

*Board of Education
Regular Meeting
June 28, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, June 28, 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 by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, June 27, 2022.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

*Amended

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
4. PUBLIC COMMENT (*S and T*)
5. CANVASS VOTES OF JUNE 18, 2022 ELECTION FOR SINGLE MEMBER DISTRICT 4 (*S and T*)

6. APPROVE CANVASS CERTIFICATION OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (*S and T*) **8**

7. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (*S and T*) **10**

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

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

10. EXECUTIVE SESSION (*S and T*)

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

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

1. 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*)

12. REPORTS/PRESENTATIONS (*OTHER*)

A. 2022 - 2023 Compensation Plan

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

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

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

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

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- * B. Approve Adoption of the Proposed 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund 15

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

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 18
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 - 2. May 24, 2022 - Regular Minutes 26
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 - 2. Approve Additional Funds for Trash and Recycle Dumpster Services Through June 30, 2022 45
 - 3. Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School 48
 - 4. Approve Farrington Field Restroom Upgrade 55
 - 5. Approve Purchase of Specialists Preparation Program Participation 62
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 - 8. Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service 74

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

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)

21. ACCEPT CONSENT AGENDA (S and P)

22. ACTION ITEMS (S and P)

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

23. ACTION AGENDA ITEMS (S and P)

- A. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B 307
- D. Approve Fort Worth Independent School District of Innovation Plan 309

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|---|-----|
| E. Approve 2022 - 2023 Budget for the Leadership Academy Network /
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| F. Consider and Take Possible Action Regarding Resolution of Treger, et al. v. Fort
Worth ISD, et al., Cause No. 141-327449-21 | |
| G. Approve Resolution of the Fort Worth Independent School District
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**24. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT
DISTRICT ACTIVITIES AND ANNOUNCEMENTS (*OTHER*)**

25. ADJOURN (*OTHER*)

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

**ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: APPROVE CANVASS CERTIFICATION OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4

BACKGROUND:

June 18, 2022, a runoff election was held for Fort Worth ISD Trustee District 4. Pursuant to Section 67.003 of the Election Code, canvassing of votes by the Fort Worth ISD Board of Education must occur no later than the 11th day after the uniform election day.

Pursuant to Sec. 67.004 of the Election Code, two (2) members of the authority constitute a quorum for the purpose of canvassing an election.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4
2. Decline to Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4

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 Education/Fort Worth ISD Division of Policy and Planning

RATIONALE:

Pursuant to Election Code Section 67.002 (2), a political subdivisions's governing body must conduct the canvass of precinct returns within the timeframe dictated by Election Code Section 67.003.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4**

BACKGROUND:

June 18, 2022, registered voters of Single Member District 4 cast ballots to elect a member. The elected Trustee will serve on the Board of Education of the Fort Worth Independent School District for an unexpired term ending May 2025 or until a successor has been duly elected and qualified.

Prior to newly elected Board Trustees assuming their positions, the Board must officially canvass and certify the election results and then adopt a Resolution and Order Declaring the Results of the Election. After this Resolution and Order have been adopted, the newly elected officers will be issued a Certificate of Election, complete the required Statement of Elected Officer and take the Oath of Office.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4
2. Decline to Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4

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 Education/Fort Worth ISD Division of Policy and Planning

RATIONALE:

Approval of the Resolution and Order Declaring Results of Trustee Elections is legally required before the additional steps necessary to install newly elected trustees can be performed.

INFORMATION SOURCE:

Karen Molinar

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION AND ORDER DECLARING RESULTS OF
JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4**

WHEREAS, on June 18, 2022, registered voters cast ballots in a runoff election to elect a District 4 Trustee for the Board of Education of Fort Worth Independent School District, for an unexpired term or until a successor has been duly elected and qualified; and

WHEREAS, precinct returns have been canvassed by this Board of Education as an official canvassing board; said returns having been officially certified.

THEREFORE, BE IT ORDERED AND RESOLVED by the Board of Education of the Fort Worth Independent School District that Wallace Bridges is declared duly elected District 4 Trustee; for an unexpired term for said position, or until a successor has been duly elected and qualified; and;

BE IT FURTHER ORDERED, that each elected Trustee be issued a Certificate of Election and take the Oath of Office as prescribed by law.

The above Resolution and Order being read; it was moved by _____ and seconded by _____ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: ____ NO: ____

Passed, approved and adopted this 28 day of June, 2022.

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

ATTEST:

Carin "CJ" Evans, Secretary
Board of Education
Fort Worth Independent School District

ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE COMPENSATION PLAN FOR THE 2022-2023 SCHOOL YEAR**

BACKGROUND:

A decision on the Compensation Plan for the 2022-2023 will enable the District to continue to attract and retain the best employees to meet the needs of students in our community. Fulfillment of the mission to serve students will be enhanced by a significant increase in compensation for all employees for the upcoming school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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.

FUNDING SOURCE

All District Funds

COST:

Not-to-Exceed - \$29,048,641 for All Funds

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All District Campuses and Departments

RATIONALE:

Additional compensation is expected to aid in the retention and recruitment of employees to serve students in Fort Worth ISD.

INFORMATION SOURCE:

Raúl Peña

ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE ADOPTION OF PROPOSED 2022-2023 BUDGETS FOR THE GENERAL FUND, DEBT SERVICE, AND CHILD NUTRITION FUND**

BACKGROUND:

Section 44.002 of the Texas Education Code requires the Superintendent to prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. The District must adopt a budget prior to June 30th annually with a July 1st fiscal year start date. Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund must be included in the official District budget. The required Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate has been published within the time frame required by law and in accordance with the other legal requirements as contained in Section 44.004 of the Texas Education Code. Prior to this action agenda item, the District held a public hearing, presented the proposed 2022-2023 budgets, and provided the public the opportunity to comment on the proposed 2022-2023 budgets. Finally, the District has posted a summary of the proposed budget on the school District’s internet website in accordance with Section 44.0041 of the Education Code. Therefore, all prerequisites for the adoption of the 2022-2023 budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund have been met.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Adoption of Proposed 2022-2023 Budgets for the General Fund, Debt Service, and Child Nutrition Fund
2. Decline Adoption of Proposed 2022-2023 Budgets for the General Fund, Debt Service, and Child Nutrition Fund
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	Not Applicable
Food Services Fund	Not Applicable
Debt Services Fund	Not Applicable

COST:

General Fund: \$819,514,450 Expenditure Budget
Food Services Fund: \$46,327,532 Expenditure Budget
Debt Service Fund: \$120,472,163 Expenditure Budget

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

All District Schools/Departments

RATIONALE:

Each of the proposed budgets outlines estimated revenue by object code, anticipated appropriations by function, and the effect on fund balance for the 2022-2023 fiscal year. The Education Code and State Board of Education require the adoption of budgets for the General Fund, Debt Service Fund, and the Child Nutrition Fund by June 30th annually and prior to the expenditure of funds starting on July 1st annually.

INFORMATION SOURCE:

Carmen Arrieta Candelaria

2022-2023 PROPOSED BUDGETS
GENERAL FUND, DEBT SERVICE FUND AND FOOD SERVICE FUND

OBJECT	ESTIMATED REVENUE	GENERALFUND 199	DEBT SERVICEFUND 599	FOOD SERVICEFUND 701
5700	Local	485,767,031	147,846,385	2,932,084
5800	State	260,945,145	1,581,259	274,022
5900	Federal	29,419,955	-	43,121,426
7900	Other Resources	3,000,000		
	Total Estimated Revenue	779,132,132	149,427,644	46,327,532

Function	Estimated Appropriations			
11	Instruction	451,199,513	-	-
12	Instruction Resources and Media Serv.	12,453,876	-	-
13	Curriculum and Instructional Staff Develop.	11,588,543	-	-
21	Instructional Administration	15,604,617	-	-
23	School Administration	52,130,748	-	-
31	Guidance and Counseling Services	48,301,359	-	-
32	Social Work Services	5,160,819	-	-
33	Health Services	11,801,053	-	-
34	Student Transportation	24,581,334	-	-
35	Food Services	472,192	-	46,298,932
36	Cocurricular/Extracurricular Activities	19,090,722	-	-
41	General Administration	23,664,497	-	-
51	Plant Maintenance and Operations	93,406,299	-	28,600
52	Security and Monitoring Services	12,966,454	-	-
53	Data Processing Services	25,719,627	-	-
61	Community Services	5,275,169	-	-
71	Debt Service	3,000,000	120,472,163	-
81	Facilities Acquisition & Construction	-	-	-
95	Payments to Juvenile Justice Alt Ed Prog.	97,629	-	-
97	Tax Increment Financing	-	-	-
99	Other Intergovernmental Charges	3,000,000	-	-
	Total Estimated Appropriations	819,514,450	120,472,163	46,327,532
	Excess Revenue/Appropriations and Change in Fund Balance	(40,382,318)	28,955,481	-
	Fund Balance - Beginning (Audited 2021)	281,399,838	58,270,492	5,389,942
	Fund Balance - Ending (Unaudited)	241,017,520	87,225,973	5,389,942

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 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 May 17, 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 May 17, 2022, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on May 13, 2022,
at 10:30 a.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MAY 17, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 13, 2022, at the Fort Worth Independent School District Administration Building, Fort Worth, Texas.

Given under my hand on May 13, 2022.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3 (Arrived at 5:40 p.m.)
School Board Secretary Carin "CJ" Evans, District 5
(Vacant), District 4
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:

Camille Rodriguez

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.

Senior Communications Officer, Barbara Griffith, led the pledges before transitioning to Recognitions.

2. RECOGNITIONS (OTHER)

A. Southwest High School Robotics Team

Executive Director of External Emergency and Communications, Claudia Garibay, recognized the Southwest High School JROTC Robotics Team and Instructors: Lieutenant Colonel George Vinzant and Sergeant First Class Raymond Enriquez.

B. Middle School and High School Student Athletes

Claudia Garibay and Barbara Griffith recognized middle school and high school student athletes, coaches, and parents that were present.

President Jackson called for a five (5) minute break at 5:48 p.m. before transitioning to Public Comment.

3. PUBLIC COMMENT (S and T)

President Jackson reconvened the special meeting at 6:29 p.m. and commenced Public Comment.

Speakers:

Carlos Turcios
Amy Super
Hollie Plemons
Dr. Michael Bell
Meloni Skinner
Margaret Cowan
Debrah Jackson
Alisa Williams
Steven Poole

4. CANVASS VOTES OF MAY 7, 2022 ELECTION FOR SINGLE MEMBER DISTRICTS 1 AND 4 (S and T)

The trustees reviewed the election returns from the May 7, 2022 School Board Special Election.

5. APPROVE CANVASS CERTIFICATION OF MAY 7, 2022 SPECIAL TRUSTEE ELECTION FOR DISTRICTS 1 AND 4 (S and T)

President Jackson read the votes for the Special Trustee Election for Districts 1 and 4 as follow:

Single Member Trustee District 1:

Aaron Garcia received 614 votes and Camille Rodriguez received 771 votes.

Single Member Trustee District 4:

Wallace Bridges received 555 votes, Brian J. Dixon received 707 votes and Trischelle A. Strong received 229 votes.

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Canvass Certification of May 7, 2022 Special Trustee Election for Districts 1 and 4.

The motion was unanimously approved.

6. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF MAY 7, 2022 SPECIAL TRUSTEE ELECTION FOR DISTRICTS 1 AND 4 (S and T).

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve Resolution and Order Declaring Results of May 7, 2022 Special Trustee Election for Districts 1 and 4.

The motion was unanimously approved.

7. SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 1 (S and T).

Trustee-Elect Camille Rodriguez read the Statement of Officer and signed it. Afterwards, Judge Maryellen Hicks administered the Oath of Office and sworn Trustee-Elect Camille Rodriguez as District 1 Board Member.

8. APPROVE ADOPTION OF RESOLUTION AND ORDER OF RUNOFF ELECTION (S and T).

Motion was made by CJ Evans, seconded by Camille Rodriguez, to approve Adoption of Resolution and Order of Runoff Election for District 4..

During discussion, CJ Evans requested a brief recess for legal consultation before voting on this item.

President Jackson called for a brief recess at 6:47 p.m. for legal consultation.

President Jackson reconvened the special meeting at 6:52 p.m.

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Adoption of Resolution and Order of Runoff Election for District 4..

The motion was unanimously approved.

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

President Jackson announced Agenda Items 9, 10, and 11 were not required and moved to Agenda Item 12.

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 Attorney (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Causes 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 SPECIAL MEETING - BOARD ROOM (OTHER)

12. ACTION ITEMS (S and P)

- A. Approve Renew and Award Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2022 - 2023 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Renew and Award Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2022 - 2023 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers.

The motion was unanimously approved.

- B. Approve Authorization for the Superintendent, or Designee, to Obtain a City of Fort Worth Permit for the Renovation of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

Motion was made by CJ Evans, seconded by Anne Darr, to approve Authorization for the Superintendent, or Designee, to Obtain a City of Fort Worth Permit for the Renovation of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.

The motion was unanimously approved.

The following Board members made announcements before adjourning the special meeting:

Tobi Jackson

Anne Darr
Camille Rodriguez

13. ADJOURN (OTHER)

The meeting was adjourned at 7:01 p.m.

/s/ Christian Alvarado
Board of Education

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

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 May 24, 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 May 24, 2022 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on May 20, 2022 at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MAY 24, 2022

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

Given under my hand on May 20, 2022

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
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 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 Talen Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Vicki Burris, Chief of Capital Improvement Program

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

President Jackson called the meeting to order²⁷ at 5:30 p.m.

2. PLEDGES (OTHER)

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

President Jackson requested a moment of silence for the community of Uvalde, Texas.

3. RECOGNITIONS (OTHER)

A. Seasons of Change

Claudia Garibay gave the *Seasons of Change* recognition. Several personnel from the organization were recognized and the Board presented a plaque those persent.

B. District Teachers of the Year Finalists and the Two Winners; H-E-B Secondary Lifetime Achievement Award

Claudia Garibay continued with the *District Teachers of the Year Finalists and Two Winners; H-E-B Secondary Lifetime Achievement Award* recognition with the assistance of the Senior Communications Officer, Barbara Griffith.

C. National Nurses Week, May 6 - 12, "Bridging Healthcare and Education"

Claudia Garibay and Barbara Griffith gave the *National Nurses Week* recognition and several school nurses were recognized.

D. University Interscholastic League (UIL) State Qualifiers in Track and Field Championships

Two (2) high school students, their respective coaches, and parents were recognized during the *University Interscholastic League State Qualifiers in Track and Field Championships* recognition.

E. Special Olympics

The Special Olympics Students, their respective coaches, and parents were recognized during the *Special Olympics* recognition.

President Jackson called for a five (5) minute break at 5:46 p.m. before transitioning to *Reports/Presentations*.

4. REPORTS/PRESENTATIONS (OTHER)

President Jackson reconvened the meeting at 5:58 p.m. and commenced the Reports/Presentations.

A. Facility Master Planning Update

Superintendent Kent Scribner presented the *Facility Master Planning Update* report the Board.

B. 2022 - 2023 Budget Development Update

Chief Financial Officer, Carmen Arrieta-Candelaria, and Senior Officer of Budget and Finance, David Johnson gave the *2022 -2023 Budget Development Update* report.

5. PUBLIC COMMENT (S and T)

Speakers:

Michael Crain
Ernie Moran
Wanda McKinney
Miriam Lambert
Alexis Gonzalez
Kyle Reopelle
Ricardo Gonzalez
Hollie Plemons
Todd Daniel
Estella Williams
Amie Super
Kerri Reyhmeyer
Joe Palmer
Meredith Bowman
Hector Maldonado

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

Consent Agenda Item 7.B.16. *Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year* was pulled from Consent Agenda.

CJ Evans mentioned she will recuse herself from voting on Consent Agenda Item B.14. *Approve Qualification of Firms for the Provision of Legal Services.*

CJ Evans had a question on B.18. *Approve Renewal of Food Service Management Company Contract for the 2022 - 2023 School Year.*

Michael Ryan requested to pull Consent Agenda Item 7.G. *Approve Board Appointments to the District Advisory Committee (DAC)* and be added to the June 28, 2022 Board Meeting.

Camille Rodriguez had a question on Consent Agenda 7.B.19. *Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fee Associated with Operating the Camp.*

Camille Rodriguez had questions on the following Consent Agenda Items and requested to pull them from Consent Agenda and be added to Action Items for separate votes.

Consent Agenda Item 7.B.3. *Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at*

the District's Facility Located at 7060 Camp Bowie Boulevard Fort Worth, Texas.

Consent Agenda Item 7.B.11. *Approve Additional Costs for Purchase of Data Security Platform.*

Consent Agenda Item 7.B.15. *Approve Contract for Comprehensive Early Learning Strategy Planning.*

Roxanne Martinez made a comment on Consent Agenda Item 7.B.19. *Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fee Associated with Operating the Camp.*

Roxanne Martinez had a question on Consent Agenda Item 7.B.2. *Approve Ratification of Purchase of Mobile Routers.*


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

A. Board of Education Meeting Minutes


1. April 26, 2022 - Regular Minutes
2. April 28, 2022 - Special Minutes

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

1. Approve Ratification to Provide School Supplies for Elementary Schools for Students Enrolled for the 2022 - 2023 School Year

 School Supplies for Elementary Schools

2. Approve Ratification of Purchase of Mobile Routers


 Mobile Routers

3. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas


 Build Back Services

4. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for the Test and Balancing and the Commissioning of the Heating,

Ventilation, and Air Conditioning (HVAC) Equipment and Systems to be Installed at 7060 Camp Bowie Boulevard, Fort Worth, Texas

 Commissioning of HVAC

5. Approve Construction of a New Parking Lot at M.G. Ellis

 New Parking Lot at M.G. Ellis


6. Approve Replacement for Playground Structure at Briscoe Elementary School

 Replacement of Playground


7. Approve Funds for a New Playground at S.S. Dillow Elementary School

 New Playground at S.S. Dillow Elementary


8. Approve Fuel Supply and Storage Management Services

 Fuel Supply and Storage Management


9. Approve Removal and Placement of Heating, Ventilation, and Air Conditioning (HVAC) Cooling Tower

 HVAC Cooling Tower

10. Approve Literacy Cohort 2 English Language Arts and Reading Kits for Two Additional Campuses

 Amplify


11. Approve Additional Costs for Purchase of Data Security Platform

 Data Security Platform


12. Approve Purchase of Trash and Recycle Dumpster Services


 Waste Management


13. Approve Purchase of a Customizable Curriculum for the Art Department


 Customizable Curriculum


14. Approve Qualification of Firms for the Provision of Legal Services


 Qualification of Firms





15. Approve Contract for Comprehensive Early Learning Strategy Planning
 Early Learning Strategy Planning


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

 17. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2022 - 2023 School Year
 Data Management System


 18. Approve Renewal of Food Service Management Company Contract for the 2022 - 2023 School Year
 Food Service Management

 19. Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
 Mobile Recreation Summer Day Camp

 20. 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
- C. Approve Memorandum of Understanding with Independent Electrical Contractors to Provide a Training Program at Trimble Tech High School
 Electrical Contractors
- D. Approve Memorandum of Understanding to Continue Partnership with the Tarrant To and Through Partnership
 Tarrant to and Through Partnership
- E. Approve Authorization for Superintendent to Negotiate and Enter a Parking Construction and Lease Agreement for Fire Station #10
 Fire Station #10 Parking - Revised Board Item
- F. Approve First Reading-Revisions to ³²Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)

 Board Policies

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

 District Advisory Committee

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

 TASB Board of Directors


- I. Approve Minutes for the March 3, 2022 and April 14, 2022 Racial Equity Committee Meetings

 REC Minutes

- J. Approve Budget Amendment for the Period Ending April 30, 2022

 Budget Amendment


- K. Approve Quarterly Investment Report for the Period: January 1, 2022 - March 31, 2022

 Quarterly Investment


- L. Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School

 Westpark Relief Elementary School


- M. Approve Replacement Elementary Campus Sites for the 2021 Bond Program

 Replacement Elementary Campus Sites


- N. Approve Additional Spending Authority for Furniture, Fixture, and Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program

 Spending Authority Arlington Heights High School

- O. Approve Closeout Contract with Turner Construction Company for Job #004-201 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract with Turner Construction


- P. Approve Closeout Contract with ³³DWW Abatement, Inc. for Job #006-202 Competitive Sealed Proposal ((CSP) #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract - DWW Abatement

- Q. Approve Authorization to Enter into Contracts for Geotechnical Engineering Services for the 2021 Capital Improvement Program

 Geotechnical Engineering Services

- R. Approve Authorization to Enter into Contracts for Surveying Services for the 2021 Capital Improvement Program

 Surveying Services


- S. Approve Authorization to Enter into Contracts for Environmental and HAZMAT Consultant Services for the 2021 Capital Improvement Program

 HAZMAT Consultant Services

- T. Approve Authorization to Enter into Contracts for Roof Consulting Services for the 2021 Capital Improvement Program

 Roof Consulting

- U. Approve Authorization to Enter into Contracts for MEP and Commissioning Services for the 2021 Capital Improvement Program

 MEP and Commissioning Services

- V. Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services for the 2021 Capital Improvement Program

 Test and Balance Services

- W. Approve Minutes for the January 24, 2022 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

 COC Minutes

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

The meeting was recessed at 8:29 p.m. to move into Executive Session.

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

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

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

1. Culinary Arts, Hospitality and Tourism, and Professional Communications

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

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

The meeting was reconvened at 9:48 p.m.

11. ACCEPT CONSENT AGENDA (S and P)

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Consent Agenda with the following Exceptions:

CJ Evans recused herself from voting on Consent Agenda Item 7.B.14. *Approve Qualification of Firms for the Provision of Legal Services.*

Consent Agenda Items Pulled:

Consent Agenda Item 7.G. *Approve Board Appointments to the District Advisory Committee (DAC).*

Consent Agenda Item 7.B.16. *Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year.*

Consent Agenda Items Pulled and moved to Action Items for Separate Votes:

Consent Agenda Items 7.B.3 *Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.*

Consent Agenda Item 7.B.11. *Approve Additional Costs for Purchase of Data Security Platform.*

Consent Agenda Item 7.B.15. *Approve Contract for Comprehensive Early Learning Strategy Planning..*

The motion was unanimously approved.

12. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.

The motion was unanimously approved.

Approve Additional Costs for Purchase of Data Security Platform

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Additional Costs for Purchase of Data Security Platform.

Before action was taken, Camille Rodriguez made a substitute motion to Keep the Agreement at One (1) Year.

Motion was made by Camille Rodgriuez, seconded by Tobi Jackson, to approve Keep the Agreement at One (1) Year..

The motion failed.

Yes: Camille Rodgriuez, and Michael Ryan.

No: Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Additional Costs for Purchase of Data Security Platform.

The motion was approved.

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

No: Camille Rodgriuez, and Michael Ryan.

Approve Contract for Comprehensive Early Learning Strategy Planning

Motion was made by Anael Luebanos, seconded by Anne Darr, to approve Contract for Comprehensive Early Learning Strategy Planning.

Before action was taken, Camille Rodriguez made a substitute motion to Delay the Vote Until a New Superintendent is in Place.

Anne Darr and President Jackson made comments before voting on the substitute motion.

Motion was made by Camille Rodgriuez, seconded by Michael Ryan, to approve Delay the Vote Until a New Superintendent is in Place..

The motion failed.

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

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

Motion was made by Anael Luebanos, seconded by Anne Darr, to approve Contract for Comprehensive Early Learning Strategy Planning.

The motion was approved.

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

No: Camille Rodgriuez, and Michael Ryan.

B. Personnel

There was no personnel appointments.

13. ACTION AGENDA ITEMS (S and P)

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

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 Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

- D. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

- E. Approve School District Teaching Permit for Non-Core Career and Technical

Education (CTE) Courses at O.D. Wyatt High School

Teaching Permit

Motion was made by Quinton Phillips, seconded by Michael Ryan, to approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School.

The motion was unanimously approved.

By mutual agreement, the FNG Level III complaints referenced in Items 13. F. and G. were combined and one hearing was held before the Board.

F. Consider the Complaint Hearing of Meredith Bowman (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 Complaint Hearing (In Open Session).

The advice of counsel is that the Board to upholds level II decision; however, the Board would like to inform administration is already looking into the processes and procedures with respective to student surveys and the Board would like to request a presentation to itself and to the community regarding processes and procedures on student surveys before they are conducted for the next school year.

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Render Decision, if any, on the Complaint Hearing (In Open Session).

The motion was unanimously approved.

G. Consider the Complaint Hearing of Hollie Plemons (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 Complaint Hearing (In Open Session)

The advice of counsel is that the Board to upholds level II decision; however, the Board would like to inform that the Administration Team is already looking into the processes and procedures with respect to student surveys and the Board would like to request a presentation to itself and to the community regarding processes and procedures on student surveys before they are conducted next school year.

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Render Decision, if any, on the Complaint Hearing (In Open Session).

The motion was unanimously approved.

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

The following trustee made a comment:

Anne Darr.

The meeting was recessed at 11:30 p.m. to move into Executive Session.

The meeting was reconvened at 12:06 a.m.

15. ADJOURN (OTHER)

The meeting was adjourned at 12:06 a.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
June 28, 2022

TOPIC: **APPROVE ADDITIONAL FUNDS FOR AN ALTERNATIVE SHUTTLE SERVICE**

BACKGROUND:

On February 22, 2022, the Board approved a not-to-exceed amount of \$100,000 for the use of an alternative shuttle service. The shuttle service is primarily used to comply with the McKinney-Vento Act regarding the transportation of homeless students who live outside of the Fort Worth ISD attendance area. An unforeseen rising number of students using this service has led to outstanding invoices for this school year exceeding the board approved limit. A request for an additional not-to-exceed amount of \$100,000 is requested to cover these costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Funds for an Alternative Shuttle Service
2. Decline to Approve Additional Funds for an Alternative Shuttle Service
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funds for an Alternative Shuttle Service

FUNDING SOURCE: **Additional Details**

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

COST:

\$100,000 (*Additional Requested and Not-to-Exceed the Total of \$200,000*)

VENDOR:

American Logistics Company, LLC Agreement

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 Omina Partners - Region 4, Contract RFP#19-04. 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 Campus
Transportation Department

RATIONALE:

The shuttle service supports the transportation needs of homeless students, as well as hard to serve trips.

INFORMATION SOURCE:

Joseph Coburn

Vendor	Vendor #	Invoice Date	Invoice #	Invoice Amount
ALC	26122	4/10/2022	26715	\$10,682.50
ALC	26122	4/17/2022	26918	\$8,902.50
ALC	26122	4/24/2022	27122	\$9,670.00
ALC	26122	5/1/2022	27735	\$10,565.00
ALC	26122	5/8/2022	27963	\$10,760.00
ALC	26122	5/15/2022	28193	\$10,972.50
ALC	26122	5/22/2022	estimate	\$12,000.00
ALC	26122	5/29/2022	estimate	\$12,000.00

\$85,552.50



Alternative Student/Customer Transportation
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: RFP #19-04

RFP Issued: January 23, 2019

Pre-Proposal Date: February 5, 2019

Response Due Date: February 26, 2019

Proposals Received: 2

Awarded to: ALC Schools, LLC

The Region 4 ESC Procurement Office issued RFP 19-04 on January 23, 2019, to establish a national cooperative contract for Alternative Student/Customer Transportation.

The solicitation included cooperative purchasing language in Section I - Scope of Work and Exhibit A.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On February 26, 2019 proposals were received from the following offerors:

- Adroit
- ALC Schools, LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee selected ALC Schools, LLC and proceeding with a contract award.

Region 4 ESC, OMNIA Partners, Public Sector and ALC Schools., LLC successfully negotiated a contract, and Region 4 ESC executed the agreement with a contract effective date of January 1, 2020.

Contract includes:

- Comprehensive range of vehicles from sedans to large buses with options for side ramps and rear lift gates
- 24-hour live centralized dispatch
- Nationwide coverage
- Customized/flexible solutions
- GPS routing and accountability
- Twenty (20) years of experience
- Focused on safety and customer service

Term:

Initial three-year agreement from January 1, 2020 through December 31, 2022 with the option to renew for two (2) additional one-year periods through December 31, 2024.

Pricing/Discount:

- Customized billing options
- Proration of trips
- See pricing details for more information

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/american-logistics-company-llc>

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

**TOPIC: APPROVE ADDITIONAL FUNDS FOR TRASH AND RECYCLE
DUMPSTER SERVICES THROUGH JUNE 30, 2022**

BACKGROUND:

On September 25, 2018, the Board approved an increase in the annual expenditure for trash and dumpster services from \$500,000 to \$550,000. In the 2021-2022 school year the need for dumpsters increased due to construction, campus moves, campus closures, and the decentralization of the administration buildings. The increase requires additional funds of \$200,000 to pay the amount owed to the vendor for services rendered through June 30, 2022, which is the end of the contract period in accordance with RFP #12-145.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Funds for Trash and Recycle Dumpster Services through June 30, 2022
2. Decline to Approve Additional Funds for Trash and Recycle Dumpster Services Used through June 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funds for Trash and Recycle Dumpster Services Used through June 30, 2022

FUNDING SOURCE: Additional Details

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

COST:

\$200,000 (*Additional Requested and Not-to Exceed the Total of \$750,000*)

VENDOR:

Waste Management of Texas, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 12-145

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. 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 and Facilities

District Operations

RATIONALE:

Dumpster and recycle services are required to manage waste.

INFORMATION SOURCE:

Joseph Coburn

Row Labels	Sum of INVOICE AMOUNT
02 - August	70,000.00
3-Sep	60,000.00
04 - October	60,000.00
05 - November	60,000.00
06 - December	60,000.00
07 - January	60,000.00
08 - February	70,000.00
09 - March	70,000.00
10 - April	70,000.00
11 - May	70,000.00
12- June * Estimate	100,000.00
Grand Total	750,000.00
Approved Amount	550,000.00
Requested Additional Amount	(200,000.00)

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: APPROVE CONSTRUCTION OF HARDSCAPE, LANDSCAPE, AND IRRIGATION AT THE FRONT ENTRY OF DAGGETT ELEMENTARY SCHOOL

BACKGROUND:

In the summer of 2021, concrete was installed to provide an area for parents to wait for their children in the front of the school. The Parent Teacher Association (PTA) and the neighboring Homeowners Association felt a more practical and aesthetic solution was necessary. To this end, a landscape architect was hired to design a solution that was agreeable to all parties involved. A design was created that will retain about 50% of the existing concrete, a connecting sidewalk to a side street, pavers at the street along the parkway, sod, and irrigation.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School
2. Decline to Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-001-119-99-501-000000

COST:

\$167,870.15

VENDOR:

308 Construction

PURCHASING MECHANISM:

Bid/RFP/RFQ

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 200201. 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:

Daggett Elementary School
District Operations

RATIONALE:

The design will provide an aesthetically pleasing and practical place where parents can wait for their children

INFORMATION SOURCE:

Joseph Coburn



11835 Hilltop Road • Argyle, TX 76226 • Phone: 940-387-4002

Brian Mathis
Phone: 817-815-7424
Cell: 214-734-6382

4200 Lubbock Ave
Fort Worth, TX 76115

Job Address:
958 Page Avenue
Fort Worth, Tx 76110

Print-date: 5-20-2022

From: Chris Flowers
308 Construction, LLC
214-492-9950
940-387-4002
main@308gc.com
cflowers@308gc.com

308 is glad to provide you this proposal for Brian Mathis/Daggett Elementary
Please see the details below regarding your scope and cost.

Price Breakdown

Title	Code	Description	Qty / Unit	Unit Price	Price
General Contractor Expenses	1000 General Requirements	Portable Toilet, Disposal and Haul off, Field Supplies, Field Tools and Rental Equipment, Misc. Supplies.	1	1,308.00	\$1,308.00
Project Management and Project Coordination	1010 Project Management / Project Coordination	Project Management and Project Coordination	1	12,535.00	\$12,535.00
Superintendent	Superintendent	Superintendent	1	10,028.00	\$10,028.00
Bond and Insurance	1020 Bonding / Builder's Risk Ins	Bond and Insurance	1	7,085.00	\$7,085.00
Site Demolition/Earthwork	32000 Exterior Improvements	Site Demolition, Removal of Concrete Sidewalks, Minor Prep and Grading for sidewalks, Remove Concrete Seat walls, Remove Flag Pole Remove all existing Concrete	1	6,703.50	\$6,703.50
Landscape/ Irrigation	32000 Exterior Improvements	Landscaping, install sod and seeding, Aerate all areas called out for sod prep, minor grading, supply and install new pavers in designated area,	1	72,277.90	\$72,277.90

supply and install new crushed granite in designated area, Perform proper irrigation repairs as needed per the plans.

Concrete	3000 Concrete	New Concrete Sidewalks, New Concrete Seat Wall with, New Flagpole Base, New Trashcan Base (4) Patch Old Flag Pole Footing Area,	1	10,082.50	\$10,082.50
Specialties	10000 Specialties	Supply and Install new Flag Pole in designated area	1	3,270.00	\$3,270.00
Specialties	10000 Specialties	Supply and Install a total of 4 new trash receptacles by Lakeside/Landscape forms. Option will need to be clarified by owner. Trash Receptacles will be set in designated location.	1	9,782.75	\$9,782.75
Masonry	4000 Masonry	Brick and Stone for concrete seat wall per spec and plan	1	24,797.50	\$24,797.50
Contingency	1000 General Requirements	Contingency Per Brian Mathis	1	10,000.00	\$10,000.00

Total Price: \$167,870.15

Inclusions

- Landscaping Irrigation
- Hard Scape/Decomposed Granite/Brick Pavers
- Site Demo (minor)
- Concrete Sidewalks/Concrete Seat Wall
- Flag Poles
- Trash Receptacles
- Masonry
- Bond and Insurance
- Contingency
- Work is based on a 4-6 weeks depending on lead times on materials
- T.I.P.S. included in pricing

Exclusions

- Earthwork/ Site Demo (major)
- Fencing
- Steel Fab
- Utilities
- Wood and Plastics
- Thermal and Moisture Control
- Openings
- Finishes
- Equipment
- Special Construction
- Fire Suppression and Fire Alarm
- Electrical
- HVAC
- Plumbing
- Tap and Impact Fees, Permits, Asbestos and Abatement by Others
- Architectural Engineering and Design

This proposal pricing is good for 90 days. Please let me know if you have any questions or concerns regarding the acceptance of this proposal. Our office phone number is 940-387-4002, or you can contact me at the email above. Thank you for allowing 308 the opportunity to assist with your construction needs. Lead Times on all materials are not guaranteed. Prices are Subject to change.

Chris Flowers

Signature:

Print Name:

Date:



Printed 6 June 2022



308 CONSTRUCTION - 308 SOLUTIONS GROUP

www.308gc.com

308 Construction LLC

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	11835 Hilltop Road	NAME Charlie Martin
CITY	Argyle	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	76226	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

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 | WI | WY

Overview

General Contractor, providing services in all trades in all phases of construction and remodel with an in-house electrical division & fire alarm division as well.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200201	Trades, Labor and Materials (JOC)	04/30/2023	CFV

CONTACTS BY CONTRACTS

200201

Allen Heiser	CEO/President	(940) 387-4002	main@308gc.com
Amanda Ross	Project Manager	(940) 387-4002	main@308gc.com

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE FARRINGTON FIELD RESTROOM UPGRADE**

BACKGROUND:

The District will upgrade eight (8) restrooms, (four (4) female and four (4) male) at Farrington Field. This project will include painting walls, applying epoxy to the flooring, and replacing restroom partitions and accessories. The fixtures are fine and will continue to be used.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Farrington Field Restroom Upgrade
2. Decline to Approve Farrington Field Restroom Upgrade
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Farrington Field Restroom Upgrade

FUNDING SOURCE: ***Additional Details***

TRE 198-81-6299-001-999-99-501-000000

COST:

\$191,686

VENDORS:

SDB Contracting Services
University Building Specialties, Inc.

PURCHASING MECHANISMS:

Interlocal Agreements

SBD Contracting Services

This purchase is in accordance with the Texas Education Code Section 44.03(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 211001. Supporting documentation is attached. The recommended vendor is listed above.

University Building Specialties, Inc.

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, Contract 2019-02. 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:

Farrington Field
District Operations

RATIONALE:

The restrooms at Farrington Field need a necessary upgrade to accommodate students as well as those from visiting schools.

INFORMATION SOURCE:

Joseph Coburn

5211 Elliott Reeder Road
Fort Worth, TX 76117
Phone: 817-834-5004
Fax: 817-834-1275

**University Building
Specialties, Inc.**

QUOTE

To:	LOU GUERRERO FWISD	From:	GEORGE MAGALLON
Email:	LOUIS.GUERRERO@FWISD.ORG	Date:	05.20.2022
Phone:	817.815.7426	Pages:	1
Re:	FARRINGTON FIELD 1501 UNIVERSITY DR FORT WORTH TX 76107	CC:	JOB FILE

WE QUOTE THE FOLLOWING:

TOILET PARTITIONS BY GLOBAL
LOT OF POLYMER (SOLID PLASTIC)
FLOOR MOUNTED OVERHEAD BRACED
HARDWARE: STANDARD
COLOR: BLACK 9205
78 COMPARTMENTS
84 URINAL SCREENS

WASHROOM ACCESSORIES BY ASI

10 EACH	3801-36	GRAB BAR 36"
18 EACH	3801-42	GRAB BAR 42"
66 EACH	0264-1A	TOILET TISSUE HOLDER, DOUBLE ROLL, UNRESTRC'D DEL, SURF MTD
55 EACH	0852	SANITARY NAPKIN DISPOSAL, SURF MTD

MATERIAL INSTALLED	\$119,800.00
8.25% TAX	EXEMPT
TOTAL	\$119,800.00

INCLUDES DEMOLISHING EXISTING TOILET PARTITIONS AND ACCESSORIES.

BLOCKING AND/OR RECESSED HOLES FOR TOILET PARTITIONS AND/OR ACCESSORIES BY OTHERS.

LEAD TIME FOR MATERIAL IS APPROXIMATELY 2-4 WEEKS FROM ORDERING.

QUOTE BASED ON WORK PERFORMED DURING NORMAL BUSINESS HOURS.

QUOTE VALID THRU 08.31.2022.

**REGARDS,
GEORGE MAGALLON**



SDB, Inc.
 4951 Airport Parkway, Ste 800
 Addison, TX 75001
 (469) 619-3753

JOC PROPOSAL

CUSTOMER:	FWISD Maintenance and Operations	BID DATE:	6/3/2022
ADDRESS:	4200 Lubbock Street	PROPOSAL NO.:	22-64-0014
	Fort worth, Texas 76115	PROPOSAL TYPE.:	TIPS/TAPS
JOB DESC.:	Farrington Field Restroom Repaint/Epoxy Floors		Contract # 211001
CONTACT:	Lou Guerrero		

We are pleased to propose the following pricing thru Tips/Taps contract #211001: Pricing includes all labor, materials, and equipment.

Scope Of Work

SEE ATTACHMENT "A"

SUB TOTAL	\$	71,886.00
	\$	-
TOTAL	\$	71,886.00

CLARIFICATIONS

- 1) All work per site walk with Lou Guerrero (FWISD)--Director Area 1
- 2) All colors, sheens, and materials to be confirmed by Ed Sweeney (FWISD) prior to commencement of work.
- 3) Work to be performed during normal work hours
- 4) Bond cost included
- 5) **Proposal good through 8/31/2022**

EXCLUSIONS

- 1) Repairs of any items not included in our scope of work
- 2) Premium time unless otherwise indicated
- 3) Unforeseen schedule setbacks due to pandemic measures
- 4) Expediting material is not included
- 5) Remediation of any hazardous materials

Thank you,

SDB, Inc.

Miles Wilson

Prepared by

Reviewed by

Accepted by:

FWISD Maintenance and Operations




SDB, Inc.
 4951 Airport Parkway, Ste 800
 Addison, Texas 75001
 (469) 619-3753

**JOC PROPOSAL
 ATTACHMENT "A"**

CUSTOMER:	<u>FWISD Maintenance and Operations</u>	BID DATE:	<u>6/3/2022</u>
ADDRESS:	<u>4200 Lubbock Street</u>	PROPOSAL NO.:	<u>22-64-0014</u>
	<u>Fort worth, Texas 76115</u>	PROPOSAL TYPE.:	<u>TIPS/TAPS</u>
JOB DESC.:	<u>Farrington Field Restroom Repaint/Epoxy Floors</u>		<u>Contract # 211001</u>
CONTACT:	<u>Lou Guerrero</u>		

Scope of Work:

- 1 Paint walls and epoxy floor upgrades in (8) restrooms are Farrington Field: (4) Men's & (4) Women's
- 2 Acid wash and power wash existing floors
- 3 Minor joint filling with epoxy product prior to initial application.
- 4 Application of up to two coats of epoxy product per manufacturers recommendation
- 5 Product: Rust-oleum or Sherwin Williams product.
- 6 Paint walls and CMU block
- 7 Paint will be an Acrylic Semi-gloss product
- 8 All debris generated by scope of work will be hauled from site.



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

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **SDB Contracting Services**

4951 Airport Parkway, Suite 800 Addison TX,75001

WEBSITE www.sdb.com

SERVICE/PRODUCTS DESCRIPTION

SDB has been providing General Contracting and Facility Services since 1980 and Job Order Contracting (JOC) services since 2001. Our experience has afforded us the knowledge to assemble a streamlined system for executing JOC projects. As a result, we are uniquely positioned with the ability to perform multiple JOC programs simultaneously every year. We approach every job with the goal of minimizing business interruption. From multiple shifts to massive mobilization for 24-hour shutdowns, SDB has the expertise to perform customized solutions for facility services. SDB is an experienced and proven job order contractor serving local government entities including counties, cities, public transportation facilities, water districts, industrial facilities and education entities. With over 350 employees and 40 years of experience, we are one of the first contractors in Texas to embrace the JOC delivery method. We have a proven performance record as a local Texas contractor for many years.

CONTRACT: **211001** [Job Order Contracting](#)
 End Date: Jan-31-2024 **EDGAR COMPLIANCE:** ⁶⁰ [View Doc.](#)

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF SPECIALISTS PREPARATION PROGRAM PARTICIPATION**

BACKGROUND:

This is an initial contract for twenty-one (21) Dyslexia Teachers and three (3) Dyslexia Specialists to participate in a two (2) year Specialist Preparation Program leading to a Certified Academic Language Therapist (CALT) credential. The contract for services will begin July 25, 2022, and end on July 30, 2023. The District applied and was awarded a two (2) year Texas Education Agency (TEA) Dyslexia Grant to cover tuition and materials. TEA has released the funds for year one (1) of the grant at this time and will release the funds for year two (2) of the grant next school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Specialists Preparation Program Participation
2. Decline to Approve Purchase of Specialists Preparation Program Participation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Specialists Preparation Program Participation

FUNDING SOURCE: **Additional Details**

Special Revenue 429-13-6299-0D8-999-37-209-000000-22S36

COST:

\$79,080

VENDOR:

Neuhaus Education Center

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083-F

Number of Bid/Proposals received: 36

HUB Firms: 1

Compliant Bids: 36

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:

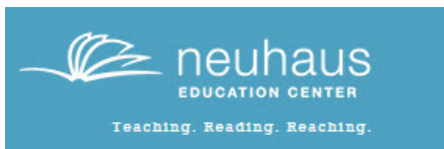
Dyslexia Department: Twenty-one (21) Dyslexia Teachers and three (3) Dyslexia Specialists

RATIONALE:

This Specialist Preparation Program will allow Dyslexia Teachers to become Certified Academic Language Therapists (CALT) to strengthen their instructional delivery of standard protocol dyslexia instruction. This program aligns with the district’s dyslexia curriculum.

INFORMATION SOURCE:

Marcey Sorensen



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 6/15/2022
 Expiration Date 6/30/2022
 Quote Number QUO-0006475

Contact Name Vanessa Tritten
 Phone (817) 814-2490
 Email vanessa.tritten@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD, Dyslexia Services
 Quote Name Hybrid - RR-O BLS1 MSG-O DMS-I (24) - 2022
 TEA Dyslexia - Fort Worth ISD
 Quote To 100 N University Dr NE 233B
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (On-Demand)	24.00	\$165.00	\$3,960.00
Materials: Reading Readiness Class	24.00	\$140.00	\$3,360.00
Basic Language Skills Introduction (Level 1) (12 Days)	24.00	\$2,000.00	\$48,000.00
Materials: Basic Language Skills - Introduction (Level 1) Class	24.00	\$420.00	\$10,080.00
Multisensory Grammar (On-Demand)	24.00	\$80.00	\$1,920.00
Materials: Multisensory Grammar Class	24.00	\$40.00	\$960.00
Developing Metacognitive Strategies (2 Days)	24.00	\$335.00	\$8,040.00
Materials: Developing Metacognitive Strategies Class	24.00	\$115.00	\$2,760.00
Grand Total			\$79,080.00

Professional Learning Descriptions

This quote includes the first year of Specialist Preparation Program Level 1 classes. A list of Level 1 requirements is provided on neuhaus.org.

Reading Readiness OnDemand

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the critical skills necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing.

Audience: Grade K-2 Teachers

Objective: Focused instruction on specific needs; Tier II instruction; Tier III instruction

Hours: 5.5 hours

Materials: Reading Readiness; Story Retelling with deck; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards

Basic Language Skills – Introduction Live Virtual

Dyslexia is characterized as difficulties with accurate and automatic word recognition and by poor spelling and decoding abilities. These difficulties are unexpected in relation to other cognitive abilities and can lead to poor comprehension and reduced vocabulary development.

Through coursework in Basic Language Skills and intensive supervised practicum, participants learn how to plan, deliver, and measure instruction in phonemic awareness, decoding, fluency, oral language, comprehension, and composition for students with dyslexia and related disorders.

Audience: Reading and Dyslexia Specialists, Tier III intervention Teachers

Objective: Dyslexia instruction; Tier III instruction

Hours: 71 hours (12 days)

Materials: Basic Language Skills - Book 1; Scientific Spelling; Initial Reading Deck; The Colors and Shapes of Language with CD; Multisensory Teaching of Basic Language Skills textbook and activity book, MTA Readers 1, 2 and 3; and PALS Kit 1

Prerequisites:

- BLS Introduction Preview
- Completion of Reading Readiness class (online class requires final score of 80% or higher)
- Watch the Basic Language Skills Orientation and submit the agreement from the Orientation Handout.

Multisensory Grammar OnDemand

In Multisensory Grammar – Online, participants learn 1) activities that make the abstract concept of grammar concrete, 2) strategies for increasing students' sentence complexity when writing, and 3) the application of parts of speech to the construction and revision of written paragraphs.

Audience: Grade 1-8 Teachers

Objective: Focused instruction on specific needs; Tier II instruction

Hours: 3.5 hours

Materials: Multisensory Grammar and Written Composition

Developing Metacognitive Strategies Live Virtual

In addition to skilled decoding, robust oral language and vocabulary, boundless world knowledge, adequate linguistic development, and sufficient working memory, students need to learn how to think about their thinking to understand what they are reading. That is, students need metacognitive skills for critical reading of narrative and expository texts.

In Developing Metacognitive Strategies, participants learn 1) activities that increase oral language, 2) strategies for increasing vocabulary and background knowledge, 3) summarization activities, 4) questioning techniques, and 5) progress monitoring for fluency, vocabulary, and comprehension.

Audience: Grade 3-8 Teachers

Objective: Focused instruction for specific needs; Tier II instruction

Hours: 12 hours (2 days at Neuhaus)

Materials: Developing Metacognitive Skills, Word Detective, Six-way Paragraphs (Middle Level); Developing Metacognitive Strategies Virtual Handout

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: 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

BACKGROUND:

Higginbotham, the District’s broker of record, has secured insurance through an interlocal agreement to protect District assets for the 12-month period of July 1, 2022, to June 30, 2023, with Texas Political Subdivisions for Fleet and General liability insurance.

Additionally:

- Flood insurance purchased from the National Flood Insurance Program; policy period of January 1, 2023, through January 1, 2024.
- Cyber and Cyber Crime coverage; policy period March 1, 2023, thru March 1, 2024, purchased using a bid process per contract with Higginbotham.
- Property, Boiler and Machinery, and Terrorism (including Active Shooter coverage) purchased using a bid process per contract with Higginbotham; policy period July 1, 2022, through July 1, 2023.
- The Brokerage Store, Inc. provides University Interscholastic League (UIL) Student/Athletic Accident Insurance purchased through a bid process; policy period July 1, 2022, through July 1, 2023, as well as a special event policy for Girls Flag Football; policy period February 2, 2023, through May 28, 2023.

Listed by category are the recommended carriers and providers:

Coverage Type	Company / Provider	Coverage / Deductible	Values	Premium Cost Not to Exceed	Purchasing Mechanism
Property, Contents, Contractor Equipment, Boiler and Machinery, Includes Terrorism/Active Shooter	This will be layered with multiple carriers for coverage. Higginbotham will be the contact agent that coordinates	\$100,000 deductible per occurrence 2% of structure per occurrence for hail and wind	Approximate values of \$2,443,037,787 Future value will be added upon completion of CIP projects	\$5,700,000	Bid Summary / Evaluation (Higginbotham)

	the layers of coverage				
Flood Insurance	National Flood Insurance Program/Philadelphia Indemnity Insurance Company	\$2,000 deductible for property, \$2,000 for contents, per location	Covers one property in flood plain; \$1,000,000 property, \$700,000 contents	\$ 32,000	Bid Summary / Evaluation (Higginbotham)
Fleet Insurance	Texas Political Subdivisions	\$1,000,000 combined single limits for liability and physical damage and collision coverage Combined property damage and bodily injury deductible is \$50,000 per incident	Covers buses and all District owned vehicles	\$236,000 Liability \$145,000 Physical Damage/ Collision	Inter-local Agreement
General Liability Insurance	Texas Political Subdivisions	\$3,000,000 combined single limits with a per claim deductible of \$50,000		\$30,000	Inter-local Agreement
Insurance for Special Events or Special Applications and Cyber Liability, Cyber Crime	Texas Political Subdivisions and Higginbotham	Special Applications: e.g. Certification of Insurance for Fire Marshal, Certification of Insurance for General Maintenance Foreman, Certification of Insurance for Licensed Electrician Special Events:		\$583,000	Inter-local Agreement and Broker/Agent Bid Summary / Evaluation (Higginbotham)

		Budget set aside to issue Certification of Insurance if the District rents a facility. Includes additional cyber liability coverage as well as CDL training and testing bonds. Cyber coverage for data breach and social engineering			
UIL Insurance and Girls Flag Football	The Brokerage Store Inc.	Group UIL-Texas Value: \$629,000 Catastrophic: \$33,828 Girls Flag Football: \$5,000	Student Athlete Coverage	\$667,828	Bid Summary/ Evaluation (Brokerage Store, Inc.)
Total Premiums				\$7,393,828	
Fleet Liability Reserve (Estimated Deductible)			Estimate based on last five years of claims	\$500,000	Estimate based on prior claims
Property Reserve			Estimated for one claim for wind/hail on a building valued at \$35,000,000 (2%)	\$700,000	Estimate based on prior claims
Total Reserves				\$1,200,000	
Grand Total				\$8,593,828	

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Property, Boiler and Machinery, Terrorism (including Active Shooter) Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles
2. Decline to Approve Purchase of Property, Boiler and Machinery, Terrorism (including Active Shooter) Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	199-51-6429-001-999-99-435-000000.....	\$6,432,000
	199-34-6425-001-999-99-435-000000.....	\$236,000
	199-51-6425-001-999-99-435-000000.....	\$145,000
	199-34-6426-001-999-99-435-000000.....	\$350,000
	199-51-6426-001-999-99-435-000000.....	\$150,000
	199-41-6211-001-999-99-435-000000.....	\$30,000
	199-51-6427-001-999-99-435-000000.....	\$553,000
	199-51-6428-001-999-99-435-000000.....	\$30,000
	199-36-6429-001-999-99-435-000000.....	\$667,828

COST:

\$8,593,828

VENDORS:

Higginbotham
Texas Political Subdivisions
The Brokerage Store, Inc.

PURCHASING MECHANISMS:

Bid/RFP/RFQ

The Brokerage Store, Inc.

Bid/Proposal Statistics

Bid Number: 19-125

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

Higginbotham

Bid/Proposal Statistics

Bid Number: 20-045

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 1

Bid/Proposal Statistics

Bid Number: 22-019

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

These purchases are in accordance with the Texas Education Code 2254.004. The District will first select the most highly qualified provider of the services on the basis of demonstrated competence and qualification; and then attempt to negotiate with the firm a contract at a fair and reasonable price. Supporting documentation is attached. The recommended vendors are listed above.

Texas Political Subdivision

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 Joint Self Insurance Fund. 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:

Purchase of insurance will provide adequate protection for the District in the event of a loss as well as appropriate defense when claims are made.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF TOUCHLESS WATER FOUNTAINS**

BACKGROUND:

The purchase of touchless water fountains aligns with the District’s continued effort to reduce the spread of the COVID-19 virus and other illnesses in school buildings. On August 25, 2020, the Board approved the purchase of 960 touchless water fountains for campuses. In the District’s efforts to continue to replace the older style manual fountains, Operations needs to purchase additional touchless fountains at this time consisting of 100 single units, 100 dual units (ADA fountains) and 300 bottle filler fountains.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Touchless Water Fountains
2. Decline to Approve Purchase of Touchless Water Fountains
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Touchless Water Fountains

FUNDING SOURCE: ***Additional Details***

ESSER Fund 282-51-6398-WFP-XXX-99-950-000451-22F32

COST:

\$1,500,000

VENDOR:

Winston Water Cooler

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-123

Number of Bid/Proposals received: 10

HUB Firms: 4

Compliant Bids: 6

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. 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:

All Schools

RATIONALE:

Touchless water fountains will provide a hands-free, hygienic drinking fountain for students.

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF HEATING VENTILATION AND AIR
CONDITIONING (HVAC) AIR FILTER REPLACEMENT SERVICE**

BACKGROUND:

The District uses an air filter service company to replace HVAC filters in all District facilities that require the use of filters. The service company stocks hundreds of types and sizes of filters and changes them out on a regular basis at each of our campuses and facilities. The period of performance is for one year with the option to extend for two years in one-year increments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Heating, Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service
2. Decline to Approve Purchase of Heating, Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-001-999-99-451-0000000

COST:

\$765,000

VENDOR:

Tex Air Filters (*Air Relief Technologies, Inc.*)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid Statics

Bid Number: 22-133

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 4

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

All District Campuses and Facilities

RATIONALE:

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

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF WEB-BASED ONLINE CURRICULUM PROGRAM FOR RETRIEVAL, RECOVERY, ACCELERATION, AND SPECIAL PROGRAMS FOR MIDDLE SCHOOLS AND HIGH SCHOOLS**

BACKGROUND:

The Web-based online curriculum offers a robust suite of research-based standards-aligned resources that are fully-aligned with the Texas Essential Knowledge and Skills (TEKS) and built in accordance with International Association for K-12 Online Learning (iNACOL) Standards. The digital content is aligned with the Texas College and Career Readiness Standards and Texas English Language Proficiency Standards as applicable.

The customizable digital solutions and the ability to provide access to all 6th -12th grade students will continue to meet the District’s challenge of improving student achievement for all learners including: Students with special education, and English Language Learners, Students with learning gaps in reading and mathematics, and those struggling to make adequate yearly progress. Also, this partner will aid us in our effort to prepare students for national assessments such as: TSI, SAT, ACT, and PSAT. The proper use of technology will support student achievement for all learners in a multitude of online and blended learning environments, including programming focused on retrieval, credit and grade recovery, and acceleration.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
2. Decline to Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6399-001-XXX-XX-152-000000

COST:

Not-to-Exceed Total - \$472,550

VENDOR:

Imagine Learning (formerly Edgenuity)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-047

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. 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:

High Schools:

Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
Paschal High School
Trimble Tech High School
Southwest High School
Western Hills High School
O.D.Wyatt High School
Benbrook Middle High School
Young Women’s Leadership Academy

Texas Academy of Biomedical Sciences
Young Men's Leadership Academy
World Languages Institute
Marine Creek Collegiate High School
TCC South FWISD Collegiate High School
I.M. Terrell Academy for VPA/STEM

Middle Schools:

Daggett Middle School
Wedgwood 6th Grade
J.P. Elder Middle School
The Leadership Academy at Forest Oak Middle School
William James Middle School
Kirkpatrick Middle School
McLean Middle School
Meacham Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Applied Learning Academy
Riverside Middle School
Rosemont Middle School
Stripling Middle School
Phalen Leadership Academy at J. Martin Jacquet Middle School
Wedgewood Middle School
Leonard Middle School
The Leadership Academy at Forest Oak 6th Grade
Rosemont 6th Grade
McLean 6th Grade
Jean McClung Middle School
Daggett Montessori

Alternatives:

Middle Level Learning Center/Metro Opportunity High School
Success High School
Juvenile Detention Center
Jo Kelly School Jo Kelly School
JJAEP (Pathways II)
Transition Center
International Newcomer Academy
Willoughby House
SPED Private/Homeschool
Boulevard Heights
Children's Medical
Safe Haven
Bridge Association

PK Satellite Centers
Tarrant Youth Recovery
Assessment Center
Insights

RATIONALE:

The Web-based Curriculum Program has been successfully used in our high schools, targeted middle schools and specialty campuses, for enabling many students to retrieve credits and/or accelerate academically. The fidelity, continuity, and security of the Web-Based Curriculum Program have resulted in many students being able to get back on track and graduate with their cohorts, obtain high school credit, and continue on their path to be college and career ready.

INFORMATION SOURCE:

Cherie Washington



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 3/9/2022
Quote No. 253966
Acct. No. 03:fo:TX:12215707
Total \$445,050.00
Pricing Expires 9/30/2022

Fort Worth Independent School District
100 N University Dr
Fort Worth TX 76107

RFP 18-047-Virtual Learning; Courseware Renewal

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty
1. Fort Worth Independent School District	Extension of RFP 18-047-Virtual Learning (4th year) - District License to 6-12 Courseware (Core, Virtual Tutors, STAAR EOC, TSI, SAT, GED, ASVAB, Electives) - 500 Single Enrollment Subscription-Based CTE Licenses - 20 Onsite Professional Development Days - Includes Access to MyPath Legacy 6-12 as needed		06/30/2023	1

Site	Description	Comment	End Date	Qty
1. Fort Worth ISD	Instructional Services @ the rate of \$275 per semester - Bill on usage quarterly up to and not to exceed 100 semester enrollments for the 2022/23 school year		06/30/2023	0

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to the attached Terms and Conditions between Imagine Learning LLC and Fort Worth Independent School District ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Fort Worth ISD

Signature: *Anita Perry*
 Print Name: Anita Perry
 Title: Executive Director
 Date: 6/1/2022

Imagine Learning Representative

Zach Henningsen
 Account Executive
 512.627.1465
 Zach.Henningsen@ImagineLearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 3/9/2022
Quote No. 253966
Acct. No. 03:fo:TX:12215707
Total \$445,050.00
Pricing Expires 9/30/2022

Subtotal	\$445,050.00
Total	\$445,050.00

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF MARKETING SERVICES**

BACKGROUND:

Fort Worth ISD (FWISD) borders various school districts. In addition, there are various charter operators in, or in close proximity to, District boundaries. In recent years, the marketing, for recruitment purposes, of ISDs and Charters has increased. Families need to be informed of the programming within Fort Worth ISD in order to make an informed choice.

Fort Worth ISD (FWISD) sought proposals from diverse and qualified firms to:

- 1) Administer comprehensive and diverse marketing campaigns,
- 2) Provide project-based PR and marketing services,
- 3) Create compelling marketing collateral,
- 4) Share information about the programs and opportunities of Fort Worth ISD,
- 5) Communicate programs, deadlines, requirements and other important information to all students, parents, families, staff, and community stakeholders, in various languages included but not limited to English and Spanish.

Respondents to this Request for Proposal were required to demonstrate the ability to perform a variety of marketing services in general and multicultural markets, including but not limited to: Marketing analyses and research, Campaign development, Online/print/digital/social media ads, and Various creative services. The services will be provided between July 1st, 2022 – March 30th, 2024.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Purchase of Marketing Services
2. Decline to Approve Purchase of Marketing Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Marketing Services

FUNDING SOURCE: **Additional Details**

General Fund	199-13-6299-001-999-99-417-000000.....	\$391,615
	XXX-13-6200-XXX-XXX-XX-XXX-XXXXXXX.....	\$893,000

COSTS:

Not-to-Exceed - \$1,234,615

VENDOR:

Alpha Business Images - ABI*

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-111

Number of Bid/Proposals received: 13

HUB Firms: 3*

Compliant Bids: 13

**Awarded vendor is a Historically Underutilized Business.*

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:

All Fort Worth ISD Schools

RATIONALE:

This contract will support FWISD’s effort to increase awareness about the District’s school and program options, attract and retain students, and positively impact district enrollment. This process would also gather information from our communities about the programming and support they would like to see in the schools. The information gathered will be valuable in the District’s continuous improvement efforts.

INFORMATION SOURCE:

David Saenz

Letter of Agreement (“Agreement” or “agreement”)

Date 5.19.21	Client: Fort Worth ISD
Job Number FWISD21005	Project: Marketing and Public Relations

Job Description and Usage

Alpha Business Images, LLC (“ABI”) will provide to Fort Worth ISD (“FWISD”) the services and works described herein (collectively, the “Work Product”):

SEE EXHIBIT A

- Build brand equity and awareness
- Build campaign to increase Enrollment of Students into Fort Worth ISD schools across the District
- Build campaign to increase enrollment of students into FWISD Gold Seal Program
- Build communication strategy for teacher retention

Project Management

Kayleigh Maddie and Bria Robinson will serve as the day-to-day contacts. Dawn Davidson will lead creative and Sophia Johnson will lead strategy. ABI’s team will work directly with David Saenz to ensure smooth, consistent communication is maintained throughout the project’s development. Sophia Johnson of ABI and David Saenz of FWISD will agree in writing on any changes to Work Product, assigned tasks, payment, or the project schedule.

Reporting - Communication is critical to the success of any relationship. ABI will prepare and submit status reports on activities and meetings as requested. In addition, ABI will be available to communicate with FWISD staff as needed to ensure close coordination for urgent deadlines and activities.

Payment and Term of Agreement

In exchange for Marketing & Advertising Services, FWISD will pay ABI a monthly fee based on any work completed in the previous month for agency fees, third-party

expenses and media buying as outlined in Exhibit A and any approved estimates. FWISD will pay the Monthly Fee beginning June 1, 2022 and continuing on the 15th day of each calendar month thereafter. ABI will accomplish the Work Product assignments including associated meetings. Should FWISD wish to engage ABI on assignments that exceed assignments detailed under Work Product, a separate written agreement for the additional scope of services and payment of the amount for additional fees will be required. For any third-party expenses, a cost estimate will be given to FWISD for approval in writing before such costs are billed to FWISD, and ABI shall not be required to incur any such third-party expenses until ABI receives written approval from FWISD. The Monthly Fee does not cover any third-party expenses (including, without limitation, costs for photography, printing, video production, materials, more than one full color sample, courier, shipping, specialty fonts, stock photography, photo manipulation, illustrations, and any other third-party products and/or services). All other third-party cost will be paid upon delivery of finished products to FWISD.

The term of this Agreement is one year with two renewable years. This Agreement will terminate automatically at the end of one year unless ABI and FWISD renew for another term on or before the termination date of the Agreement.

Terms and Conditions

All Work Product and all tangible and intangible rights therein shall belong exclusively to FWISD and all Work Product shall, to the extent possible, be considered a work made for hire for FWISD within the meaning of Title 17 of the United States Code. To the extent any such Work Product is not considered a work for hire, ABI hereby automatically, irrevocably and always SELLS, ASSIGNS, CONVEYS, AND OTHERWISE FULLY TRANSFERS all right, title, and interest in such Work Product, including all rights in the processes relating to the Work Product, and all copyrights and other Intellectual Property Rights pertaining to the Work Product.

For purposes of this Agreement, “Intellectual Property Rights” means any and all (a) patents, patent disclosures and inventions (whether patentable or not), (b) rights to make, have made, prepare, have prepared, sell, have sold, export, have exported, import, have imported, license, and have licensed, (c) trademarks, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (d) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (e) computer software programs, data, databases and documentation thereof, (f) trade secrets and other confidential information, (g) other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, (h) registrations, applications, renewals, extensions, continuations, divisions, revisions, revivals or reissues thereof now or hereafter in effect, (i) causes of action for past, present or future infringement or misappropriation of, based upon, or

relating to, the Work Product and any and all rights to receive income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and (j) profits, benefits, and advantages that shall or may arise from any of the foregoing.

Notwithstanding anything in this Agreement to the contrary, the Work Product and the Intellectual Property Rights do not include anything that ABI uses or creates to use for itself or for ABI's other customers in the ordinary course of ABI's business (including, without limitation, digital templates, animation techniques, online application development, videos, and any other such items) ("ABI's Tools"). However, ABI's Tools do not include anything delivered to FWISD or created by ABI solely for FWISD pursuant to this Agreement using ABI's Tools.

At the request of FWISD, its successors and/or permitted assigns, ABI will, without additional consideration, timely execute all papers and perform such other acts as FWISD, its successors or assigns, deems necessary to ensure that FWISD is the sole owner of all Intellectual Property Rights in the Work Product and to otherwise give full and proper effect to this Agreement.

An approval signature on this Agreement shall be evidence of consent and agreement.

FWISD agrees that it shall not hold ABI or its agents, subcontractors, owners, members, shareholders, partners, directors, officers, managers, independent contractors, attorneys, accountants, advisors, or employees ("ABI's Related Parties") liable for any incidental or consequential damages that arise from ABI's or ABI's related Parties' failure to perform any aspect of the Agreement in a timely manner, regardless of whether such failure was caused by negligent acts or omissions of ABI, ABI's Related Parties, or a third party.

If either party breaches this Agreement, then the other party may terminate this Agreement upon fourteen (14) days written notice to the breaching party. Notice shall be delivered to Sophia Johnson for ABI or David Saenz for FWISD (as the case may be). If FWISD breaches this Agreement, FWISD shall pay to ABI \$2,500 plus any unpaid fees amount due and owing to ABI prior to the date of termination and any third-party expenses incurred on behalf of FWISD by ABI as liquidated damages. If ABI and/or its subcontractors breaches this Agreement, ABI shall pay to FWISD \$2,500 as liquidated damages. The parties agree that in such an event actual damages will be difficult to measure and that the agreed amounts are reasonable.

Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party thirty (30) days prior written notice (to the notice addresses set forth below). Upon such termination, ABI will render and deliver to FWISD a final invoice for all unpaid fee amounts, charges, expenses, and any other costs due to ABI and accrued prior to the date of termination from FWISD or incurred by ABI on behalf of FWISD under this Agreement. FWISD will pay to ABI the full amount shown on the invoice within seven (7) days from the date of the invoice, unless FWISD disputes the

invoice amount, at which time the dispute resolution provisions of this Agreement set forth below will be followed with respect to the disputed amount, but any undisputed amount will be paid with seven (7) days from the date of the invoice.

At such time that this Agreement terminates (whether for cause, automatically, or as a result of a breach) and upon payment in full by the FWISD to ABI of the amount shown on ABI's final invoice, all Work Product, in whatever format, created for FWISD pursuant to the terms of this Agreement shall be delivered to FWISD within ten (10) days of the expiration of the Agreement with usage rights as outlined in this Agreement. If FWISD disputes an amount shown on ABI's final invoice but wants all or any portion of the Work Product delivered before the dispute is resolved, then FWISD shall pay to ABI the reasonable value of such Work Product, and ABI shall deliver such Work Product to FWISD within ten (10) days after ABI receives such payment.

ABI's performance under this Agreement is expressly conditioned on cooperation from FWISD, including, without limitation FWISD providing access to and accurate and timely communication with FWISD's leadership and feedback from FWISD leadership and designated representatives.

There are no third-party beneficiaries to this agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, and any attempted assignment is void, except that ABI has the right to use subcontractors to assist ABI in providing the services ABI is required to perform under this agreement. ABI will inform and obtain written approval from FWISD of subcontractors before engaging the subcontractors for FWISD services. Subject to the \$7,500 liquidated damages provision stated above, ABI is liable to FWISD for the actual damages to FWISD caused by any subcontractor controlled by ABI for breach of the subcontractor's duties under this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall ABI's liability to FWISD for the acts or omissions of any subcontractor include any consequential, punitive, or exemplary damages related to any breach of contract, torts, or other unlawful acts or omissions.

This agreement constitutes the entire agreement of the parties relating to the subject matter of, and the transactions contemplated by this agreement. Any and all previous agreements with respect to these matters are superseded by this Agreement, subject to any exceptions expressly stated in this agreement. No oral understandings, statements, promises, or inducements contrary to or inconsistent with the terms this Agreement exists.

No term, provision or condition of this agreement may be modified in any respect except by writing that is executed by the parties to this agreement.

No person has any authority to make any representations or promises on behalf of any of the parties not set forth herein, and this Agreement has not been executed in

reliance upon any representation or promise except those expressly contained in this agreement.

THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, WHERE APPLICABLE, THE LAWS OF THE UNITED STATES.

The obligations of the parties are performable and venue for any dispute or legal action arising out of this agreement shall lie in Dallas County, Texas.

Any disputes arising out of this Agreement shall be submitted by either party to JAMS located in Dallas County, Texas for mediation. Mediation shall be non-binding. Mediation shall occur in Dallas, Texas. The cost of any mediator used by the parties shall be paid equally by both parties. ABI and FWISD shall pay their own attorneys' fees related to mediation. If the issue is not resolved within thirty (30) days from the date the issue was submitted to mediation, the dispute may be submitted to a court of competent jurisdiction in Dallas County, Texas. The prevailing party in the litigation is entitled to the recovery of reasonable attorneys' fees.

Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the following addresses:

For ABI: Sophia Johnson
 400 North Saint Paul
 Suite 300
 Dallas, Texas 75201

For FWISD: David Saenz
 100 N University Drive
 Fort Worth, Texas 76107-3010

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this agreement.

Both parties acknowledge having carefully read this Agreement; that they have had the opportunity to review this Agreement with their own counsel; that they fully understand its final and binding effect; and that each party is signing this Agreement knowingly and voluntarily.

The failure of either party to enforce or to require timely compliance with any term or provision of this Agreement shall not be deemed to be a waiver or relinquishment of

rights or obligations arising hereunder, nor shall this failure preclude the enforcement of any term or provision or avoid the liability for any breach of this Agreement.

Each part, term, or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. Any invalid, unlawful, or unenforceable provision in this Agreement shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties regarding such provision.

This Agreement shall be deemed drafted equally by the parties. The language in the Agreement shall be construed as a whole and according to its plain meaning. Any presumption or principle that the language is to be construed against any party shall not apply. Any headings in this agreement are for convenience and are not intended to affect construction or interpretation. The plural includes the singular and the singular includes the plural; "any" and "all" each mean "any and all"; "each" and "every" each mean "each and every"; and "including" and "includes" are each "without limitation."

This Agreement may be executed in multiple counterparts. All counterparts taken together will constitute this Agreement.

If you agree to the terms of this Agreement, please so indicate by signing below and returning two copies of the original. One fully executed copy will be returned to you for your files.

We are looking forward to an exciting year of marketing the Fort Worth ISD and strengthening its reputation as subject matter on the North Texas region.

Sincerely,

Sophia R. Johnson
Chief Executive Officer
Alpha Business Images, LLC

Alpha Business Images, LLC

By: _____
Printed Name: Sophia R. Johnson

Title: CEO

Date: _____

Agreed and Accepted:



Fort Worth ISD

By: _____
Printed Name: David Saenz

Title: Chief Innovation Officer

Date: _____

Client	FWISD									
Media Plan	2022 - 2024									
Agency	ABI									
					Internal Campaign (Email/ Newsletters + Print collaterals for internal distribution/ messaging)					
					FY22-23 Enrollment Campaign	Awareness Campaign (Social Media + Display)				
FWISD 2022-2023 Media Plan			Gross Budget (18 months)	June	July	August	September	October	November	December
Paid Advertising										
Digital Ads										
Targeted Digital Display/Remarketing/GEO Fencing			\$94,500		\$7,000	\$7,000	\$4,500	\$4,500	\$4,500	\$4,500
Social Media Ads										
Facebook/Instagram			\$69,000		\$5,000	\$5,000	\$3,000	\$3,000	\$3,000	\$3,000
YouTube			\$85,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
LinkedIn			\$25,500				\$2,000	\$2,000	\$2,000	\$2,000
Tik Tok			\$13,500		\$2,500	\$2,500				
SnapChat			\$13,500		\$2,500	\$2,500				
Radio Ads										
Terrestrial Radio			\$122,000		\$15,000	\$15,000				
Video Ads										
Cable TV/ Streaming TV			\$306,000		\$40,000	\$40,000				
Direct Mailer										
Targeted DM to the focus zipcodes			\$60,000							
Email										
E-blast Campaign			\$9,000							
Outreach										
Outreach Campaign			\$30,000		\$5,000	\$5,000				
Public Relations + Media Relations										
PR + MR to communication FWISD stories and build brand equity			\$15,000							\$5,000
MEDIA TOTAL			\$843,000	\$0	\$82,000	\$82,000	\$14,500	\$45,000	\$45,000	\$19,500
Additional Costs										
Account Management & Administration			\$59,400	\$3,300	\$4,950	\$3,300	\$4,950	\$1,980	\$1,980	\$1,980
Creative & Copywriting			\$106,425	\$2,475	\$7,425	\$4,950	\$7,425	\$4,950	\$4,950	\$4,950
Video Production			\$105,000		\$50,000					
Radio Production			\$30,000		\$10,000					
Marketing Research (2 Market Research: Enrollment + Staff)			\$60,000	\$60,000						
Focus Group			\$10,000							
Media Strategy, Planning, Buying & Campaign Optimization			\$20,790		\$1,650	\$1,650	\$330	\$330	\$330	\$330
ADDITIONAL COSTS TOTAL			\$391,615	\$65,775	\$74,025	\$9,900	\$12,705	\$7,260	\$7,260	\$7,260
Overall Campaign Budget			\$1,234,615	\$65,775	\$156,025	\$91,900	\$27,205	\$52,260	\$52,260	\$26,760

EXHIBIT A

Gold Seal Program Enrollment Campaign			FY23-24 Enrollment					Awareness Campaign (Social Media + Display)				
January	February	March	April	May	June	July	August	September	October	November	December	January
\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$6,000	\$7,000	\$7,000	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$4,500	\$5,000	\$5,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
\$3,000	\$3,000	\$3,000	\$3,500	\$3,500	\$4,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
\$2,500	\$2,500	\$2,500						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
			\$1,000	\$1,000	\$1,500	\$2,500	\$2,500					
			\$1,000	\$1,000	\$1,500	\$2,500	\$2,500					
\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$12,000	\$15,000	\$15,000					
\$22,000	\$22,000	\$22,000	\$25,000	\$25,000	\$30,000	\$40,000	\$40,000					
				\$30,000								\$30,000
				\$9,000								
			\$3,000	\$3,000	\$4,000	\$5,000	\$5,000					
			\$5,000								\$5,000	
\$45,000	\$45,000	\$45,000	\$56,000	\$90,000	\$63,500	\$82,000	\$82,000	\$14,500	\$14,500	\$14,500	\$19,500	\$44,500
\$4,950	\$1,980	\$1,980	\$4,950	\$3,300	\$3,300	\$3,300	\$3,300	\$1,980	\$1,980	\$1,980	\$1,980	\$1,980
\$7,425	\$4,950	\$4,950	\$7,425	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950
\$25,000			\$30,000									
\$10,000			\$10,000									
			\$5,000					\$5,000				
\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$330	\$330	\$330	\$330
\$49,025	\$8,580	\$8,580	\$59,025	\$9,900	\$9,900	\$9,900	\$9,900	\$13,580	\$7,260	\$7,260	\$7,260	\$7,260
\$94,025	\$53,580	\$53,580	\$115,025	\$99,900	\$73,400	\$91,900	\$91,900	\$28,080	\$21,760	\$21,760	\$26,760	\$51,760

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: 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

BACKGROUND:

The District has developed curriculum in all core-subject areas over the past summer and academic year. The District curriculum is written on an Understanding by Design (UbD) framework. This framework is conceptual and highly effective in helping teachers design activities to engage students. The supplemental resource proposed for purchase is used either as a core-subject curriculum or a supplemental resource in 75% of the districts in Texas. The District will use it as a resource and a supplement to provide teachers with a greater variance of activities and assessments as a complement to the District-produced core curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-001-XXX-99-119-000000

COST:

\$389,125

VENDOR:

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 the Master Interlocal Agreement Contract No. 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:

All Campuses

RATIONALE:

The Texas Resource System (TRS) materials are aligned to the TEKS and the resources have demonstrated effectiveness in many districts when implemented either as a supplemental resource or a primary curriculum. The supplemental resource will benefit the District by providing teachers with additional activities and strategies based on the District's scope and sequence to raise student achievement.

INFORMATION SOURCE:

Marcey Sorenson



Clyde W. Steelman, Jr., Ed.D.
Executive Director

TEKS Resource System Quote Options 2022- 2023
Fort Worth ISD

May 3, 2022

The table below represents Fort Worth ISD’s TEKS Resource System (TRS) purchase details and **estimated** costs for the 2022-2023 school year. All services will be effective from September 1, 2022, through August 31, 2023. **This quote is strictly for budget planning purposes only.**

Online submission of a contract will be required for service activation.

Component	Fee Explanation	Fee
TEKS Resource System Subscription	<i>\$5 per K-12 student enrollment (72,649)</i>	\$363,245
	<i>Annual Subscription Fee for 136 campuses</i>	\$25,730
	<i>Implementing TEKS RS Fee</i>	\$150
	<i>One Time Technology Set Up Fee</i>	\$0
Estimated Total for 2022-2023		\$389,125

Please contact Haleigh Wallace at hwallace@esc11.net or 817.740.3617
with any questions or changes to this quote.
1451 South Cherry Lane White Settlement, TX 76108 • 817-740-3600 • www.esc11.net

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

The Instructional Services Division offers the following services to school districts/charter schools that sign the TEKS Resource System Contract:

Gold Package

- Access to TEKS Resource System – two (2) full-day trainings specific to District/Campus
- Access to TExGuides – one (1) full-day training
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation – one (1) full-day training
- Administrator Training
- Technical Support (Unlimited)
- *Special Pricing* on instructional coaching and other learning opportunities

Silver Package

- Access to TEKS Resource System – two (2) full-day trainings specific to District/Campus
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation – one (1) full-day training
- Administrator Training
- Technical Support (Unlimited)
- *Special Pricing* on instructional coaching and other learning opportunities

ESC Region 11 Contact

TEKS Resource System Specialist
(817) 740-7632

Price List — 2022-2023

The fee is based on technology fees and support fees.

- One-time set-up fee for new districts or additional campuses (see chart below)
- Annual subscription fee (see chart below)
- Annual Support & Development Fee — \$5 x enrollment
- Implementing TEKS Resource System (Pacing Tools) — \$150
- TExGuides — *Gold package members only (see additional pricing at the bottom of page)

Technology Fee Structure

# Traditional Campuses	One-Time Set-Up Fee <i>(Year 1 Districts or addition of campuses)</i>	Annual Subscription Fee
<3 or 1A/2A	\$1,000	\$1,500
3	\$3,250	\$2,160
4	\$3,500	\$2,160
5	\$3,750	\$2,160
6	\$4,000	\$2,340
7	\$4,250	\$2,520
8	\$4,500	\$2,700
9	\$4,750	\$2,880
10	\$5,000	\$3,060
11	\$5,250	\$3,240
12	\$5,500	\$3,420
13	\$5,750	\$3,600
14	\$6,000	\$3,780
15	\$6,250	\$3,960
16	\$6,500	\$4,140
17	\$6,750	\$4,320
18	\$7,000	\$4,500
19	\$7,250	\$4,680
20	\$7,500	\$4,860
21	\$7,750	\$5,040
22	\$8,000	\$5,220
23	\$8,250	\$5,400
24	\$8,500	\$5,580
25	\$8,750	\$5,760
>25	<i>Contact ESC Region 11 for pricing structure.</i>	

TExGUIDE Fee Structure

Student Enrollment	Fee
1-1,667 additional students > 1,667	\$5,000 base fee \$3 per student*

98

**Example: A district with an enrollment of 2,000 students would pay \$5,000 for the first 1,667 students and \$999 (333 additional students x \$3 each) to total \$5,999.*

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: APPROVE CONFERENCE REGISTRATION FOR ADMINISTRATORS,
INSTRUCTIONAL LEADERS, AND TEACHERS**

BACKGROUND:

These research-based professional development events advance the capacity of administrators, instructional leaders, and teachers to improve academic language proficiency for all students in all content areas. Through interactive workshops, conference presenters demonstrate how teachers can engage and support all learners, particularly Emergent Bilinguals, in rigorous and collaborative academic work and how administrators and instructional leaders can foster teacher professional development.

The conferences for teachers, administrators, and teacher leaders will be led by experts in the field of second language acquisition. Presentation materials for the conferences are included in the registration fee. The professional development series for administrators and instructional leaders will include focused classroom observations and debriefs designed to assist campus leaders in assessing and developing effective teacher practices for working with Emergent Bilinguals.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

- 1. Approve Conference Registration for Administrators, Instructional Leaders, and Teachers
- 2. Decline to Approve Conference Registration for Administrators, Instructional Leaders, and Teachers
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Conference Registration for Administrators, Instructional Leaders, and Teachers

FUNDING SOURCE: Additional Details

General Fund 199-13-6411-BEA-999-25-370-000000

COST:

Not-to-Exceed - \$547,000

VENDOR:

WestED

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083-A

Number of Bid/Proposals received: 70

HUB Firms: 8

Compliant Bids: 70

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

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

District - Wide

RATIONALE:

The focus and methodology of the professional development program addresses a demonstrated instructional need, revealed through the Texas English Language Proficiency Assessment System (TELPAS) and the State of Texas Assessments of Academic Readiness (STAAR) results, to provide greater rigor and scaffolded support for Emergent Bilinguals in Fort Worth ISD (FWISD). Assisting teachers to better develop the use of students' academic English to enhance classroom questioning, discussion, and overall discourse can benefit students at all grade levels and content areas. Developing this pedagogical knowledge in FWISD teachers will help further our students' academic progress. The leadership institute and classroom visits will help administrators and instructional leaders to support teachers in their implementation of this pedagogical approach. Furthermore, the apprenticeship of new professional developers will allow for sustainability of this initiative. To date, eighteen FWISD teachers, instructional coaches, and administrators have been certified to present the English Language Arts and Reading (ELAR)/Social Studies and Math Building the Base Institutes. Approval of this purchase will allow District staff to present the Elementary and Spanish institutes.

INFORMATION SOURCE:

Marcey Sorensen

	<p>Professional Learning (Friday, October 7)</p> <p>Visit 2 Professional Learning (Monday, October 10) Classroom Observation (Tuesday, October 11/Wednesday, October 12, 2022)</p> <p>Visit 3 Professional Learning (Monday, February 20) Classroom Observation (Tuesday, February 21/Wednesday, February 22, 2023)</p> <p>Visit 4 Professional Learning (Monday, March 27, 2023)</p>
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Project Cost

Service Description	Cost of Service	Suggested Number of Services	Total Cost
QTEL Professional Learning Building the Base Institutes (Elementary)	Registration fees for 24 teachers to participate in 4-day institute 45,000 at \$1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)	2	90,000
QTEL Professional Learning Building the Base Institutes (Spanish Language)	Registration fees for 24 teachers to participate in 4-day institute 45,000 at \$1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)	2	90,000
QTEL Professional Learning Building the Base Institutes (Science)	Registration fees for 24 teachers to participate in 4-day institute 45,000 at \$1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)	2	90,000
Apprenticeship Support for (12) Apprentices (Phase I & II)	Registration fees for 12 apprentices to participate in Phase I & II Apprenticeship Support 59,000 at \$4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)	1	59,000
Apprenticeship Support for (12) Apprentices (Phase III)	Registration fees for 12 apprentices to participate in Phase III Apprenticeship Support 59,000 at \$4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)	1	59,000
	Registration fees for 12 apprentices to	1	59,000

Apprenticeship Support for (12) Apprentices (Phase IV)	participate in Phase IV Apprenticeship Support 59,000 at \$4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)		
QTEL Year-Long Professional Learning for Instructional Leaders and Administrators	Registration fees for 32 Instructional Leaders to participate in Year-Long Professional Learning \$100,000 at \$3,125 per registrant. (If number of registrants is lower than 32, per registrant fee will increase)	1	100,000
		TOTAL COST	\$547,000

Note: All these services are fixed price and reflect complete course buyouts for a total of **\$547,000** for one year as illustrated in the timeline below. Dates and times to be negotiated with the client. All trainings include materials and textbooks required for the courses are included in the course price.

Proposed Timeline of Professional Learning Activities for FWISD 2022-2023

Date (Tentative)	Event
Fall, 2022	<ul style="list-style-type: none"> 4-day QTEL Elementary Institute 4-day QTEL Spanish Institute 4-day QTEL Science Institute Apprenticeship Support (phase 1 activities, including: attend institutes, prep for lesson planning; participant observation)
Fall, 2022	<ul style="list-style-type: none"> Leadership (Visit 1 and 2, including PL Sessions 1 & 2; Classroom 1) Apprenticeship Support (phase 2 activities, including: participant observations; classroom observations; revised lesson plan; prep seminars for written exercise; benchmark certificate provided)
Winter, 2023	<ul style="list-style-type: none"> Leadership (Visit 3, including PL Session 3; Classroom Visit 2) Apprenticeship Support (Phase III activities, support to design their own PD; benchmark certification provided)
Spring, 2023	<ul style="list-style-type: none"> Leadership (Visit 4, including PL Session 4)

	<ul style="list-style-type: none"> Apprenticeship Support (Phase IV activities, support to conduct 4-day Building the Base discipline-specific institute)
Summer, 2023 <i>(Possible Dates for institutes: June, 2023)</i>	<ul style="list-style-type: none"> 4-day QTEL Elementary Institute 4-day QTEL Spanish Institute 4-day QTEL Science Institute Apprenticeship Support (Phase IV activities, final support to present 4-day Building the Base discipline-specific institute; benchmark certification provided)

WestEd/QTEL Qualifications

WestEd

The Quality Teaching for English Learners (QTEL) Initiative is part of the Teacher Professional Development program at WestEd. WestEd is a preeminent educational research, development, and service organization with over 600 employees and 15 offices nationwide. Over the past 4 decades, WestEd has been a leader in moving research into practice by conducting research and development programs, projects, and evaluations, providing training and technical assistance, and working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. WestEd has over 400 active contracts at any given time, working within most states in the U.S. as well as an increasing number of international projects. In FY 2014, the agency is expecting to operate on program funding of approximately \$135 million. Funding for specific projects comes from sources including the U.S. Department of Education (ED), National Science Foundation, U.S. Department of Justice, state departments of education, and universities, as well as school districts, foundations, and other state and local agencies across the country. This large variety of funding sources provides WestEd with a stable funding base and hence a stable organizational structure for carrying out the work of this proposal. WestEd boasts expertise in curriculum development, training, student assessment, school improvement, community partnership building, research and evaluation methods, and policy analysis. Leveraging this expertise, the agency currently hosts a number of centers that conduct R&D and provide technical assistance to state departments of education and school districts nationwide.

WestEd’s mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects. Figure 1 indicates how WestEd’s core work is distributed by type of R&D activity (based on the FY2014 project characteristics survey).

Figure 2. WestEd Work: Type Of Activity (2014)

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE PURCHASE OF ONLINE LITERACY RESOURCES FOR LEADERSHIP ACADEMY NETWORK SCHOOLS FOR THE 2022 – 2023 SCHOOL YEAR

BACKGROUND:

The Leadership Academy Network (LAN) provides students opportunities that are designed to accelerate student achievement related to reading as well as build instructional capacity to drive student achievement. Through capacity building in the area of literacy, the LAN will be further equipped to produce student achievement that meets/exceeds contractual targets. The LAN would like to continue this effort for the 2022 – 2023 School Year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 – 2023 School Year
2. Decline to Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 – 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	199-11-6399-TWU-117-24-416-000000.....	\$14,355.48
	199-11-6399-TWU-124-24-416-000000.....	\$14,588.72
	199-11-6399-TWU-129-24-416-000000.....	\$13,256.75
	199-11-6399-TWU-144-24-416-000000.....	\$13,360.61

COST:

\$55,561.56

VENDOR:

Renaissance Learning Inc.

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 – 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:

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at Como Elementary School
The Leadership Academy at John T. White Elementary School

RATIONALE:

This purchase will provide the four (4) campuses under the Leadership Academy Network with key concepts and practices upon which accelerated improvement is likely for the 2022 – 2023 school year. The purchase of these services will allow our schools to better analyze students' abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement. The purchase of these items for the network will also allow individual campuses to take advantage of the collective purchasing, yielding a greater overall discount.

INFORMATION SOURCE:

David Saenz

Renaissance[®] myON Personalized Literacy Quote

Renaissance Learning, Inc. | PO Box 8036, Wisconsin Rapids WI 54495-8036 | www.renaissance.com
 Phone: (800) 338-4204 | Fax: (877) 280-7642 | Federal I.D. 39-1559474

Whitney Clark
Fort Worth Leadership Academy
1201 Wesleyan Street Fort Worth, TX 76107

Cost proposal		TOTAL
Products & services provided by Renaissance:		
1	Como Elementary School Accelerated Reader / myON	\$14,355.48
2	John T White Elementary School Accelerated Reader / myON	\$13,256.75
3	Maude I. Logan Elementary School Accelerated Reader / myON/ Star Reading	\$14,588.72
4	Mitchell Boulevard Elementary School Accelerated Reader / myON	\$13,360.61
Discount included in Total		\$12,928.83
Grand Total:		\$55,561.56

School	Enrollment
Como Elementary	386
John T. White Elementary School	417
Maude L. Logan Elementary School	314
Mitchell BLVD Elementary School	359

Subscription Dates-7/1/2022-6/30/2023
 Quote 2760876

Includes: Accelerated Reader, myON, myON News, publishers, Star Reading

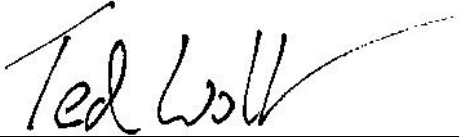
signing below, you

- 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, as previously negotiated, amended, and agreed to by the Parties.

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 8/31/2022. Prices are subject to change thereafter. 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: Fort Worth ISD
	Signed:
Name: Ted Wolf	Nicholas Gesualdi, Director Strategic School Design & Support
Title: VP - Corporate Controller	Signed:
Date: 3/10/2022	Kent P. Scribner, Ph. D., Superintendent of Schools
	Signed:

PD
AS
NG
DB

Tobi Jackson, School Board President

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE PURCHASE OF ADAPTIVE ONLINE INSTRUCTIONAL MATH PROGRAM FOR STUDENTS AT THE LEADERSHIP ACADEMY NETWORK**

BACKGROUND:

This supplemental fact fluency program will provide math materials and online instructional math programs to Leadership Academy Network students both in English and Spanish. The District would like to continue using this service to our students for the 2022 – 2023 School Year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network
2. Decline to Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6399-TWU-045-24-416-000000.....	\$20,445
	199-11-6399-TWU-064-24-416-000000.....	\$20,445
	199-11-6399-TWU-117-24-416-000000.....	\$20,445
	199-11-6399-TWU-124-24-416-000000.....	\$20,445
	199-11-6399-TWU-129-24-416-000000.....	\$20,445
	199-11-6399-TWU-144-24-416-000000.....	\$20,445

COST:

\$122,670

VENDOR:

Imagine Learning

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 653-21. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed: Bid

- 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:

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Forest Oak Middle School
The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Como Elementary School

RATIONALE:

Fact fluency is a foundational element for students to be successful in mathematics. This online program and site license can be used at home or at school to increase fact fluency and automaticity. It is proven to be effective at developing mathematical skills thus improving students' beliefs about their abilities to do mathematics, and will be provided in both English and Spanish.

INFORMATION SOURCE:

David Saenz



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 9/1/2022
Quote No. 239531
Acct. No. 03:fo:TX:12215707
Total \$122,670.00
Pricing Expires 8/31/2023

Fort Worth Independent School District
100 N University Dr
Fort Worth TX 76107

Please reference BuyBoard Contract 653-21 and associated Terms and Conditions.

Payment Schedule	Contract Start	Contract End
	9/1/2022	8/31/2023

Site	Description	Comment	End Date	Qty
1.	Como Elementary School			
2.	Glencrest 6th Grade School			
3.	John T White Elementary School			
4.	Leadership Academy at Forest Oak MS			
5.	Leadership Academy at Maude I Logan Elem			
6.	Mitchell Boulevard Elementary School			
	Imagine Math Facts Site License		08/31/2023	6
	MyPath K-12 Reading and Math Site License		08/31/2023	6
	MyPath NWEA MAP Integration Annual Subscription		08/31/2023	6

Site	Description	Comment	End Date	Qty
1.	Fort Worth Independent School District			
	Professional Development Onsite Day		08/31/2023	3

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

AS PD NG DR
Fort Worth ISD

Signature: _____
Print Name: Nicholas Gesualdi
Title: Director, Strategic School Design & Support
Date: _____

Imagine Learning Representative

Zach Henningsen
Account Executive
512.627.1465
Zach.Henningsen@ImagineLearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 9/1/2022
Quote No. 239531
Acct. No. 03:fo:TX:12215707
Total \$122,670.00
Pricing Expires 8/31/2023

Site	Description	Comment	End Date	Qty
	Professional Development Webinar Training		08/31/2023	6

Subtotal \$122,670.00
Total \$122,670.00



Vendor Contract Information Summary

Vendor Name Imagine Learning, Inc.
Contact Accounting Department
Phone Number 8013775071
Email purchaseorders@imaginelearning.com
Website www.imaginelearning.com
Federal ID 01-0814204
Accepts RFQs Yes
Address Line 1 382 W. Park Circle Ste. 100
Vendor City Provo
Vendor Zip 84604
Vendor State UT
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 15 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 Texas
Contract Name Instructional Materials and Classroom Teaching Supplies
and Equipment
Contract # 653-21
Effective Date 11/01/2021
Expiration Date 10/31/2024
Quote Reference Number 653-21



Vendor Contract Information Summary

Return Policy Imagine Learning provides software as a service on a subscription basis. There is no return of physical goods. For the software license, if the end user loses funding, Imagine Learning is willing to negotiate a return of unused portion of subscription.

Additional Dealers Imagine Learning, Tucson, AZ

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE LITERACY AND TUTORING SERVICES FOR THE LEADERSHIP ACADEMY NETWORK THROUGHOUT THE 2022 - 2023 SCHOOL YEAR**

BACKGROUND:

This national education non-profit organization has a proven record of providing highly structured, volunteer-based tutoring with positive results for students. Both parties will work collaboratively to establish strong relationships with students providing on-site and remote literacy related services, resources, and tutoring programs for students during the 2022 – 2023 school year. The vendor provides 1:1 literacy for a specific list of students based on goals and objectives. Specifically, the vendor provides fundamental reading skills using a one-on-one model with targeted lessons based on students' individual goals and objectives (utilizing previous data). Individual students that engage in the program are referred by their teachers and principals.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year
2. Decline to Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year

FUNDING SOURCE: **Additional Details**

ESSER Fund	282-11-6299-LDA-117-24-950-000000-22F32.....	\$25,000
	282-11-6299-LDA-124-24-950-000000-22F32.....	\$25,000
	282-11-6299-LDA-129-24-950-000000-22F32.....	\$25,000
	282-11-6299-LDA-144-24-950-000000-22F32.....	\$25,000

COST:

\$100,000

VENDOR:

Reading Partners

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083

Number of Bid/Proposals received: 90

HUB Firms: 16

Compliant Bids: 90

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:

Texas Wesleyan University/ Leadership Academy Network

Office of Innovation

The Leadership Academy at Maude I. Logan Elementary School

The Leadership Academy at Mitchell Boulevard Elementary School

The Leadership Academy at Como Elementary School

The Leadership Academy at John T. White Elementary School

RATIONALE:

This purchase will provide the four (4) campuses under the Leadership Academy Network with key concepts, practices, and resources upon which accelerated improvement is likely for the 2022 – 2023 school year. These services will allow our schools to better analyze students' abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement.

INFORMATION SOURCE:

David Saenz



Reading Partners

2910 Swiss Avenue
 Dallas, TX 75204
 Phone: (214) 821-4500

QUOTE	
Date	4/27/22
Invoice ID	\$100,000.00
Amount Due	\$100,000.00

CUSTOMER

Fort Worth Independent School District
 Leadership Academy Network
 3015 Avenue D Ste 204
 Fort Worth, TX 76105

Customer ID	Customer PO	Order Date	Shipped Via	FOB
FWISD - LAN		4/27/22		
Terms	Due Date	If Paid By	Deduct	Sold By
			0.00	

Item No	Description	Qty	Unit	Unit Price	Discount	Extended Price
3479	Individualized literacy services for identified K-3rd grade students during the 2022-23 school year at the following campuses: Como Elementary John T. White Elementary Maude Logan Elementary Mitchell Boulevard Elementary	1.00 1.00 1.00 1.00				\$25,000.00 \$25,000.00 \$25,000.00 \$25,000.00
Sub Total						\$100,000.00
Sales Tax						\$0.00
Total						\$100,000.00
Total Due						\$100,000.00

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

**TOPIC: APPROVE LEADERSHIP ACADEMY NETWORK PROFESSIONAL
LEARNING PLAN FOR THE 2022 – 2023 SCHOOL YEAR**

BACKGROUND:

The onsite professional development academy/workshop will utilize unique blended learning resources and solutions for educators that includes items such as a consumable textbook, adaptive software for independent practice. This will also include in-class modeling to assist teachers with developing key indicators for student data and observing/debriefing lessons. It will provide connections for grades 3-12 teachers, and allow them to engage in enhanced in-classroom support, custom professional development, and attendance at the National Math Institute.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year
2. Decline to Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	199-11-6291-TWU-045-11-416-000000.....	\$38,946.67
	199-11-6291-TWU-064-11-416-000000.....	\$38,946.67
	199-11-6291-TWU-117-11-416-000000.....	\$38,946.68
	199-11-6291-TWU-124-11-416-000000.....	\$38,946.68
	199-11-6291-TWU-129-11-416-000000.....	\$38,946.68
	199-11-6291-TWU-144-11-416-000000.....	\$38,946.68

COST:

\$233,680.06

VENDOR:

Carnegie Learning

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-044

Number of Bid/Proposals received: 156

HUB Firms: 34

Compliant Bids: 156

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:

Texas Wesleyan University/ Leadership Academy Network

Office of Innovation

The Leadership Academy at Forest Oak Middle School

The Leadership Academy at Forest Oak – 6th Grade Campus

The Leadership Academy at Maude I. Logan Elementary School

The Leadership Academy at Mitchell Boulevard Elementary School

The Leadership Academy at John T. White Elementary School

The Leadership Academy at Como Elementary School

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with key instructional development practices and professional development upon which accelerated improvement is likely for the 2022 – 2023 school year. On-site instructional coaching and targeted accelerated instruction will promote teacher capacity and student achievement and contribute to the LAN’s partnership goals for student growth and achievement.

INFORMATION SOURCE:

David Saenz



501 Grant St, STE 1075
 Pittsburgh, PA, 15219
 (888) 851-7094

QUOTE NO: Q-32083

DATE: 4/6/2022
 EXPIRES ON: 7/22/2022

CONTACT INFORMATION		
Ft Worth Ind School District 100 N University Dr Suite SE223 FORT WORTH, TX, 76107	Priscila Dilley District Administrator 817-871-2000 priscila.dilley@fwisd.org	Sharon Roth 9728242501 sroth@carnegielearning.com

TX Wesleyan LAN Professional Development 22-23

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL Onsite Consulting, Coaching, & Support Math (PL)	Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or Partnership Meeting per day		30	Included
PL Onsite Academy or Custom Workshop Math (PL)	Onsite Academy or Custom Workshop, per day (includes materials), up to 25 participants per facilitator		6	Included
TNI [Math] Inclusive General Attendee	LONG + LIVE + MATH: The National Institute General Attendee (inclusive)		25	Included
TNI [Literacy] Inclusive General Attendee	Literacy for All: The National Institute General Attendee (inclusive)		25	Included
TX Wesleyan LAN Professional Development 22-23 TOTAL:				\$233,680.06

SUBTOTAL:	\$233,680.06
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$233,680.06

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
 - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
 - Media received in a damaged condition that would render it unsuitable for use.
 - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.
- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING

501 GRANT STREET, SUITE 1075, PITTSBURGH, PA 15219

Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: 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)

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 fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid 22-083. This is the first year of a five-year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in FWISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS and Summer Learning program sites that are funded through ESSER Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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)

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-61-6299-001-XXX-24-950-000395-23F32 - (FWAS).....\$75,000
 282-11-6299-XXX-699-24-950-000000-23F32 - (SL).....\$500,000

COST:

\$575,000

VENDORS:

Acting with Ms. Davis – Performing arts/ Mentoring
Athletes Global Corporation – Physical Enrichment/ STEAM
Building Intellect Tutorial Services – Tutorial Services
Challenge Island – Virtual Academic Enrichment
Clayton Youth Enrichment – QUEST/ Self-Empowerment
En Pointe Muvmentz – Performing Arts
Fort Worth Capoeira – Performing Arts
Fort Worth Museum of Science and History – Academic Enrichment/ STEM
Girls on the Run – Fitness/ Self Esteem
Green Space – Academic Enrichment/ STEM
Homes for Children Corporation – Academic Supports
Homeschool Spanish Academy – Academic Enrichment
Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career
National Inventors Hall of Fame – Academic Enrichment/ STEAM
NxtGen Engineering – Academic Enrichment/ Coding
Pura Vida Youth – Performing Arts/ STEAM
RLIFE Inc. Life Skills/ Non-Cognitive Skill Building
Studentnest, Inc. – Academic Enrichment/ College & Career
Thank You Darlin’ Foundation – Performing Arts
The Fort Worth Botanic Garden/ Botanical Research Institute of Texas -Academic Enrichment/ STEM
ThinkCERCA – Tutoring/ Direct and Virtual
University Instructors – Self Esteem/ Self-Empowerment
Unlimited Education & Sports – Physical & Academic Enrichment
Victory Creative Learning – STEM/ Self Esteem
Black Rocket - Digital Arts
Girl Scouts – Self Esteem/ Life Skills

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-083

Number of Bid/Proposals received: 29

HUB Firms: 5

Compliant Bids: 29

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:

FWAS Program Sites:

Diamond Hill-Jarvis High School

North Side High School

Trimble Tech High School

Applied Learning Academy

Benbrook Middle School/High School

TCC Collegiate

Harlean Beal Elementary

Morningside Elementary

A.M. Pate Elementary

Atwood McDonald Elementary

Riverside Applied Learning Center (ALC)

Bill J. Elliott Elementary

Summer Learning Sites:

Multiple Elementary Middle and High School Campuses

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. These vendors will provide valuable intermittent services for select campuses.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: 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)

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 fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid #22-083. This is the first year of a five-year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in Fort Worth ISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS program sites that are funded through Special Revenue Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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)

FUNDING SOURCE: **Additional Details**

Special Revenue 265-11-6299-001-XXX-24-572-000000-23108

COST:

\$60,000

VENDORS:

Acting with Ms. Davis – Performing arts/ Mentoring
Athletes Global Corporation – Physical Enrichment/ STEAM
Building Intellect Tutorial Services – Tutorial Services
Challenge Island – Virtual Academic Enrichment
Clayton Youth Enrichment – QUEST/ Self-Empowerment
En Pointe Muvmentz – Performing Arts
Fort Worth Capoeira – Performing Arts
Fort Worth Museum of Science and History – Academic Enrichment/ STEM
Girls on the Run – Fitness/ Self Esteem
Green Space – Academic Enrichment/ STEM
Homes for Children Corporation – Academic Supports
Homeschool Spanish Academy – Academic Enrichment
Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career
National Inventors Hall of Fame – Academic Enrichment/ STEAM
NxtGen Engineering – Academic Enrichment/ Coding
Pura Vida Youth – Performing Arts/ STEAM
RLIFE Inc. Life Skills/ Non-Cognitive Skill Building
Studentnest, Inc. – Academic Enrichment/ College & Career
Thank You Darlin’ Foundation – Performing Arts
The Fort Worth Botanic Garden/ Botanical Research Institute of Texas-Academic Enrichment/ STEM
ThinkCERCA – Tutoring/ Direct and Virtual
University Instructors – Self Esteem/ Self-Empowerment
Unlimited Education & Sports – Physical & Academic Enrichment
Victory Creative Learning – STEM/ Self Esteem
Black Rocket - Digital Arts
Girl Scouts – Self Esteem/ Life Skills

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-083

Number of Bid/Proposals received: 29

HUB Firms: 5

Compliant Bids: 29

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:

Dunbar High School
Eastern Hills High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Kirkpatrick Middle School
Meacham Middle School
J. M. Jacquet Middle School
Wedgwood Middle School
Leonard Middle School

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. These vendors will provide valuable intermittent services for select campuses.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **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)**

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 fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid #22-083. This is the first (1st) year of a five (5) year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, and completion of student, staff and parent surveys. Data will be housed in Fort Worth ISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS program sites that are funded through Local Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. 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)
2. Decline to 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 -2 023 School Year (Local)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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)

FUNDING SOURCE:

Additional Details

General Fund

199-61-6299-001-XXX-30-395-000000

COST:

\$150,000

VENDORS:

Acting with Ms. Davis – Performing arts/ Mentoring
Athletes Global Corporation – Physical Enrichment/ STEAM
Building Intellect Tutorial Services – Tutorial Services
Challenge Island – Virtual Academic Enrichment
Clayton Youth Enrichment – QUEST/ Self-Empowerment
En Pointe Muvmentz – Performing Arts
Fort Worth Capoeira – Performing Arts
Fort Worth Museum of Science and History – Academic Enrichment/ STEM
Girls on the Run – Fitness/ Self Esteem
Green Space – Academic Enrichment/ STEM
Homes for Children Corporation – Academic Supports
Homeschool Spanish Academy – Academic Enrichment
Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career
National Inventors Hall of Fame – Academic Enrichment/ STEAM
NxtGen Engineering – Academic Enrichment/ Coding
Pura Vida Youth – Performing Arts/ STEAM
RLIFE Inc. Life Skills/ Non-Cognitive Skill Building
Studentnest, Inc. – Academic Enrichment/ College & Career
Thank You Darlin’ Foundation – Performing Arts
The Fort Worth Botanic Garden/ Botanical Research Institute of Texas-Academic Enrichment/
STEM
ThinkCERCA – Tutoring/ Direct and Virtual
University Instructors – Self Esteem/ Self-Empowerment
Unlimited Education & Sports – Physical & Academic Enrichment
Victory Creative Learning – STEM/ Self Esteem
Black Rocket - Digital Arts
Girl Scouts – Self Esteem/ Life Skills

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-083

Number of Bid/Proposals received: 29

HUB Firms: 5

Compliant Bids: 29

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:

Carter-Riverside High School
South Hills High School
Polytechnic High School
Paschal High School
Wedgwood 6th Grade
Meadowbrook Middle School
Rosemont Middle School
Stripling Middle School
International Newcomer Academy
Young Women’s Leadership Academy
Carter Park Elementary School
George C. Clarke Elementary School
Daggett E. M. Elementary School
East Handley Elementary School
C.C. Moss Elementary School
W.M. Green Elementary School
Van Zandt-Guinn Elementary School
Hubbard Heights Elementary School
Oakhurst Elementary School
Natha Howell Elementary School
Maudrie Walton Elementary School
South Hi Mount Elementary School
Sunrise Elementary School
W.J. Turner Elementary School
T.A. Sims Elementary School
Edward J. Briscoe Elementary School
Alice Contreras Elementary School
Dolores Huerta Elementary School

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. These vendors will provide valuable intermittent services for select campuses.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO
CONTRACTS WITH BEHAVIOR HEALTH PROVIDERS**

BACKGROUND:

The Fort Worth Independent School District (FWISD), in partnership with community behavioral health providers, operates four (4) Family Resource Centers (FRCs) and one (1) Family Action Center (FAC). The clinics provide affordable behavioral health services to children in the District. Since 2015, the FRCs have received over 3,500 referrals to help coordinate and facilitate students needing behavioral health services.

Families are referred to the FRCs by District staff, community professionals, and via self-referral. FRC staff provide intake and assessment services followed by the coordination of service options and dispositions. In an attempt to facilitate family-friendly service plans, the FRCs offer co-located providers such as counselors, social workers, educators, case managers/coordinators, intake specialists, and other behavioral health providers.

Many of the services offered through the FRC sites are available at no cost to the District. Other specialty or high-demand services not available through a shared, cost-free commitment, must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is a high need for behavioral health services, but low availability is for indigent, uninsured, or low-income FWISD students and families. FWISD is the payer of last resort and will only be invoiced on students who were designated as “district paid” by Family Resource Center staff.

The period of performance shall be from the date of award through May 31, 2023, with the option to extend the agreement for up to five (5) additional one (1) year periods, contingent upon funding.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers
2. Decline to Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund	199-31-6219-001-999-99-206-000000.....	\$125,000
Grant Fund	289-31-6219-FRC-999-24-512-000000-23F12.....	\$100,000

COST:

Not-to-Exceed - \$225,000 *Annually*

VENDORS:

- Alliance Child & Family Solutions
- Authentic Counseling and Coaching, LLC
- Christian Works for Children
- Communities in Schools of Greater Tarrant County
- Enable My Child, Ltd., DBA HelloHERO
- HHCSS, LLC
- Lena Pope Home, Inc.
- MHMR of Tarrant County
- Mind Above Matter
- PSP Professional Services
- Starfish Counseling, PLLC
- The Art Station
- The Parenting Center
- The Telos Project
- The Women’s Center of Tarrant County
- TrueCare 24, Inc.
- Therapy Works Counseling Services, PLLC
- The Center for Psychological Services*
- Wildflower Music Therapy
- Youth Advocate Programs, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-130
Number of Bid/Proposals received: 30
HUB Firms: 1*
Compliant Bids: 20

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:

Family and Community Resources

RATIONALE:

Approval would allow students who would otherwise go untreated access to behavioral health services.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE AND AWARD A CONTRACT RENEWAL TO AN ABSENCE VERIFICATION SYSTEM**

BACKGROUND:

The Board originally approved the absence verification system on June 28, 2016. Due to outdated servers, the system is no longer supported by the vendor and, as result, the District must move to a hosted environment which has become standard practice in the industry. The District released a request for proposal (RFP) 16-058 entitled “Absence Verification System” and received responses from two (2) firms. After review for the proposals, vendor demonstrations, and evaluations the District is recommending the award to SmartFind Express.

The absence verification system allows all District employees to report their absences and helps secure substitutes for those positions that require them. The verification system is also used for daily, monthly, and yearly absence reports, for verification purposes and the data is imported into the payroll system. The proposal is for the date of award through August 31, 2020, with a five (5), 1-year renewal options. Renewal options will be at the sole discretion of the District. The verification system includes the transition to the SmartFind SaaS Solution, sub eligible user profiles, and substitute user profiles.

The second renewal contract for SmartFind Express NonSub Eligible, is a 12-month term, with the start date on August 1, 2022, and end date on July 31, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve and Award a Contract Renewal to an Absence Verification System
2. Decline to Approve and Award a Contract Renewal to an Absence Verification System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve and Award a Contract Renewal to an Absence Verification System

FUNDING SOURCE Additional Details

General Fund 199-41-6299-001-750-99-105-000000

COST:

\$72,403.04

VENDOR:

PowerSchool

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-058

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

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

Purchasing Support Documents Needed:

- Bid Number 16-058
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

District - Wide

RATIONALE:

Approval for the Absence Verification System, SmartFind, will provide the District with an accurate method of reporting, recording and verifying absences District-wide as well as acquiring substitutes for positions requiring such.

INFORMATION SOURCE:

Raúl Peña

Prepared By: Dan Daughtry
 Customer Name: Fort Worth Independent School District
 Contract Term: 12 Months
 Start Date: 1-AUG-2022
 End Date: 31-JUL-2023
 Billing Frequency: Annually

Customer Contact: Trine Gonzales
 Title: Administrative Assistant to Chief |
 Human Capital Management
 Address: 100 N. University Drive
 City: Fort Worth
 State/Province: Texas
 Zip Code: 76107
 Phone #: (817) 871-2000

Product Description	Quantity	Unit	Extended Price
Initial Term 1-AUG-2022 - 31-JUL-2023			
License and Subscription Fees			
SmartFind Express NonSub Eligible	1.00	Each	USD 5,107.53
SmartFind Express Sub Eligible	1.00	Each	USD 67,295.51
License and Subscription Totals:			USD 72,403.04

Quote Total	
Initial Term	1-AUG-2022 - 31-JUL-2023
Payment Total	USD 72,403.04

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

All invoices shall be in accordance with the Texas Prompt Payment Act. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer dated September 17, 2021, as amended by the attached Exhibit A.

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

POWERSCHOOL GROUP LLC

Fort Worth Independent School District

Signature:

Signature:



Printed Name: Eric Shander
 Title: Chief Financial Officer
 Date: 4-MAY-2022
 PO Number: _____

Printed Name:
 Title:
 Date:

AMENDMENT

This Amendment ("**Amendment**") by and between PowerSchool Group LLC ("**PowerSchool**") and Fort Worth Independent School District ("**School**") modifies the Agreement as mutually agreed herein and is effective as of **May 27, 2022** when duly executed by the Parties hereto ("**Effective Date**"). POWERSCHOOL and SCHOOL are referred to individually as "Party" and collectively as "Parties" under this Amendment.

Recitals

WHEREAS, the Parties entered into the Main Services Agreement with a start date of **September 17, 2021**, together with all schedules, terms and conditions, and amendments thereto (collectively, the "**Agreement**") which provided School a subscription based license to certain software and related services as more particularly set forth therein; and

WHEREAS, the Parties have agreed to amend certain terms associated with PowerSchool's Master Services Agreement, as set out below;

NOW THEREFORE, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

Amendments

1. Section 2.3.3 is amended by deleting the second sentence and replacing it with the following: "To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights."
2. Section 10 is amended by deleting the fourth sentence and replacing it with the following: "Except as indicated in Section 9, Customer agrees that the use of PowerSchool Product(s) is at Customer's own risk."
3. Section 11.3 (Suspension) is deleted in its entirety and replaced with the following: "Suspension. PowerSchool will have the right to suspend performance under this Agreement in the event that Customer is notified that it is in breach of any of its obligations under this Agreement and fails to cure the breach within fifteen (15) days of the notice."
4. Section 11.8 (Liquidated Damages) is deleted in its entirety.
5. Section 13.2 (Indemnification by Customer) is deleted in its entirety.
6. Section 14.1 (Governing Law) is amended to provide that governing law will be Texas and the venue will be Tarrant County, Texas.
7. The first sentence of section 14.2 (Compliance Verification) is deleted in its entirety and replaced with the following: "Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit; (b) make requested personnel records, and information related to the Services reasonably available to PowerSchool or its

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE CONTRACT RENEWAL FOR CONTRACTED STUDENT SUPPORT SERVICES, CASE MANAGEMENT, AND WRAPAROUND SERVICES FOR THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:

Fort Worth ISD (FWISD) is requesting contract renewal for three (3) contracted Tarrant County agencies to continue to provide supplementary case management and wraparound services to sixty-two (62) Tier 3, 4, and 5 schools across the District. These vendors were approved by the Board on September 28, 2021, Request for Proposal (RFP) 22-013. All services provided will continue to support increased student achievement through the following impact measures:

- Increased school attendance
- Decreased behavior and discipline referrals
- Improved core course grades
- Improved promotion and completion rates

The following vendors are recommended for contract renewal:

1. Communities in Schools
2. Girls Inc.
3. MHMR of Tarrant County

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year
2. Decline to Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

ESSER Fund 282-32-6299-001-999-24-950-000204-22F32

COST:

\$3,373,709

VENDORS:

Communities in Schools.....	\$1,218,000
Girls Inc.....	\$200,000
MHMR of Tarrant County.....	\$1,955,709

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-013

Number of Bid/Proposals received: 6

HUB Firms: 0

Compliant Bids: 4

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

1. Communities in Schools will continue serving twenty-one (21) campuses
 - See attached contract, Addendum B
2. Girls Inc. of Tarrant County will continue serving four (4) campuses
 - See attached contract, Addendum B
3. MHMR of Tarrant County will continue serving thirty-seven (37) campuses
 - See attached contract, Addendum B

RATIONALE:

FWISD's campuses with a high level of academic and social-emotional student needs include those rated Tier 3, 4 and 5 on the School Performance Framework (SPF). Sixty-two (62) of these campuses were offered the opportunity to receive additional contracted support for targeted students through professional case management and wraparound services during the 2022-2023 school year. Campus administrators selected from the approved vendors. Student and program success measures include:

- increased school attendance
- decreased behavior and discipline referrals
- improved core course grades
- improved promotion and completion rates

INFORMATION SOURCE:

Cherie Washington

CONTRACTOR/CONSULTANT SERVICE CONTRACT

COMMUNITIES IN SCHOOLS

EXHIBIT "B"

Target Campuses

Communities In Schools ("CIS") shall, in satisfactory performance of this contract, provide overall management and supervision of the programs on the following twenty-one (21) District campuses.

1. 001, Amon Carter-Riverside High School
2. 005, Dunbar High School
3. 008, Northside High School
4. 014, Southwest High School
5. 042, Daggett Middle School
6. 044, J.P. Elder Middle School
7. 049, Kirkpatrick Middle School
8. 053, Monnig Middle School
9. 054, Morningside Middle School
10. 056, Riverside Middle School
11. 061, Leonard Middle School
12. 070, Jean McClung Middle School
13. 120, Rufino Mendoza Elementary School
14. 143, D. McRae Elementary School
15. 147, Morningside Elementary School
16. 160, Maudrie M. Walton Elementary School
17. 169, Sunrise McMillan Elementary School
18. 180, Western Hills Elementary School
19. 206, Bill J. Elliott Elementary School
20. 208, T.A. Sims Elementary School
21. 209, Edward J. Briscoe Elementary School

CONTRACTOR/CONSULTANT SERVICE CONTRACT

GIRLS INC.

EXHIBIT "B"

Target Campuses

Girls Inc. shall, in satisfactory performance of this contract, provide overall management and supervision of the Girls Inc. programs on the following District campuses.

1. #004 Diamond Hill High School
2. #060 Wedgwood Middle School
3. #101 Alice Contreras Elementary School
4. #222 Clifford Davis Elementary School

CONTRACTOR/CONSULTANT SERVICE CONTRACT
MY HEALTH MY RESOURCES (MHMR)
EXHIBIT "B"

Target Campuses

MHMR shall, in satisfactory performance of this contract, provide overall management and supervision of the MHMR programs on the following District campuses.

	#	School Name	#	School Name
1.	003	South Hills High School	35.	187 J.T. Stevens Elementary School
2.	006	Eastern Hills High School	36.	209 Edward J. Briscoe Elementary School
3.	009	Polytechnic High School	37.	226 Seminary Hills Park Elementary School
4.	016	O.D. Wyatt High School		
5.	043	Wedgwood 6 th Grade Center		
6.	048	William James Middle School		
7.	051	W.A. Meacham Middle School		
8.	052	Meadowbrook Middle School		
9.	053	William Monnig Middle School		
10.	054	Morningside Middle School		
11.	063	Como Montessori School		
12.	071	Benbrook Middle-High School		
13.	081	Young Men's LA		
14.	105	West Handley Elementary School		
15.	110	Carroll Peak Elementary School		
16.	111	Carter Park Elementary School		
17.	115	George C. Clarke Elementary School		
18.	118	Hazel Harvey Peace Elementary School		
19.	119	E. M. Daggett Elementary School		
20.	126	East Handley Elementary School		
21.	127	Christene C. Moss Elementary School		
22.	133	W.M. Green Elementary School		
23.	135	Van Zandt-Guinn Elementary School		
24.	137	Hubbard Heights Elementary School		
25.	139	Kirkpatrick Elementary School		
26.	148	Charles E. Nash Elementary School		
27.	151	Natha Howell Elementary School		
28.	152	Oaklawn Elementary School		
29.	153	A.M. Pate Elementary School		
30.	157	Luella Merrett Elementary School		
31.	159	Versia L. Williams Elementary School		
32.	162	Sagamore Hill Elementary School		
33.	178	Westcreek Elementary School		
34.	180/221	Western Hills Elementary School/ Western Hills Primary School		

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE CONTRACT WITH LEADERSHIP ACADEMY NETWORK
AND A LITERACY / EDUCATIONAL VENDOR TO PROVIDE
WRITING INSTRUCTIONS AND PROFESSIONAL DEVELOPMENT**

BACKGROUND:

The Leadership Academy Network (LAN) will provide high quality, innovative resources to promote social-emotional learning, cultural relevance, and best practices in writing instruction. The Educational vendor has a research foundation and will support teachers in learning how to build teacher expertise and motivate students to write critically, creatively, and coherently.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract with Leadership Academy Network and a Literacy/Educational Vendor to Provide High Quality Writing Instructions and Professional Development
2. Decline to Approve Contract with Leadership Academy Network and a Literacy/Educational Vendor to Provide High Quality Writing Instructions and Professional Development
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details:**

General Fund	199-11-6399-TWU-045-24-416-000000.....	\$14,668.75
	199-11-6399-TWU-064-24-416-000000.....	\$14,668.75
	199-11-6399-TWU-117-24-416-000000.....	\$15,106.12
	199-11-6399-TWU-124-24-416-000000.....	\$15,106.12
	199-11-6399-TWU-129-24-416-000000.....	\$15,106.13
	199-11-6399-TWU-144-24-416-000000.....	\$15,106.13

COST:

\$89,762

VENDOR:

Scholastic Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 0

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:

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation

The Leadership Academy at Forest Oak Middle School

The Leadership Academy at Forest Oak – 6th Grade Campus

The Leadership Academy at Maude I. Logan Elementary School

The Leadership Academy at Mitchell Boulevard Elementary School

The Leadership Academy at John T. White Elementary School

The Leadership Academy at Como Elementary School

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated improvement is likely for the 2022 – 2023 school year. The professional development will provide teacher resources and professional development to the schools and will align to the District’s goals for improving student writing instruction in the upcoming school year.

INFORMATION SOURCE:

David Saenz

Timeline and Proposed Costs Option 2



2022 2023	Professional Learning	PLCs	Job-Embedded Coaching	Leadership Sessions
June				
Jul				
Aug	X			
Sept		X	X	
Oct		X	X	
Nov/Dec				
Jan		X	X	
Feb				
Mar				
April				
May				
June				

	Service	Item #	Unit Price	# of Units	Total
Aug	Traits Writing Implementation (3 hours) <i>Kindergarten</i>	824459	\$1,749.50*	1	\$1,749.50
Aug	Traits Writing Implementation (3 hours) <i>1st – 2nd Grade</i>	824459	\$1,749.50*	1	\$1,749.50
Aug	Traits Writing Implementation (3 hours) <i>3rd – 5th Grade</i>	824459	\$1,749.50*	1	\$1,749.50



Aug	Traits Writing Implementation (3 hours) <i>6th – 8th Grade</i>	824459	\$1,749.50*	1	\$1,749.50
Aug - Feb	Como ES <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00
Aug - Feb	John T. White ES <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00
Aug - Feb	Maude Logan ES <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00
Aug - Feb	Mitchell Blvd ES <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00
Aug - Feb	Forest Oak 6th Grade <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00
Aug - Feb	Forest Oak MS <i>PLCs and Instructional Coaching Support</i> <i>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers' progress toward meeting individual goals for student success.</i>	677325	\$2,299.00	6	\$13,794.00

*Must be delivered on same day to receive discount pricing.

Total \$89,762.00



CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: APPROVE CONTRACT TO PROVIDE COMMUNITY-BASED
SUPPORTED EMPLOYMENT TRAINING FOR STUDENTS WITH
MODERATE TO SEVERE DISABILITIES**

BACKGROUND:

Amplify (formerly known as Expanco, Inc.) will provide services to students with disabilities which severely restrict access to competitive employment. Enrolled students will acquire training and skills needed to affect a seamless move into post-secondary community based supported employment options. The initial period of performance for this proposal is from the date of award through August 31, 2018 with the option to extend for an additional five (5) years in one (1) year increments.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
2. Decline to Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

Special Revenue 224-11-6299-001-035-23-513-000000-23F13

COST:

\$150,480 (*Annual Expense*)

VENDOR:

Amplify (formerly known as Expanco, Inc.)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- RFP 13-016

PARTICIPATING SCHOOL/DEPARTMENTS:

Fort Worth ISD High Schools District - Wide

RATIONALE:

To prepare transition students with special needs for job placement.

INFORMATION SOURCE:

Marcey Sorensen

OUR ABILITIES SPEAK VOLUMES.

May 16, 2022

Fort Worth ISD
Special Education Department
100 N. University Drive NE 231
Fort Worth, TX 76107
ATTN: Dianne Hawkins



Amplify/EXPANCO, Inc. is confirming that we are continuing to offer Vocational Transition Services to up to 24 students at a daily rate of \$33.00 for a maximum number is 190 days. Contract not to exceed \$150,480.

We look forward to our continued partnership.

Sincerely,

Dena K. Walts
President



**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: **APPROVE RENEWAL OF THE EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT WITH TEACH FOR AMERICA (TFA)**

BACKGROUND:

Closely analyzing the District’s teacher recruiting pipelines and partnerships and to ensure that the District is able to place the most effective teacher in all Fort Worth ISD (FWISD) classrooms, is a critical component of the Talent Management (TM) Department. As such, the Department developed a partnership with a proven provider recognized for their work in recruiting, selecting, training and supporting teachers specifically for the needs of urban schools.

TFA rigorously recruits from the nation’s top universities and provides intensive training and support to place recently graduated leaders in high need classrooms. Additionally, TFA has developed a comprehensive support model to ensure these teachers are able to drive meaningful impacts. The District is recommending renewing the partnership with Teach for America for an additional (1) one-year cohort commencing in 2023. The cohort is a two-year (2) commitment ending in 2024.

STRATEGIC GOALS:

- Goal 1 - Increase Student Achievement
- Goal 4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)
2. Decline to Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of the Educational Professional Services Agreement with Teach For America (TFA)

FUNDING SOURCE:

Additional Details

General Fund

199-41-6299-001-750-99-105-000000

COST:

2022-2023 Cohort Year 1.....\$48,000

2023-2024 Cohort Year 2.....\$60,000

Estimated Total.....\$108,000

VENDOR:

Teach for America

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District - Wide

RATIONALE:

The identified partnership provides access to a critical talent pipeline of teacher talent specifically recruited, trained and supported to accelerate student achievement in urban classrooms. Moreover, this pipeline will predominantly focus on traditionally hard-to-staff content areas and levels (i.e. bilingual, secondary math and science). The District recommends maintaining the relationship with TFA for the 2023-2024 school year by sponsoring 15 cohort members for the (2) two-year commitment. The District will re-evaluate the agreement at a later time.

INFORMATION SOURCE:

Raúl Peña

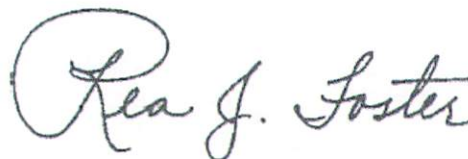
FINANCIAL INVESTMENT

The projected financial investment for Teach For America corps members employed for the 2022-2023 school year is outlined below. Please note that the costs outlined below cover second year corps members, pursuant to the earlier signed Professional Services Agreement, as well as projected first year corps members, who would be included in the proposed service agreement.

Your financial support helps offset part of the current expense of approximately \$20,000 per corps member per year that Teach For America incurs in the recruitment, selection, training, placement, and on-going professional development for each of these teachers. Your support is leveraged in our efforts as we raise the remaining sum from other public and private sources. Your continued participation and supportive collaboration empowers us to continue bringing these motivated, energetic, highly-qualified teachers to your district so they can focus their energies on affecting significant academic gains with their students.

The recruitment, selection, training, and on-going professional development of Teach For America teachers under contract with Fort Worth Independent School District for the 2022-2023 academic year is offered at the rate of \$4,000 per second year TFA corps member [pursuant to the existing Professional Services Agreement], and \$4,000 per first year TFA corps member, as proposed in the new Professional Services Agreement.

	Contribution	Qty.	Total
First year Teach For America teachers [2022 corps]	\$4,000	15	\$60,000
Second year Teach For America teachers [2021 corps]	\$4,000	12	<u>\$48,000</u>
Total 2022-2023 school year contribution			\$108,000
Projected contribution for lifetime of this agreement [2022 corps]	\$8,000	15	\$120,000



Rea J. Foster
Executive Director
Teach For America • Dallas-Fort Worth



DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is effective as of the latest date of execution below and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 600 North Pearl Street, Suite 2300, Dallas, TX 75201 and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, ("School District") (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training, and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, the Fort Worth Independent School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, the School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide teacher candidates ("Teachers") (the "Agreed Number") for employment with School District, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement. Teach For America will not supply the School District with any Teachers above the Agreed Number without the School District's written permission. School District agrees to pay the fee for each additional Teacher approved in writing. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts, if any.**
- ii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource, or teacher's aide positions.**
- iii. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters, and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.**

- iv. To the extent reasonably practicable, School District will employ two (2) or more Teachers per individual Partner School. This is with the understanding that this is not a requirement, rather a goal whenever possible.
- v. The Agreed Number of Teachers for hire in a specific academic year shall be determined on the basis of two components: (i) the number of Teachers; and (ii) the proposed distribution of certification area. School District hereby agrees that it will hire Teachers, as it deems necessary and in its sole discretion, across the full range of certification areas offered by Teach For America. Teach For America will use reasonable best efforts to provide Teachers that match the Agreed Number subject to the limitations set forth in section I.A of this Agreement.
- vi. Teach For America and School District will collaborate in the fall of each subsequent year of this Agreement to develop a proposal for the percentage of the number of Teachers that will be hired in a specific certification area in the upcoming academic year, if any. Specifically, the Parties hereby agree to make reasonable best efforts to ensure that distribution of Teachers hired under this Agreement is as follows with respect to the subject areas identified below:
 - a. Elementary Bilingual Education
 - b. Elementary General Education
 - c. Secondary Math
 - d. Secondary Science
 - e. Secondary English Language Arts
 - f. Secondary Social Studies
- vii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, the school's student population must be considered high poverty relative to the overall student population, or a school in which fifty percent or more of the school's student population receives free or reduced lunch.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. At its discretion, School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
- iii. Subject to its obligations under contracts or applicable law, at its discretion, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

- A. Candidate Recruitment and Selection.** Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. Commitment to Diversity.** Teach For America is committed to the following: "Teach For America seeks to enlist our nation's most promising future leaders in the movement to eliminate educational inequity, and we know these leaders will be diverse in ethnicity, race, and economic background. Their places on the political spectrum and their religious beliefs will be similarly varied, and we seek individuals of all genders and sexual orientations and regardless of physical disabilities. Maximizing the diversity of our organization is important so that we can benefit from the talent and energy of all those who can contribute to our effort, and also to increase the opportunity for engagement in the circles of influence in our tremendously diverse society. Moreover, we seek to be diverse because we aspire to serve as a model of the fairness and equality of opportunity we envision for our nation."
- C. Pre-Service Training.** Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.
- D. Certification Status.** Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

- A. Employment Status.**
- i.** Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
 - ii.** Nothing in this Agreement shall be construed to make Teach For America a party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

- iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.
- v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s) without any additional compensation to Teach For America.

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

A. Professional Development and On-Line Data Storage Services.

- i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as online data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the “Professional Development Services”). If professional development services must be provided virtually, at Teach For America’s discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of

these professional development services, Teach For America may provide online data storage services on Teach For America's software and servers.

- ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"). In the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and only for the purposes for which disclosure was made.
- iv. Data provided to Teach For America by School District will be governed by the Data Sharing Agreement, hereby incorporated and made part of this Agreement as Attachment A.

B. Certification and Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement.
- ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record. School District shall not be responsible for any additional payments to Teach For America for any teacher that fails to maintain their teaching credentials from the point the credentials are no longer valid.

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this Agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2022-2023 academic year, School District shall pay Teach For America an annual amount of \$4000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year. Invoice must be valid in accordance with with the Texas Prompt Payment Act.

D. Term. The term of this Agreement shall be for the period of two years and will cover all Teachers whose employment begins with the School District during the 2022-2023 academic year. This Agreement will expire on the last school day of the 2023-2024 academic year so that the Teachers hired by School District during the 2022-2023 academic year are able to fulfill the second year of employment, as indicated under the terms of this Agreement. No new teachers will be hired under this Agreement for the 2023-2024 academic year.

E. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual written agreement of the Parties;
- ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
- iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this Agreement shall become void, with the exceptions that Section IIIA-C (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections V.G. (No Warranty), V.H. (Mutual Indemnification), and V.I. (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination for services already rendered.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America.

H. Mutual Indemnification.

- i. Teach For America shall indemnify, defend, and hold harmless the School District and its officers, directors, employees and agents (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

- I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 12 months of the expiration or termination of this Agreement, whichever is earliest.
- J. Surveys. School District acknowledges that Teach For America may survey Teachers regarding its programming and professional development of Teachers in the classroom.
- K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.
- L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.
- N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
 Title: _____
 Address: _____
 Email: _____

With a copy to:

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

TEACH FOR AMERICA:

Name: Rea Foster
 Title: Executive Director
 Address: 600 N. Pearl Street, Suite 2300, Dallas, TX 75201

With an electronic copy to:

Name: TFA Legal Affairs
 Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Fort Worth Independent School District

By: _____

Name: _____

Address: _____

Signature _____

Teach For America By:

Name: Rea Foster

Address: 600 N. Pearl Street, Suite 2300,
Dallas, TX 75201

Signature _____

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Martha Bogdon

Title: Managing Director, Partnerships

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: APPROVE INTERLOCAL AGREEMENT WITH TARRANT COUNTY
FOR PARKING LOT IMPROVEMENTS AT SERVICE CENTER II
LOCATED AT 601 EAST NORTHSIDE DRIVE**

BACKGROUND:

Fort Worth ISD has paving needs at Service Center II located at 601 East Northside Drive that can be fulfilled by entering an Interlocal Agreement with Tarrant County (County). Upon approval by both governing bodies, the two (2) entities will share in the cost of reconstruction of the parking lot at Service Center II at 601 E. Northside Drive. The District will pay and furnish all the required materials and any trucking costs, plus permits and design costs, as needed. The County will use their equipment and labor to reconstruct approximately 53,000 square feet of parking lot. In addition, the District will pay the county \$100/per day for the labor and equipment required to complete this job, which is estimated to be 21 days. When completed, the lot is expected to accommodate 40 parking spaces. The attached Interlocal Agreement drafted by the County defines the project's parameters without providing a total cost to the District. To allow the work to move forward, the District is requesting approval of the agreement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II located at 601 East Northside Drive
2. Decline to Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II located at 601 East Northside Drive
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-81-6299-001-999-99-451-000000

COST:

\$151,404

VENDOR:

Tarrant County

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

District Operations

RATIONALE:

The Interlocal Agreement with the County for paving projects provides an economical way to improve parking lots in the District.

INFORMATION SOURCE:

Joseph Coburn

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **Fort Worth Independent School District** ("I.S.D.").

WHEREAS, the I.S.D. is requesting the COUNTY'S assistance in the reconstruct and asphalt overlay of the Fort Worth I.S.D. parking lot, located at 601 E. Northside Drive, being located within the I.S.D. (collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the School Board of the I.S.D. each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The I.S.D. and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each 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.

NOW, THEREFORE, the COUNTY and the I.S.D. agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 The COUNTY will furnish the labor and equipment to assist the I.S.D. in completing the Project.

I.S.D.

- 1.2 COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.
- 1.3 The project consists of the reconstruct and asphalt overlay of the Fort Worth I.S.D. parking lot, located at 601 E. Northside Drive; being approximately 53,000 square feet. Pulverize the existing asphalt pavement and reclaim, cement stabilize, apply 2" Type B hot mix asphaltic concrete pavement binder, apply 2" Type D hot mix asphaltic concrete pavement surface. See Exhibit A.

BEM

2. I.S.D. RESPONSIBILITY

- 2.1 I.S.D. will furnish all materials for the Project and pay trucking charges.
- 2.2 I.S.D. will furnish a site for dumping waste in close proximity to job site for materials generated during this project.
- 2.3 I.S.D. will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 I.S.D. will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 2.5 I.S.D. will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the I.S.D. will be responsible for the design and development of the Plan. I.S.D. will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 2.7 I.S.D. agrees to pay a flat rate of \$100.00 per day to cover the COUNTY's cost of equipment and man-hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the I.S.D. has a complaint regarding the construction of the project, the I.S.D. must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the I.S.D. will be solely responsible for maintenance and repairs.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive I.S.D. rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the I.S.D, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described above. Application of striping by the COUNTY is limited to this Project. If the I.S.D. desires permanent striping applied to any parking lot not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If required, the I.S.D. will pay for engineering services, storm water run-off plans, and continuation of services and plan.
- 5.3 If a Storm Water Prevention Plan is provided by the I.S.D., the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The I.S.D. will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2022 and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time either before the expiration of the initial term or after the renewal of any term thereafter by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the I.S.D. is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS


Fort Worth I.S.D.


COUNTY JUDGE *Residing Judge*

Authorized I.S.D. Official

Date: *May 10, 2022*


Date: _____


COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

Attest:


APPROVED AS TO FORM*


APPROVED AS TO FORM AND LEGALITY


Criminal District Attorney's Office*

Alexander Athanason

I.S.D. Attorney

* 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.

Exhibit A



Area shown highlighted to be repaved

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH TEXAS CHRISTIAN UNIVERSITY (TCU) TO PROVIDE LITERACY CONFERENCE FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT TEACHERS AND TCU STUDENTS

BACKGROUND:

The purpose of this Memorandum of Understanding is to partner with Texas Christian University (TCU) and Fort Worth ISD (FWISD) to provide a Literacy Conference for FWISD teachers and TCU students. The conference will be held at TCU on July 25 and July 26, 2022. The conference will include keynote speakers, breakout sessions, and instructional materials/resources for participants. Teachers from grades PK-8th will participate in the conference. The knowledge gained from the sessions will be used to provide high quality Tier 1 instruction.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 3 – Enhance Family and Community Engagement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students
- 2. Decline to Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-21-6299-015-999-99-307-000000

COST:

\$38,376

VENDOR:

Texas Christian University

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Office of Academics (Literacy, BIL/ESL, Math and Early Learning Departments)

RATIONALE:

The objective for the FWISD/TCU Literacy Conference is to provide professional learning opportunities in the area of literacy and other content areas and to bring awareness to the importance of literacy in the Fort Worth community.

INFORMATION SOURCE:

Marcey Sorensen

EXHIBIT A

Summer Literacy Conference Expense Tracker

Item	Cost	
Swag Bags (bag, bottle, books)	\$7,500	
Keynote Kwame Alexander	\$12,000	
Keynote 2 Yuyi Morales (Endowment funding)	\$12,000	COE/ TCU Funding
Keynote FWISD: Susan Lambert		
Journey Man link Low estimate	\$5,000	
Break-Out Speaker Honorarium	\$2,000	TCU ANDREWS INSTITUTE
TCU graduate assistance/staff assistance	\$53,700	COE/ TCU Funding
Supplies	\$500	COE/ TCU Funding
Extended Education Fee	\$2,000	
Auditorium Rental (\$100/hr)	\$1,800	
Photography--2 days Glen Elman	\$950	
Banquet Room Rental (\$100/hr)	\$1,800	
Catering Day 1	\$3,663	
Catering Day 2	\$3,663	
COE/ TCU TOTAL	\$68,200	
FWISD TOTAL	\$38,376	



EXHIBIT B

INVOICE

COLLEGE OF
EDUCATION

TCU BOX 297900
Fort Worth, Texas 76129
Phone 817.257.7663
Coe.tcu.edu

INVOICE # 20220725
DATE March 8, 2022

TO
FWISD
1050 Bridgewood Drive
Fort Worth, Texas 76112
Phone 817.814.2442 |
marcey.sorensen@fwisd.org

FOR Literacy Conference

Description	Amount
Swag Bags (bag, bottle, books)	\$7,500
Keynote: Kwame Alexander	\$12,000
Journeyman Ink: conference facilitation	\$5,000
Extended Education Fee : reservation arrangements	\$2,000
Auditorium Rental (\$100/hr)	\$1,800
Banquet Room Rental (\$100/hr)	\$1,800
Photography--2 days Glen Elman	\$950
Catering Day 1	\$3,663
Catering Day 2	\$3,663
Total	\$38,376

Make check payable to TCU College of Education
Mail check to: TCU BOX 297900, Fort Worth, Texas 76129
If you have any questions concerning this invoice, contact
Jan Lacina
817.257.6786
j.lacina@tcu.edu

**Memorandum of Understanding Between
Texas Christian University
And
Fort Worth Independent School District (FWISD)**

This Memorandum of Understanding (the “Memorandum” or “MOU”) is made on the date executed below between Texas Christian University (hereinafter referred to as “TCU”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as “the District”). TCU and District may be collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, the District in partnership with TCU will host the First Annual Literacy Conference at TCU;

WHEREAS, the purpose of the conference is to provide professional learning opportunities for District teachers, TCU students, and community stakeholders in the area of literacy and for teachers to learn literacy best practices and become familiar with new diverse children’s literature to include in their classroom;

WHEREAS, the theme of the conference is “Embracing Literacies with our Communities and will feature keynotes along with several sessions; and

WHEREAS, at the conclusion of the conference participants will receive continuing education credit hours, FWISD and TCU will create a survey that will be given to all participants that will provide feedback on the success of the Summer Literacy Institute (SLI).

NOW THEREFORE, TCU and the District agree as follows:

I. TCU agrees to:

- A. Fund one (1) keynote speaker for the conference.
- B. Provide TCU staff and graduate students to plan and lead the conference planning and take lead on the dates of the conference.
- C. Provide honorariums for breakout session presenters.
- D. Allow for up to 200 participants to attend the conference.

II. The District agrees to:
See attachments A & B

III. The District and the Community Resource mutually agree:

- A. The term of this MOU shall be from the date of execution through July 27, 2022. The conference dates will be July 25, 2022 and July 26, 2022. The conference will be held on the campus of Texas Christian University.
- B. The Parties agree that the conference will be made available to District teachers at no cost to the teachers or to the District.
- C. The Parties agree in the event the Summer Literacy Institute (SLI) is cancelled, TCU will do their best to rescheduled the event at a time in which participants can attend. If the key note speaker is unable to speak at a rescheduled event, TCU will find new speakers. TCU will use funds provided by FWISD and the funds contributed to fund the reschedules Summer Literacy Institute (SLI).
- D. To ensure a successful event, both parties have worked together for the past year in planning the event and those on the planning team from FWISD will be volunteering during the Summer Literacy Institute (SLI).

IV. Miscellaneous Provisions

- A. This MOU may be amended in writing at any time by mutual agreement of the Parties.
- B. That either Party to this MOU has the right to cancel this MOU for failure of the other Party to perform in accordance with the terms outlined herein or in amendments hereto. This MOU may be terminated by one Party giving thirty (30) days written notice to the other at the address included herein.
- C. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. This MOU document constitutes the entire MOU between the District and TCU. No additional terms or conditions shall become a part of the MOU without the written consent of both Parties and compliance with relevant state law.
- D. That any written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by Registered or Certified Mail, or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

If to District:

Fort Worth Independent School District
Olayinka Ojo:
Executive Director
Teaching & Learning Center
1050 Bridgewood Drive
Fort Worth, TX 76110

With a Copy to:

Fort Worth Independent School District
Office of Legal Services
100 N. University Dr. Suite SW172
Fort Worth, TX 76107

If to TCU:

Texas Christian University
Jan Lacina
Associate Dean, College of Education
TCU Box 297900
Fort Worth, TX 76129
j.lacina@tcu.edu
817.257.6786

With a Copy to:

Texas Christian University
Audra Guereca
Assistant to the Dean of the College of Education
TCU Box 297900
Fort Worth, TX 76129
a.guereca@tcu.edu 817.257.7663

[Signature Block follows on next page]

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

Fort Worth Independent School District

AA
5/17/22

Marcey Sorensen
Name Chief Academic Officer Marcey Sorensen
Signature 05/17/2022
Date

Texas Christian University

Jane E.
Name Digitally signed by Jane E. Diseker
Signature Date
Diseker Date: 2022.05.16
16:53:13 -05'00'

Dr. Kent P. Scribner
Superintendent of Schools
Fort Worth Independent School District

Date

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: **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****

BACKGROUND:

This Memorandum of Understanding (MOU) between Fort Worth ISD and TCC will establish the Pathways in Technology Early College High School (P-TECH) Academy to be operated in accordance with the legislative grant of authority for P-TECH schools in Texas Education Code. The P-TECH Academy will be housed at Success High School and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the existing programming at Success High School, the P-TECH Academy will begin serving students in the 2022 - 2023 school year to increase opportunities for high-wage, high-demand career preparation. Per the application and P-TECH blueprints, Stemuli, TCC, 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 with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming
Success High School

RATIONALE:

Approval of this Memorandum of Understanding will allow Success High School to enter into a mutually beneficial P-TECH partnership with TCC to provide dual credit courses as well as directed 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-time students who are either: 1) Over-age and under-credited students, 2) May be English Language Learners, 3) Are likely to experience difficulty in experiencing a smooth transition into post-secondary education, or 4) May have limited financial resources.

INFORMATION SOURCE:

David Saenz

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
PTECH ACADEMY AT SUCCESS 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; and

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may

presently exist or as may hereafter be amended, modified or supplemented.

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 all 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.

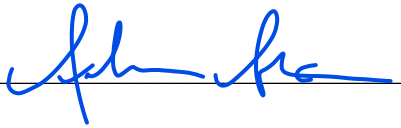
EXECUTED in duplicate original counterparts effective upon the date indicated below.

Tobi Jackson Date _____
Board President - Fort Worth Independent School District



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 6/6/2022
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-South / Fort Worth ISD PTECH Academy at Success 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, 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/PTECH ("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 Success High School, 4100 Altamesa Blvd., Fort Worth TX, 76133. 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:  _____ 6/6/2022
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 PTECH Academy at Success 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, 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 P-TECH 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:  Date
ISD Legal Services 6/6/2022

Approved as to Form: _____ Date
TCCD Legal Services _____

Associates of Arts Business/HS Diploma Multidisciplinary Endorsement/100% Online

	1 st 9 Weeks	2 nd 9 Weeks	3 rd 9 Weeks	4 th 9 Weeks	Fall Semester	Spring Semester	Fall Semester	Spring Semester		
	English I	English I	English II	English II	English III	English III	English IV or	English IV		
	Algebra I	Algebra I	Geometry	Geometry	Algebra II	Algebra II	4 th Year Math	4 th Year Math		
	World Geography	World Geography	World History	World History	*US History	* US History	Government	Economics		
	Biology	Biology	Chemistry	Chemistry	Physics Or Environmental Systems	Physics Or Environmental Systems	4 th Year Science Environmental Systems	4 th Year Science Environmental Systems		
	Spanish I or II PE ART	Spanish I or II PE ART	*Speech	Health						Practicum/PRO BS CareerPrep

	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week
C o l l e g e	KINE 1164/1CH PC: PES00052	BCIS 1305/3CH PC:13011400	Huma 1301/3CH PC: 03221600	BIOL 1408/4CH PC: 13037210	ENGL 1301/3CH PC: 03220400	GOVT 2305/3CH PC: 03330100	HIST 1302/3CH PC: 03340100	BIOL 1409/4CH PC: 13037210	ENGL 1302/3CH PC: 03220300	ACCT 2302/3 CH PC: 13016600
	ARTS 1301/3CH PC:03500110	BUSI 1301/3CH PC:13011200	SPCH 1321/3CH PC:13009900	ECON 2301/3CH PC: 0331033	MATH 1324/3CH PC: 031025##	HIST 1301/3CH PC: 03340100	GOVT 2306/3CH PC: 03380002	ECON 2302/3CH PC: 0338002	ACCT 2301/3CH PC: 13016600	BUSI 2305/3CR PC: no articulation – this class will ONLY count as concurrent enrollment. No credit given to a high school course.
	Total: 4	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 7	Total: 7	Total: 6	Total: 6
	Associates Degree: Associate of Arts in Business									60 total credit hours
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course. Note: BUSI 2305 will be taken concurrently by students. Only college level credit awarded.										

Associate of Applied Science/Business- HS Diploma Multidisciplinary Endorsement/100% Online

Associate of Applied Science/Business- HS Diploma Multidisciplinary Endorsement/100% Online										
	1 st 9 Weeks	2 nd 9 Weeks	3 rd 9 Weeks	4 th 9 Weeks	Fall Semester	Spring Semester	Fall Semester	Spring Semester		
	English I	English I	English II	English II	English III	English III	English IV or	English IV		
	Algebra I	Algebra I	Geometry	Geometry	Algebra II	Algebra II	4 th Year Math	4 th Year Math		
	World Geography	World Geography	World History	World History	*US History	* US History	Government	Economics		
	Biology	Biology	Chemistry	Chemistry	Physics Or Environmental Systems	Physics Or Environmental Systems	4 th Year Science Environmental Systems	4 th Year Science Environmental Systems		
	Spanish I or II PE ART	Spanish I or II PE ART	*Speech	Health						Practicum/ PROBS CareerPrep

	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week
C o l l e g e	HUMA 1301/3CH PC: 03221600	MRKG 1311/3CH PC: 13034700	BMGT 1305/3CH PC: 13011600	BMGT 1327/3CH PC: 13012100	ENGL 1301/3CH PC: 03220400	ENGL 1302/3CH PC: 03220300	ECON 2301/3CH PC: 0331033	ACCT 2302/3CH PC: 13016600	ECON 2302/3CH PC: 0338002	BUSG 2300/3 CH Capstone PC:
	BUSI 1301/3CH PC: 13011200	BCIS 1305/3CH PC: 13011400	SPCH 1321/3CH PC:13009900	BUSI 2301/3CH PC: 13011700	MATH 1324/3CH PC: 031025##	ACCT 2301/3CH PC: 13016600	GOVT 2305/3CH PC: 03330100	BMGT 1341/3 CH PC: no articulation this class will ONLY count as concurrent enrollment. No credit given to a high school course.	ACNT 1313/3 CH PC: no articulation in this class will ONLY count as concurrent enrollmen t. No credit given to a high school course.	HRPO 1311/3CH PC: no articulation this class will ONLY count as concurrent enrollment. No credit given to a high school course.

	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	Total: 6	
	Associates Degree: Associate of Applied Science: Business Administration									60 total credit hours	
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course. Note: BMGT 1341, ACNT 1313, HRPO 1311 will be taken concurrently by students. Only college level credit awarded.											

Certification One Business/HS Diploma Multidisciplinary Endorsement/100% Online

	1 st 9 Weeks	2 nd 9 Weeks	3 rd 9 Weeks	4 th 9 Weeks	Fall Semester	Spring Semester	Fall Semester	Spring Semester		
	English I	English I	English II	English II	English III	English III	English IV or	English IV		
	Algebra I	Algebra I	Geometry	Geometry	Algebra II	Algebra II	4 th Year Math	4 th Year Math		
	World Geography	World Geography	World History	World History	*US History	* US History	Government	Economics		
	Biology	Biology	Chemistry	Chemistry	Physics Or Environmental Systems	Physics Or Environmental Systems	4 th Year Science Environmental Systems	4 th Year Science Environmental Systems		
	Spanish I or II PE ART	Spanish I or II PE ART	*Speech	Health						Practicum/PRO BS CareerPrep

	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Weeks	2 nd 8 Weeks	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week	1 st 8 Week	2 nd 8 Week	
C o l l e g e	ACCT 2301/3CH PC: 13016600	ECON 2301/3CH PC: 0331033	ACCT 2302/3CH PC: 13016600								
	BUSI 1301/3CH PC:13011200	MRKG 1311/3CH PC: 13034700	ECON 2302/3CH PC: 0331033	BUSI 2301/3CH Capstone: PC: 13011700							
	Total: 6	Total: 6	Total: 6	Total: 6	Total:	Total:	Total:	Total:	Total:	Total:	
		Certification: Certification One Business									total credit hours: 24
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.											

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (T-STEM) ACADEMY AT YOUNG MEN’S LEADERSHIP ACADEMY AND TARRANT COUNTY COLLEGE**

BACKGROUND:

This Memorandum of Understanding between Fort Worth ISD and Tarrant County College will establish the Texas Science, Technology, Engineering, and Mathematics (T-STEM) to be operated in accordance with the legislative grant of authority for T-STEM schools in Texas Education Code. The T-STEM will be housed at the Young Men’s Leadership Academy and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the programs already in place, the T-STEM program will begin serving current students in grades 6-9 (with subsequent years serving grades up to 12) at the Young Men’s Leadership Academy beginning in the 2022-2023 school year. Per the application and T-STEM blueprints, Texas Instruments, TCC, and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified T-STEM applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men’s Leadership Academy and Tarrant County College
2. Decline to Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men’s Leadership Academy and Tarrant County College
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming
Young Men’s Leadership Academy

RATIONALE:

Approval of this Memorandum of Understanding will allow Young Men’s Leadership Academy to enter into a mutually beneficial T-STEM partnership with TCC to provide dual credit courses and directed industry-based work experiences to traditionally underserved students. The T-STEM partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college students who are either: 1) 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 post-secondary education, or 4) May have limited financial resources.

INFORMATION SOURCE:

David Saenz

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
YOUNG MEN’S LEADERSHIP ACADEMY**

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; and

WHEREAS, it is the intention of the Parties that the Early College High School (“T-STEM”) shall be operated in accordance with the legislative grant of authority for in Tex. Educ. Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as

may hereafter be amended, modified or supplemented.

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 all 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, 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/TSTEM 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 6/6/2022
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-South / Fort Worth ISD Young Men’s Leadership Academy**

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, 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/TSTEM ("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 Young Men’s Leadership Academy High School, 5100 Willie Street, Fort Worth TX, 76105. 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

[Handwritten signature]

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: *[Handwritten signature]* 6/6/2022
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 Young Men's Leadership Academy**

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, 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 TSTEM 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.

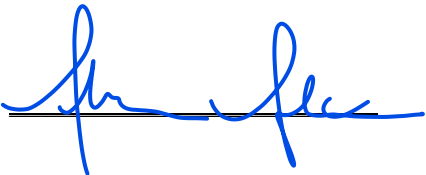
EXECUTED in duplicate original counterparts effective upon the date indicated above.

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:  6/6/2022
ISD Legal Services Date

Approved as to Form: _____
TCCD Legal Services Date

Young Men's Leadership Academy
Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician level 1]
STEM and Multidisciplinary Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th 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	English III or IV	English IV or English Elective	English IV or English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	College Algebra	Pre-Calculus	4 th Year Math	4 th Year Math
	AP Human Geography or Honors World Geography	AP Human Geography or Honors World Geography	AP World History or Honors World History	AP World History or Honors World History	US History	US History	Government	Economics
	Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry or AP Chemistry	Anatomy Phys.	4 th Year Science	4 th Year Science
			PE	PE				
	Spanish I	Spanish II	Health	Health				
	IED	IED	Engineering Sci.	Engineering Sci.	CIM	CIM	Practicum/ Practicum	Practicum/ Practicum
College	ARTS 1301 03500110	SPEECH 1321 13009900	RBTC 1351 13037000 Robotic Mechanisms	RBTC 1401 13036900 Programmable Logic Controllers	ENGL 1301 303220300	ENGL 1302 03220300	GOVT 2305 03330100	RBTC 2445 13037050 Robot Application, Set-Up and Testing (Capstone)
			CETT 1409 13036800 DC-AC Circuits	CETT 1441 13036900 Solid State Circuits	CETT 1449 13034600 Digital Systems	ELPT 2455 N1303690 Programmable Logic Controllers II	HYDR 1345 N1303683 Hydraulics and Pneumatics	ELMT 2337 No Articulation Electronic Troubleshooting, Service and Repair
					CETT 1445	Math 2412 or	RBTC 1447	ECON 2301

					No Articulation Microprocessor	1342 03101100	No Articulation Electro-Mechanical Devices	03310300
					Math 1314 or 1342 03101100	CETT 2435 No Articulation Advanced Microprocessor	ENGL 1301 or 2322 or 2327 03220400	ENGL 1301 or 2323 or 2327 03220400
	Up to 6 hours	Up to 6 hours	Up to 12 hours	Up to 11 hours	Up to 14 hours	Up to 14 hours	Up to 13 hours	Up to 13 hours
		ASS Robotics and Automation Associates Degree: 60+ hours Certifications: Mechatronics Technician Level 1 Certification: 30 hours				3 hours of dual credit Mathematics 3 hours of dual credit Creative Arts/Language, Philosophy & Culture		
CETT 1409 requires students to be TSI Met in Algebraic Math pathway.								

ELECTRONICS TECHNOLOGY: ROBOTICS AND AUTOMATION, AAS

ELEC.D006.UG

Associate of Applied Science

STEM Pathway

Offered at South Campus

Program Requirements

First Year

Fall Term

[CETT 1409 - DC-AC Circuits](#)

[CETT 1449 - Digital Systems](#)

[RBTC 1401 - Programmable Logic Controllers](#)

Mathematics Elective Semester Hours: 3 *

Spring Term

[CETT 1441 - Solid State Circuits](#)

[CETT 1445 - Microprocessor](#)

Choose one from the following:

[GOVT 2306 - Texas Government \(Texas Constitution & Topics\) +](#) **or**

[GOVT 2305 - Federal Government \(Federal Constitution & Topics\) +](#)

[RBTC 1351 - Robotic Mechanisms](#)

Second Year

Fall Term

[CETT 2435 - Advanced Microprocessors](#)

[ENGL 1301 - Composition I +](#)

[RBTC 1447 - Electro-Mechanical Devices](#)

[HYDR 1345 - Hydraulics and Pneumatics](#)

Creative Arts/Language, Philosophy and Culture Semester Hours: 3 *

Spring Term

[ELMT 2337 - Electronic Troubleshooting, Service and Repair](#)

[ELPT 2455 - Programmable Logic Controllers II](#)
[RBTC 2445 - Robot Application, Set-Up and Testing](#) (Capstone)

Choose one from the following:

[SPCH 1321 - Business and Professional Communication +](#) **or**

[SPCH 1311 - Introduction to Speech Communication +](#) **or**

[SPCH 1315 - Public Speaking +](#)

Total Degree Hours: 60

** Mathematics, Creative Arts/Language, Philosophy and Culture electives must be chosen from the corresponding section of the [Core Curriculum](#).*

MECHATRONICS TECHNICIAN

ELEC.T003.UG

Level 1 Certificate

STEM Pathway

Offered at South Campus

Program Requirements

Fall Term

Mathematics Elective Semester Hours: 3 *

[CETT 1409 - DC-AC Circuits](#)

[CETT 1449 - Digital Systems](#)

[RBTC 1401 - Programmable Logic Controllers](#)

Spring Term

[RBTC 1351 - Robotic Mechanisms](#)

[CETT 1441 - Solid State Circuits](#)

[CETT 1445 - Microprocessor](#)

[RBTC 2445 - Robot Application, Set-Up and Testing](#) (Capstone)

Total Certificate Hours: 30

** Mathematics elective must be chosen from the corresponding section of the [Core Curriculum](#).*

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (T-STEM) AT I.M. TERRELL ACADEMY FOR STEM & VPA AND TARRANT COUNTY COLLEGE**

BACKGROUND:

This Memorandum of Understanding between Fort Worth ISD and Tarrant County College will establish the Texas Science, Technology, Engineering, and Mathematics (T-STEM) to be operated in accordance with the legislative grant of authority for T-STEM schools in Texas Education Code. The T-STEM will be housed at IM Terrell Academy for STEM & VPA and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the programs already in place, the T-STEM program will begin serving current STEM students in grade 9 (with subsequent years serving grades up to grade 12) beginning in the 2022-2023 school year. Per the application and T-STEM blueprints, Texas Instruments and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified T-STEM applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM & VPA and Tarrant County College
2. Decline to Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM & VPA and Tarrant County College
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming
I.M. Terrell Academy for STEM & VPA

RATIONALE:

Approval of this Memorandum of Understanding will allow I.M. Terrell Academy for STEM & VPA to enter a mutually beneficial T-STEM partnership with Tarrant County College to provide directed industry-based work experience to traditionally underserved students. This T-STEM partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college students who are either: 1) 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 post-secondary education or, 4) May have limited financial resources.

INFORMATION SOURCE:

David Saenz

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
TSTEM ACADEMY AT I. M. TERRELL ACADEMY FOR STEM & VPA**

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 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 "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; and

WHEREAS, it is the intention of the Parties that the Early College High School ("T-STEM") shall be operated in accordance with the legislative grant of authority for in Tex. Educ. Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as

may hereafter be amended, modified or supplemented.

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) Both Parties collaborate to 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/TSTEM 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 (3) 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 6/6/2022
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-Trinity River / Fort Worth ISD TSTEM Academy at I. M.
Terrell Academy for STEM & VPA**

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, 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 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/TSTEM ("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 I.M. Terrell High School, 1900 IM Terrell Way, Fort Worth TX, 76102. 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 Trinity River 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.

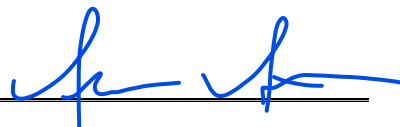
EXECUTED in duplicate original counterparts effective upon the date indicated below.

Tobi Jackson Date
Board President - Fort Worth Independent School District

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:  6/6/2022
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 TSTEM Academy at I. M.
Terrell Academy for STEM & VPA**

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, 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 TSTEM 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:  6/6/2022
ISD Legal Services Date

Approved as to Form: _____
TCCD Legal Services Date



I.M. Terrell Academy for STEM & VPA (T-STEM)

Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician Level 1]



STEM Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th 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 ENGL 1301 (03220300)	*English III or IV ^ENGL 1302 (03220300)	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	*College Algebra or College Algebra MATH 1314 (03101100)	*Pre-Calculus or College Algebra ^MATH 2412 (03101100)	4 th Year Math	4 th Year Math
	Special Topics Adv. W. History	Special Topics Adv. W. History	World History	World History	US History	US History	*Government GOVT 2305 (03330100)	*Economics ^ECON 2301 (03310300)
	IPC	IPC	OR Physics or OR Chemistry	OR Physics or OR Chemistry	AP Biology	AP Biology	4 th Year Science	4 th Year Science
	ⓅPrinciples of Applied Engineering	ⓅPrinciples of Applied Engineering					Practicum in STEM	Practicum in STEM
	PE	PE	Health					
College	Speech SPCH 1321 (13009900)	Art Appreciation ARTS 1301 (03500110) or Music Appreciation MUSI 1306 (03155600)	Robotic Mechanisms (STD37002AB) RBTC 1351 (13037000)	Programmable Logic Controllers (STD36902A) RBTC 1401 (13036900)	*Digital Systems (STD37443AB) CETT 1449 (13037600)	Programmable Logic Controller II AB (STD03690AB) ELPT 2455 (N1303690)	Hydraulics and Pneumatics (MAD03683AB) HYDR 1345 (N1303683)	Robotics Application, Set- Up and Testing (Capstone) (STD37003AB) RBTC 2445 (13037050)
			*DC-AC Circuits (STD36802AB) CETT 1409 (13036800)	*Solid State Circuits (STD36902B) CETT 1441 (13036900)	No Articulation Microprocessor CETT 1445	No Articulation Advanced Microprocessors CETT 2435	No Articulation Electro-Mechanical Devices RBTC 1447	No Articulation Electronic Troubleshooting, Service and Repair ELMT 2337
	Up to 7 Hours	Up to 7 Hours	Up to 11 Hours	Up to 8 Hours	Up to 14 Hours	Up to 15 Hours	Up to 10 Hours	Up to 10 Hours
	8 Periods	8 Periods	8 Periods	8 Periods	8 Periods	8 Periods	8 Periods	8 Periods
			AAS Robotics and Automation 249					
			Associate Degree: 60+ hours					
			Certifications: Mechatronics Technician Level 1 Certification (30 hours)					

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit core course.

^Optional

CETT 1409 requires students to be TSI Met in Algebraic Math pathway.

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE INCREASE IN PURCHASE CARD (P-CARD)**
TRANSACTION LIMITS FOR DISTRICT OPERATIONS

BACKGROUND:

The District’s purchase card (P-Card) has been used since 2014, and the expansion of the program over the years has proven to be an effective and efficient purchasing tool. Custodial, Fleet, Maintenance, Transportation, Warehouse Services and Facilities Planning in the District Operations Division have used the P-Card with great success. The vendors receive payment when the sale is made and the District receives a rebate when the card is used for purchases. The program is well managed, offers purchasing controls and is less expensive to use than the traditional purchase order system. The rising cost of supplies has led District Operations to request an increase in the transaction limit currently in place. District Operations requests an increase for single item purchases from \$2,000 to \$5,000 for Technicians and an increase from \$5,000 to \$10,000 for Forepersons, Assistant Forepersons, Supervisors, and Directors.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Increase in Purchase Card (P-Card) Transaction Limits for District Operations
2. Decline to Approve Increase in Purchase Card (P-Card) Transaction Limits for District Operations
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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:

District Operations

RATIONALE:

Increasing the transaction spending limit on P-Cards will allow a more effective and efficient use of the well-managed purchasing mechanism already in place.

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: **APPROVE TRANSITION PROGRAM PARTICIPATION FEES**

BACKGROUND:

The Fort Worth Independent School District (FWISD) is committed to preparing all students for success in college, career or community leadership, including students with special needs. Marriott Foundation (BRIDGES from School to Work) transition program assists students with disabilities to successfully transition from school to work by developing and supporting competitive employment opportunities. This is the final year of the contract which expires June 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Transition Program Participation Fees.
2. Decline to Approve Transition Program Participation Fees.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Transition Program Participation Fees.

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-035-23-513-000000-23F13

COST:

\$40,000

VENDOR:

Marriott Foundation (Bridges from School to Work)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-095

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. The firm responding to this solicitation has 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

Open to all FWISD high school campuses.

RATIONALE:

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with special needs. Marriott Foundation (Bridges from school-to-work) transition program that facilitates competitive employment for students with disabilities enrolled in Grade 12.

INFORMATION SOURCE:

Marcey Sorensen

Executive Summary

From its flagship office in Dallas, the Bridges from School to Work (Bridges) program of the Marriott Foundation for People with Disabilities proposes to collaborate with the Fort Worth Independent School District (FWISD) to provide comprehensive services aimed at achieving competitive, integrated employment for students with IEPs. Bridges proposes to begin providing services in the first semester of the 2021-2022 academic year, continuing through June 30, 2023, with annual renewals contingent upon performance and available funding. Each year, Bridges will enroll at least 40 high school students. Of the 40 enrolled, Bridges will place at least 32 in competitive, integrated employment. Of those 32, 24 will remain employed at least 90 days. After students achieve at least 90 days of employment, Bridges will follow, monitor, and report their retention benchmarks at 180 days, 270 days, and 365 days, where applicable. Bridges will provide services to FWISD for an annual cost of \$40,000.

Bridges will employ two direct service staff members, known as employer representatives, who will each enroll at least 20 students annually (for a total of 40) in this highly individualized work-based learning program. Bridges employer representatives match students with competitive, integrated employment that aligns with their interests, aptitudes, and abilities. Employer representatives provide recruitment, intake, enrollment, assessment, job readiness, job search, job placement, job retention, and long-term follow-up.

By design, Bridges is employer driven. Bridges seeks to fill the job vacancies of employers and to satisfy the employment aspirations of young adults. The Bridges approach succeeds because it meets employers' needs for skilled and reliable workers: Bridges employer representatives work individually with students to prepare them to be assets to local businesses.

The Marriott Foundation for People with Disabilities, a public charity 501(c)(3), was established in 1989 by the family of J. Willard Marriott, founder of Marriott International. The Foundation developed and operates its nationally recognized Bridges From School to Work program in nine cities across the U.S., transforming lives through the power of a job.

In its 26-year history, Bridges has served more than 21,000 youth, helping place more than 16,400 (77.5%) of them into competitive, integrated jobs with more than 4,200 employers across a wide range of industries. From 2012-2016, of the 3,000-youth served who stayed on the job for 90 days, 80% remained employed at least 180 days, many much longer. In Dallas specifically, more than 650 youth have been placed into competitive employment with more than 225 local employers.

Introduction to Bridges from School to Work

This document outlines a proposed comprehensive scope of work to be delivered under a memorandum of understanding (MOU) with the Fort Worth Independent School District. Services will be provided by the Marriott Foundation for People with Disabilities and its Bridges from School to Work program.

The Marriott Foundation for People with Disabilities (MFPD), a not-for-profit organization with 501(c) (3) status, operates its nationally recognized Bridges from School to Work (Bridges) program in nine U.S. cities. Key facts about the Bridges program:

• Total youth enrolled since 1989	21,000
• Total youth placed since 1989	19,400
• Youth enrolled annually	1,000
• Number of businesses that have hired youth	4,200
• Businesses that have hired more than one Bridges youth	35%

The organization's mission is to transform the lives of young adults with disabilities through the power of a job. The Bridges program achieves its mission by upholding the following core values:

- **Ability first** —Champion what young adults can do in the competitive workplace.
- **Integrity** —Uphold behavior that honors the communities we serve and the brands we support.
- **Service** —Commit to exceeding the expectations of young adults, employers and partners.
- **Accountability** —Hold ourselves responsible for the commitments we make.
- **Collaboration** —Relationships that build trust, respect differences, and realize shared goals.

HISTORY

Established in 1989 by the Marriott family, the MFPD began its first Bridges project in Montgomery County, Maryland, expanding over the years to Los Angeles, San Francisco, Oakland, Chicago, Atlanta, Dallas, Baltimore, and Washington, DC. In 1989, in the process of establishing the Marriott Foundation for People with Disabilities, a number of employer focus groups were held to determine the greatest challenges facing business at that time. In session after session, the number one challenge remained the same: finding and retaining a skilled and

committed workforce. The economy in the intervening years has swung widely from highs to lows, but through them all, the critical need to find and retain a talented workforce has remained. And all indications are that that need will continue to be as challenging as it has ever been.

Table 1: Bridges cities and launch dates

Baltimore	Oakland	Dallas	Philadelphia	Atlanta	L.A.	San Francisco	Chicago	Metro-DC
2013	2007	2005	1999	1996	1992	1990	1990	1990

Bridges has garnered national recognition as a leader in school-to-work transition services for young adults with disabilities. Featured in numerous professional journal articles, Bridges is an evidenced-based program whose model produces quality outcomes for young adults who struggle to gain a foothold in the work force. Few if any school-to-work transition programs have amassed the breadth and depth of data reflecting outcomes for the thousands of youth served over a span of 27 years. Bridges is and has always been an outcome-driven program that produces impressive placement and retention outcomes for participating youth, and one that generates a return on investment for partners and funders.

BRIDGES OF DALLAS OUTCOMES

Since 2005, more than 240 local Dallas employers have provided employment opportunities for over 650 Dallas youth, helping these young people with disabilities succeed in the workplace.

Brief Summary of Proposed Bridges Services for FWISD

We propose a five-year contract to provide school-to-work transition services to Fort Worth students with disabilities. The first contract year will begin July 1, 2017 and end June 30, 2018. Each subsequent year's renewal would be contingent on meeting mutually agreed-upon performance measures and funding availability.

Listed below are key elements of the proposed project.

- Students served annually —40
- Number of Bridges staff members —2 full-time employer representatives
- Proposed contract year —July 1-June 30 each year
- Duration of follow-along services —12 months post-placement
- Annual cost to FWISD —\$40,000

**Memorandum of Understanding
Fort Worth Independent School District and
BRIDGES FROM SCHOOL TO WORK
-- DFW OFFICE--**

This Memorandum of Understanding ("MOU") outlines a collaboration between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district ("FWISD") and Bridges from School to Work (Bridges). FWISD and Bridges may be collectively referred to as the "Parties" or individually as a "Party". The purpose of the MOU is to establish and maintain a successful Bridges from School to Work program in FWISD. Bridges is a school-to-work transition program that provides recruitment, intake, assessment, enrollment, job readiness instruction, job search, job development, job placement, and job retention services to young adults who receive special education services.

The Bridges pilot project will be administered jointly by FWISD and MFPD in coordination with FWISD's school-to-work transition efforts. This MOU shall be effective July 1, 2022, and shall continue in effect until June 30, 2023, unless canceled by either Party as outlined in Section VI.

I. Background and Need for Cooperation

The MFPD was established in 1989 to enhance employment opportunities for youth with disabilities through its transition programs Bridges FROM SCHOOL TO WORK and Bridges. Bridges assists students with disabilities as they successfully transition from school to work by developing and supporting competitively paid employment with local businesses during their last year in high school. Using a comprehensive package of outreach, education, job matching, and appropriate supports, the program works toward ensuring a successful employer/employee relationship for all involved. The mission of the program is to transform the lives of young adults with disabilities through the power of a job.

Bridges distinguishes itself from other transition programs in that it provides an additional focus on opportunities for employment, growth, and advancement beyond the initial placement in an entry-level job. Over the course of a 12-18-month period, its mission is to launch young people with disabilities on a path that includes ongoing vocational development leading to increases in wages, hours worked, and job responsibilities.

Piloted in Montgomery County, MD in the fall of 1989, Bridges has since expanded to other major metropolitan areas including Atlanta, Baltimore, Chicago, Dallas, Los Angeles, Oakland, Philadelphia, San Francisco, and Washington, DC. Research indicates that transition programs for youth are most successful when partnerships are developed to include the local school system, business communities, and state vocational rehabilitation agencies. The goal of this MOU is to contribute to a successful effort in Fort Worth by outlining the roles and responsibilities of the involved Parties.

II. Responsibilities and Commitments

Each Party to this MOU has resources and/or areas of expertise critical to the program's overall success. The commitments of each Party in this regard are outlined below:

A. The MFPD and its staff will:

Coordinate with FWISD and provide guidance on all components of the Bridges model at

- designated high schools.
2. Consistent with FWISD goals, promote/market the program to students, teachers, and other personnel who can identify and refer students for enrollment in the program.
 3. Attend and participate in FWISD school-based meetings, including IEPs, Special Education Departmental meetings, and other gatherings as needed.
 4. Recruit, employ, train, and supervise Bridges staff.
 5. Create and support linkages with FWISD, schools, employers, youth and their families, vocational rehabilitation agencies, and others for the purpose of meeting program objectives.
 6. Work closely with FWISD, and as guided by school-based Special Education personnel, interview and assess students for enrollment in the Bridges program.
 7. Provide administrative support for the program, including creating and maintaining student case files, both in hard copy and electronic formats. Student records will contain detailed documentation about interventions and outcomes as they relate to the pursuit of employment, job placement, job completion, job advancement, etc.
 8. Compile, analyze and report data relative to all program activity as a basis for measuring success, including wage rates, job performance, hours worked, job advancement, employment tenure, disability classifications, etc.
 9. Assign Bridges staff to visit the individual schools on a regular basis and provide in-service workshops, observe classes, and spend time in the classroom with teachers and students. One-on-one and group workshops could include instruction on effective interviewing; completing job applications; demonstrating appropriate workplace behaviors; serving customers; understanding the importance of attendance and punctuality; adhering to work schedules; following policies and procedures; using public transportation; and dressing for success.
 10. Use the Bridges processes to establish and support positive employment matches, using both current and new employer contacts.
 11. Assist employers with coaching and counseling Bridges students when work-based issues arise; assist with acclimating and orienting students to their new jobs; visit job sites to reinforce employer expectations; visit job sites to retrain students on job readiness/retention concepts taught at school; support employers in their efforts to help students retain their jobs; and encourage students to succeed in their jobs.
 12. Work toward a goal of enrolling at least forty (40) students; placing at least thirty-two (32) into competitive, unsubsidized employment; helping at least twenty-four (24) to complete ninety (90) days of employment; and assisting at least twenty (20) with completing one hundred eighty (180) days of employment. Bridges will also monitor increases in wages, hours, responsibility, achievement of certification, and /or supporting their pursuit of post-secondary education or training.
 13. Provide appropriate, needs-based, ongoing follow-up, and monitoring for up to twelve (12) months post-placement, as funding allows, in accordance with the following:
 - a. Ongoing support for twelve (12) months after job placement will include regular follow-up and monitoring (in-person, via phone, text, and email) with the employer and the school-based personnel.
 - b. The Bridges Employer Representative and school-based faculty will handle on a case-by-case basis the appropriate intervention for students who quit or are fired from a job. For those students who fail to complete 90-days of employment but are in a position to be placed in a subsequent job that could lead to ninety (90) days of continuous employment, their length of employment will be considered continuous if one month or less elapses between loss of the first job and placement in the subsequent job.

14. Collaborate with all parties to maintain/develop local funding and other resources to support the ongoing operation and/or growth of the program.

B. The FWISD and Special Education transition staff will:

1. Work with Bridges staff to ensure the effective implementation of Bridges in coordination with and support of their current transition processes and objectives, including the following:
 - a. Each academic year, identify and refer at least forty (40) qualified prospective Bridges participants who optimally:
 - i. are students with a disability and an I.E.P;
 - ii. are in their last year of high school;
 - iii. are 17-21 years of age;
 - iv. desire to participate in the program; and
 - v. Commit to successful employment and conscientious program participation.
 - b. Facilitate linkages between project staff, parents, and other appropriate supports for the Bridges participant, including Vocational Rehabilitation, social workers, caseworkers, and school counselors.
 - c. Assist with coordination of academic requirements and schedules with Bridges work schedules and interviews.
 - d. Provide, as needed, access to IEPs and other academic records, including reading and computation levels, disability diagnoses, vocational assessments, transition plans, etc., to assist with a successful Bridges intervention.
 - e. Assist Bridges staff in supporting a successful employment experience (including team-based coaching and counseling to promote job retention and vocational success and assisting with garnering parental support and authorizations).
 - f. Encourage Bridges staff to participate fully in the school's activities.
 - g. Collaborate with all parties in developing local funding and other resources to support the ongoing operation and/or growth of the program, including supplying letters of support, attending bidders' conferences, etc.

C. Funding

1. The Fort Worth Independent School District will contribute \$40,000 toward this project, in accordance with the following payment schedule:
 - a. Four (4) quarterly payments of \$10,000, to be billed mid-month in September of 2022, December of 2022, February of 2023, and May of 2023, for a total of \$40,000.
2. To ensure an adequate pool of referrals, and to increase the likelihood of success, FWISD faculty and staff will identify and refer at least forty (40) qualified students who meet the criteria listed in this document. Twenty (20) referrals should occur by September 15th, and twenty (20) more by December 15th.
3. The actual cost to operate Bridges in the pilot project is estimated at \$200,000. Bridges, in collaboration with FWISD, will seek to secure funds from other public and or private sources to meet the actual cost.
4. Funding Out Clause: If the Fort Worth Independent School District is unable to provide funding in any given year, the District may exercise its option to cancel the contract as outlined in Section VI, of this MOU.

D. Record Keeping

1. All Parties to this MOU will develop a mutual understanding of the records to be maintained by each Party. Each Party will perform its record-keeping and distribution function in a timely and accurate manner.
2. Bridges maintains a comprehensive Web-based case management system that retains information associated with each student, including assessment, enrollment, placement, and intervention. This case management system is capable of generating reports that can assist with data collection and analysis that help track and measure programmatic outcomes. Data shared under this MOU will be stored in accordance with the Data Sharing Agreement and Process, attached as Exhibit A, and hereby incorporated in this MOU.

E. Confidentiality

All Parties in accordance with applicable laws and regulations will maintain the confidentiality of all student information. All required releases will be signed at the time of referral to the program, and prior to implementation of any services.

F. Modification and Cancellation

This MOU may be modified, canceled, and/or renewed at any time by mutual agreement of the Parties. Modifications or renewals must be distributed to all Parties and attached to this original MOU. Cancellation of this MOU will occur thirty (30) days after written notice from any Party to this MOU, to all other Parties, expressing intent to cancel. Payment will be made for all outcome benchmarks reached on the date the cancellation takes effect.

G. Governing Law and Venue

The MOU and all of the rights and obligations of the Parties hereto and all of the terms and conditions thereof shall be construed, interpreted, applied with, governed by, and enforced under the laws of the State of Texas and the Parties agree that venue shall be in Tarrant County, Texas.

[Signature Page Follows]

H. Signatures

Bridges from School to Work

By:  Title: Executive Director Date: April 4 2022

Fort Worth Independent School District

By:  Title: S. D. Director Date: 5/12/22 ^{Fe}
Dianne Hawkins Director,

By:  Title: _____ Date: 5/12/22
Corey Golomb Assistant Superintendent


Dr. Marcey Sorensen
Chief Academic Officer


Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

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

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021, and last amended through the period ended April 30, 2022. During the month of May 2022, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund, as reflected on the spreadsheet provided. Additionally, a final review of revenue is performed to determine any adjustments in anticipated revenue at year end as compared to initial and/or amended projections. All requests are necessary in the normal course of District Operations.

1. General Fund Revenue: Decreased in part due to taxpayer litigation associated with gas compressors located in Tarrant County. The original tax base declined during the year due to protests. The student population also declined during the year, furthering the decline in state revenue. Federal revenues increased due to additional ESSER funding.

Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended May 31, 2022

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

		May 31, 2022 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
5700	Tax payer litigations and royalty increase due to fuel prices	7,647,840		
5800	Decrease due to lost attendance and lower enrollment		(38,107,980)	
5900	Additional ESSER funding	25,455,876		
	Total	33,103,716	(38,107,980)	(5,004,264)
Function	Expenses			
11	Fund 199-Transfer to function 41 for additional budget for Legal expenses		357,476	
	Fund 198-Transfer to function 12 to purchase library furniture and equipment for campus location 188		71,817	
	Fund 199-Transfer to function 41 for additional budget to cover media needs		79,900	
	Campus/Dept. normal course of District operations		51,504	
	Overall effect on Function 11	0	560,697	(560,697)
12	Campus/Dept. normal course of District operations	74,225		
	Overall effect on Function 12	74,225	0	74,225
13	Campus/Dept. normal course of District operations		4,401	
	Overall effect on Function 13	0	4,401	(4,401)
21	Campus/Dept. normal course of District operations		48,058	
	Overall effect on Function 21	0	48,058	(48,058)
23	Campus/Dept. normal course of District operations	43,419		
	Overall effect on Function 23	43,419	0	43,419
31	Fund 199-Transfer to function 41 for additional budget to cover Legal payment requests		140,524	
	Campus/Dept. normal course of District operations		112,096	
	Overall effect on Function 31	0	252,620	(252,620)
32	Campus/Dept. normal course of District operations		953	
	Overall effect on Function 32	0	953	(953)
33	Campus/Dept. normal course of District operations	1,222		
	Overall effect on Function 33	1,222	0	1,222
34	Fund 199-Transfer from function 51 add budget for bus fuel	370,060		
	Fund 198-Transfer to function 51 for HVAC and playground installation		203,528	
	Campus/Dept. normal course of District operations	58,225		
	Overall effect on Function 34	428,285	203,528	224,757
35	Campus/Dept. normal course of District operations		80	
	Overall effect on Function 35	0	80	(80)
36	Campus/Dept. normal course of District operations		49,341	
	Overall effect on Function 36	0	49,341	(49,341)
41	Fund 199-Transfer from function 11 for additional budget to cover Legal expenses	357,476		
	Fund 199-Transfer from function 31 for additional budget to cover Legal payment requests	140,524		
	Campus/Dept. normal course of District operations	80,812		
	Overall effect on Function 41	578,812	0	578,812
51	Fund 199-Transfer to function 34 add budget for bus fuel		376,576	
	Fund 198-Transfer from function 34 for HVAC and playground installation	203,528		
	Campus/Dept. normal course of District operations		47,617	
	Overall effect on Function 51	203,528	424,193	(220,665)
52	Campus/Dept. normal course of District operations	7,850		
	Overall effect on Function 52	7,850	0	7,850
53	Campus/Dept. normal course of District operations	122,033		
	Overall effect on Function 53	122,033	0	122,033
61	Campus/Dept. normal course of District operations	34,926		
	Overall effect on Function 61	34,926	0	34,926
81	Transfer to fund renovation of new Admin building contract	7,906,374		

	May 31, 2022 Budget Amendment	Increase	Decrease	Net Effect
	Campus/Dept. normal course of District operations	49,571		
	Overall effect on Function 81	7,955,945	0	7,955,945
	Total	9,450,245	1,543,871	7,906,374

**General Fund
Budget Amendment
2021-2022**

	Consolidated General Fund 2021-2022 Amended Budget 4/30/2022	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 5/31/2022
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$459,971,554	\$7,647,840	\$467,619,394
5800 State Revenue	330,087,019	(38,107,980)	291,979,039
5900 Federal Revenue	14,931,000	25,455,876	40,386,876
7900 Other Sources	9,500,000	0	9,500,000
Total Revenue & Other Sources	\$814,489,573	(\$5,004,264)	\$809,485,309
<u>EXPENDITURES</u>			
11 Instruction	\$484,332,058	(\$560,697)	\$483,771,361
12 Instruction Resources and Media Services	\$12,603,948	\$74,225	\$12,678,173
13 Curriculum and Instructional Staff Development	\$13,464,791	(\$4,401)	\$13,460,390
21 Instructional Administration	\$16,608,405	(\$48,058)	\$16,560,347
23 School Administration	\$51,311,626	\$43,419	\$51,355,045
31 Guidance and Counseling Services	\$49,123,147	(\$252,620)	\$48,870,527
32 Social Work Services	\$5,399,025	(\$953)	\$5,398,072
33 Health Services	\$11,539,415	\$1,222	\$11,540,637
34 Student Transportation	\$22,346,385	\$224,757	\$22,571,142
35 Food Services	\$1,490,353	(\$80)	\$1,490,273
36 Cocurricular/Extracurricular Activities	\$18,202,782	(\$49,341)	\$18,153,441
41 General Administration	\$25,391,624	\$578,812	\$25,970,436
51 Plant Maintenance and Operations	\$103,402,615	(\$220,665)	\$103,181,950
52 Security and Monitoring Services	\$14,105,435	\$7,850	\$14,113,285
53 Data Processing Services	\$25,306,042	\$122,033	\$25,428,075
61 Community Services	\$5,854,500	\$34,926	\$5,889,426
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$1,809,025	\$7,955,945	\$9,764,970
95 Payments to Juvenile Justice Alt Ed Program	\$285,000	\$0	\$285,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,901,500	\$0	\$2,901,500
Total Budgeted Expenditures	\$865,477,676	\$7,906,374	\$873,384,050
Total Deficit	(\$50,988,103)	(\$12,910,638)	(\$63,898,741)
Beginning Fund Balance (Audited)	281,399,838		281,399,838
Fund Balance-Ending (Unaudited)	\$230,411,735		\$217,501,097

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: **APPROVE FIRST 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 First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First 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 June 28, 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. A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior 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 or designee shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:</p> <ol style="list-style-type: none">1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD], and2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while in or on the premisesgrounds of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:<ol style="list-style-type: none">a. Attempted murder;b. Indecency with a child;c. Aggravated kidnapping;d. Aggravated Assault resulting in bodily injury or aggravated assault on someone other than a District employee or volunteer;e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer; orf. Aggravated robbery; org. Continuous sexual abuse of a young child or disabled individual.
SCHOOL SAFETY TRANSFERS	<p>The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options above 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 or designee an application for transfer. The Superintendent or designee 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
June 28, 2022

TOPIC: **APPROVE SECOND READING-REVISIONS TO BOARD POLICIES**
FEA(LOCAL), FEC(LOCAL) AND FNCE(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:

- FEA(LOCAL): Standard TASB policy: recommended revisions based on Senate Bill (SB) 289 which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver’s license
- FEC(LOCAL): Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance and removal of extensive administrative details not required to be in board policy
- FNCE(LOCAL): Standard TASB policy: the District no longer requires fees for the release of confiscated telecommunication devices

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(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 June 28, 2022
BOARD MEETING**

- **FEA(LOCAL):** Standard TASB policy: recommended revisions based on Senate Bill (SB) 289 which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license
- **FEC(LOCAL):** Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance and removal of extensive administrative details not required to be in board policy
- **FNCE(LOCAL):** Standard TASB policy: the District no longer requires fees for the release of confiscated telecommunication devices

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. [A student shall be required to submit verification of these absences in accordance with administrative regulations.](#)

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

	<p>This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.</p>
Absences Considered	<p>Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.</p>
Attendance Committees	<p>The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.</p>
The Superintendent's Position	<p>Each school shall make the specific appointments select a school attendance committee of three to five members composed of school staff of appropriate gender and ethnic balance, and in accordance with legal requirements. The attendance committee may meet on an as-needed basis as determined by the principal.</p>
Parental Notice of Excessive Absences	<p>A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.</p>
Methods for Regaining Credit or Awarding a Final Grade	<p>When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.</p> <p>If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting to the principal a written petition to for the appropriate attendance committee on the appropriate form, accompanied by documentation supporting consideration of extenuating circumstances for unresolved or unexcused absences.</p> <p>Any appeal for a graduating senior shall be processed before graduation when submitted in accordance with administrative regulations.</p> <p>Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.</p> <p>The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all</p>

students whose attendance drops below 90 percent of the days the class is offered.

~~A student~~Students who ~~has~~have lost credit or ~~has~~have not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

~~The~~If a student has established a questionable pattern of absences, the principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying ~~an~~the absence for personal illness as one for which there are extenuating circumstances.

Guidelines on Extenuating Circumstances

~~The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

Days of Attendance

~~All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance for the following reasons shall be considered days of attendance for this purpose:~~

- ~~1.— Religious holy days;~~
- ~~2.— Required court appearances;~~
- ~~3.— Activities related to obtaining U.S. citizenship;~~
- ~~4.— Serving as an election clerk;~~
- ~~5.— Visiting an institution of higher education;~~
- ~~6.— Substantiated absences for illness or for health care appointments;~~
- ~~7.— Absences for approved extracurricular activities [see FM]; and~~
- ~~8.— Absences granted prior approval by the principal on parent request for up to three days for a specific, nonrecurring event.~~

~~[See FEA and FEB]~~

Transfers / Migrant Students

~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

Best Interest Standard

In reaching consensus regarding a student's absences and how, the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent ~~or designee~~ shall develop

**Guidelines on
Extenuating
Circumstances**

~~Consideration of
Documentation
Control~~

~~Student's Academic
Record~~

~~Information from
Student or Parent~~

**Imposing Conditions
for Awarding Credit
or a Final Grade**

administrative regulations to document~~documentation of the~~ addressing the attendance committee's decision.

~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

~~The committee shall consider whether a the absences were for reasons out of the student's or parent's control.~~

~~The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.~~

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

The attendance committee shall consider the student's unique circumstances and, if necessary, shall ~~may~~ impose ~~any of the following~~ conditions for ~~awarding students with excessive absences to regain~~ credit or ~~be awarded~~ a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
- ~~1.2.~~ 2. Completing additional assignments, as specified by the committee or teacher.
- ~~2.3.~~ 3. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before and after school programs.~~
4. Completing other instructional programs, as specified by the committee.
- ~~3.~~ ~~Maintaining the attendance standards for the rest of the semester.~~
- ~~4.5.~~ 5. Taking an examination to earn credit. [See EHDB]
- ~~5.~~ ~~Attending a flexible school day program.~~

~~6. Attending summer school.~~

In all cases, the student must ~~also~~ earn a passing grade in order to receive credit.

Appeal Process

~~A parent~~~~If an attendance committee denies a student's petition for credit for a class or award of a final grade in a class, the student may appeal the decision of the attendance committee in accordance with~~~~to the Board by submitting a written request to the Superintendent, who shall proceed under Level Three of the student complaint policy. [See FNG(LOCAL).]~~
A parent may appeal the decision of the attendance committee in accordance with the Board by submitting a written request to the Superintendent, who shall proceed under Level Three of the student complaint policy. [See FNG(LOCAL).]

PROPOSED REVISIONS

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications Devices

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.

The District shall not charge a fee for the release of a personal telecommunications device. ~~A confiscated personal telecommunications device shall be released for a fee determined by the Board.~~ In accordance with the student handbook, the student or the student's parents may retrieve a device after **receiving notification from the District.** ~~paying the fee.~~

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

Other Electronic Devices

Guidelines regarding other electronic devices shall be addressed in the student handbook.

Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR STRUCTURAL AND CIVIL ENGINEERING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-084) entitled “Structural and Civil Engineering Services for the 2021 Capital Improvement Program” with the following schedule of events:

Event	Date
RFQ Issued	April 11, 2022
Deadline for Submission of Questions	April 20, 2022
Statements of Qualifications Due	April 26, 2022
Selection Notification	June 29, 2022

On April 26, 2022, the District received three (3) Statements of Qualifications (SOQs) from firms in response to the RFQ. All three (3) SOQs submitted were deemed responsive and compliant with the RFQ requirements:

RLG Consulting Engineers
Simon Engineering & Consulting, Inc.
Teague Nall and Perkins, Inc.

The evaluation resulted in the recommendation of all three firms for structural and civil engineering services to support the 2021 Capital Improvement Program.

In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of structural and civil engineering services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-O38-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$300,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

RLG Consulting Engineers
Simon Engineering & Consulting, Inc.*
Teague Nall and Perkins, Inc.

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-084
Number of Bid/Proposals Received: 3
HUB Firms: 1

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Structural and civil engineering services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP projects.

INFORMATION SOURCE:

Vicki Burris

**Fort Worth ISD Capital Improvement Program 2021 Bond
Request for Qualifications
Structural & Civil Engineering
RFQ# 22-084**

Proposer Name:	HUB / JV	Average Score for Evaluators A, B, C				5. HUB consolidated Score	6. References	7. Dun & Bradstreet	Total Score (Out of 100 Possible Points)	Rank
		1. Firm Profile	2. Firm Educational Project Experience	3. Personnel	4. Workload					
Maximum Available Points per Category =>		7	25	20	20	20	5	3	100	
RLG Consulting Engineers		6.67	23.67	19.67	19.33	8.00	5.00	1.50	83.84	3.00
Simon Engineering & Consulting, Inc.	HUB	6.33	21.33	18.33	18.33	12.00	4.83	3.00	84.15	2.00
Teague Nall and Perkins, Inc.		7.00	24.67	19.67	19.67	9.00	5.00	2.50	87.51	1.00

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH PINNACLE CONTRACTING GROUP, LLC, FOR JOB #008-002 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 22, 2019, the Board of Education (BOE) approved the authorization to enter a contract with Pinnacle Contracting Group, LLC., for a Mariachi addition for Job No. 008-002 (RFCSP #19-030), North Side High School. On September 24, 2019, the Board of Education approved a change order for the North Side High School Mariachi addition project adding piers and void boxes to the foundation; sound equipment; and changing the design of the sanitary sewer to cast iron.

Original Contract:	\$2,415,094.00	Original Substantial Completion Date:	August 9, 2019
Change Order #1	\$282,000.00		
Final Deductive Change Order:	(\$18,431.10)	Substantial Completion Date Increased:	426 days
Final Contract Amount:	\$2,678,662.90	Final Substantial Completion Date:	October 9, 2020
Previously Paid and Adjustment:	(\$2,678,662.90)		
Final Payment Due:	\$0.00		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

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

COST:

No Cost

VENDOR:

Pinnacle Contracting Group, LLC

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program
North Side High School Mariachi Addition

RATIONALE:

Pinnacle Contracting Group, LLC., has completed all work as required per the terms of their Contract for renovations at North Side High School Mariachi Addition. The work has been inspected by WRA and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: **APPROVE PURCHASE OF FINE ARTS STORAGE EQUIPMENT
FOR DUNBAR HIGH SCHOOL RENOVATION IN CONJUNCTION
WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM****

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for the Dunbar High School Renovation on April 9, 2019. This agenda item requests authorization to purchase Fine Arts storage equipment for the renovated Fine Arts areas.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017 671-81-6398-B43-005-99-000-005212

COST:

\$95,431.70

VENDOR:

Wenger Corporation

PURCHASING MECHANISM:

Bid/RFP/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:

Capital Improvement Program
Dunbar High School

RATIONALE:

The purchase of the Fine Arts storage equipment is necessary for storage and upkeep of instruments, uniforms and sheet music for the Fine Arts programs.

INFORMATION SOURCE:

Vicki Burris

Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



C O R P O R A T I O N

Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3227552

Wenger Storage Solutions for C104, C112,
 C113, C120, C106

QUOTE

Date: 05/03/2022
 Page: 1 of 3
 Cust #: 00091530

<p>Quote To: Susan Spicer Paul Laurence Dunbar High Sch 5700 Ramey Ave Fort Worth TX 76112-7959 United States</p> <p>Phone: (817) 871-2000 Fax: (817) 814-1935 E-Mail: sspicer@fwisd.org</p>	<p>Date: 5/3/2022 Expires: 7/31/2022 Reference: Terms: Net 30 Days Created By: Mary Steidler</p> <p>Salesperson: Mary Steidler Phone: +1 (507) 774-8395 E-Mail: mary.steidler@wengercorp.com</p>
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Quote Comments:

--Bid Award: 21-044
 --Also 19-015-C (Theatrical Fine Arts Services, Supplies and Equipment)

WENGER CONTACT INFORMATION:
 Mary Steidler / FF&E Sales Representative for North Texas
 800.4WENGER (493.6437) ext. 8395
 DIRECT LINE: 507-774-8395
 Mary.Steidler@wengercorp.com
 Wenger Corporation
 555 Park Drive / Owatonna, MN 55060
 Fax: 507-455-4258

Line	PartNum/Description	Qty	Net Price	Ext. Price
<i>USD</i>				
Band Storage C104:				
1.00	250A001.114 UltraStor #01, Undefined Color, Composite Wood, compartment wood door, hinged left	2 EA	\$1,619.10	\$3,238.20
2.00	252A002.119 UltraStor #02, Narrow, Undefined Color, Composite Wood, compartment wood door, hinged left	1 EA	\$1,687.50	\$1,687.50
3.00	252A003.115 UltraStor #03, Narrow, Undefined Color, Composite Wood, compartment wood door, hinged left	1 EA	\$1,664.10	\$1,664.10
4.00	250A004.125 UltraStor #04, Undefined Color, Composite Wood, compartment wood door, hinged left	1 EA	\$1,548.00	\$1,548.00
5.00	252A004.110 UltraStor #04, Narrow, Undefined Color, Composite Wood, compartment wood door, hinged left	2 EA	\$1,548.00	\$3,096.00

Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



C O R P O R A T I O N

Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3227552

QUOTE

Date: 05/03/2022
 Page: 2 of 3
 Cust #: 00091530

Wenger Storage Solutions for C104, C112,
 C113, C120, C106

6.00	250A005.125	3 EA	\$1,619.10	\$4,857.30
	UltraStor #05, Undefined Color, Composite Wood, compartment wood door, hinged left			
7.00	252A008.105	1 EA	\$985.50	\$985.50
	UltraStor #08, Narrow, Undefined Color, Composite Wood, Full wood door, hinged left			
8.00	250A010.117	9 EA	\$1,157.40	\$10,416.60
	UltraStor #10, Undefined Color, Composite Wood, compartment wood door, hinged left			
9.00	250A011.125	1 EA	\$1,226.70	\$1,226.70
	UltraStor #11, Undefined Color, Composite Wood, compartment wood door, hinged left			
10.00	250A912.127	1 EA	\$1,548.00	\$1,548.00
	UltraStor #12, RTA, Undefined Color, Composite Wood, compartment wood door			
11.00	250A014.111	3 EA	\$1,157.40	\$3,472.20
	UltraStor #14, Undefined Color, Composite Wood, compartment wood door, hinged left			
12.00	250A915.128	5 EA	\$1,548.00	\$7,740.00
	UltraStor #15, RTA, Undefined Color, Composite Wood, compartment wood door			
13.00	250A917.108	2 EA	\$1,789.20	\$3,578.40
	UltraStor Cabinet #17, RTA, Undefined Color, Composite Wood, full wood door			

Drama Storage C120:

30.00	028B002	4 EA	\$886.35	\$3,545.40
	Rack 'n Roll Garment Cart Black 6'			
31.00	241C025.100	1 EA	\$283.10	\$283.10
	GearBoss Shelving Starter Bay 48.0"W,96"H			
32.00	241C026.100	3 EA	\$206.15	\$618.45
	GearBoss Shelving Add-on Bay 48.0"W,96"H			
33.00	241C019.100	16 EA	\$111.15	\$1,778.40
	GearBoss Shelving Shelf 48.0" X 30.5"			
	<i>(Four shelves per bay)</i>			
34.00	241B030.100	16 EA	\$103.55	\$1,656.80
	GearBoss Shelving Worksurface 48"X30.5"			
	<i>(Flat worksurface to be mounted to each of the shelves)</i>			

Library/Workroom C106:

42.00	173200028	1 EA	\$7,902.48	\$7,902.48
	Music Library,7-Shelf,Corner Installation,Undefined,Composite Wood,4 Standard Units,with Top Closures			

Music Library C112:

14.00	173200028	1 EA	\$7,902.48	\$7,902.48
	Music Library,7-Shelf,Corner Installation,Undefined,Composite Wood,4 Standard Units,with Top Closures			

Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



C O R P O R A T I O N

Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3227552

Wenger Storage Solutions for C104, C112,
 C113, C120, C106

QUOTE

Date: 05/03/2022
 Page: 3 of 3
 Cust #: 00091530

Uniform Storage C113:

25.00	028B002 Rack 'n Roll Garment Cart Black 6'	4 EA	\$886.35	\$3,545.40
26.00	241C025.100 GearBoss Shelving Starter Bay 48.0"W,96"H	1 EA	\$283.10	\$283.10
27.00	241C026.100 GearBoss Shelving Add-on Bay 48.0"W,96"H	5 EA	\$206.15	\$1,030.75
28.00	241C019.100 GearBoss Shelving Shelf 48.0" X 30.5"	24 EA	\$111.15	\$2,667.60
29.00	241B030.100 GearBoss Shelving Worksurface 48"X30.5"	24 EA	\$103.55	\$2,485.20

Wenger Freight:

50.00	Freight Freight Services	1 EA	\$5,992.04	\$5,992.04
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Wenger Installation:

51.00	Install Installation Services	1 EA	\$10,682.00	\$10,682.00
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DELIVERY & INSTALLATION BY WENGER:
This pricing includes complete delivery and installation, which includes unloading, assembling and removal of debris by Wenger-trained technicians, at non-prevailing, non-union wage rates, to 1st floor locations. 2nd floor or greater may incur additional fees. Check with your representative for further details.

LEAD TIME for delivery & installation by Wenger: about 14 weeks after receipt of order and dimensioned drawing from customer.

Lines Total	\$95,431.70
Total Taxes	\$0.00

Quote Total \$95,431.70



MUSIC EDUCATION AND PERFORMING ARTS

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

ATHLETICS Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR MOVING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-085) entitled “Moving Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFQ Issued	April 18, 2022
Deadline for Submission of Questions	April 27, 2022
Statements of Qualifications Due	May 3, 2022
Selection Notification	June 29, 2022

On May 3, 2022, the District received six (6) Statements of Qualifications (SOQs) from firms in response to the RFQ. Five (5) of the six (6) SOQs submitted were deemed responsive and compliant with the RFQ requirements.

A-1 Freeman North American, Inc.
All Points of Texas
Exserv Inc.
Mike D Trucking Co, LLC
Office Interiors Group, Inc

The evaluation resulted in the recommendation of all five (5) firms for Moving Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of Moving Services based on demonstrated competence and qualifications; and authorize the CIP Department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-M41-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$4,000,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

- A-1 Freeman North American, Inc.
- Exserv Inc.
- Mike D Trucking Co. LLC*
- All Points of Texas
- Office Interiors Group, Inc.*

**Denotes HUB Firm*

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-085
Number of Bid/Proposals Received: 5
HUB Firms: 2

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Moving Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP projects.

INFORMATION SOURCE:

Vicki Burris

**Fort Worth ISD Capital Improvement Program 2021 Bond
Request for Qualifications
Moving Services
RFQ# 22-085**

Proposer Name:	HUB / JV	Average Score for Evaluators A, B, C				5. HUB consolidated Score	6. References	7. Dun & Bradstreet	8. Price	Total Score (Out of 100 Possible Points)	Rank
		1. Firm Profile	2. Firm Educational Project Experience	3. Personnel	4. Workload						
Maximum Available Points per Category =>		17	20	0	0	20	10	3	30	100	
A-1 Freeman North American, Inc.		17.00	19.47	0.00	0.00	6.00	10.00	2.50	24.68	79.65	1.00
All Points of Texas		14.67	14.33	0.00	0.00	5.50	6.67	0.00	26.00	67.17	4.00
Exserv inc.		16.00	18.07	0.00	0.00	6.00	6.50	0.50	30.00	77.07	2.00
Mike D Trucking Co. LLC	HUB	16.00	17.33	0.00	0.00	11.00	6.33	0.50	22.80	73.96	3.00
Office Interiors Group, Inc.	HUB	15.00	15.47	0.00	0.00	12.00	2.83	0.50	20.54	66.34	5.00

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOB ORDER CONTRACTING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP 22-086) entitled “Job Order Contracting Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFCSP Issued	April 25, 2022
Deadline for Submission of Questions	May 4, 2022
Statements of Qualifications Due	May 10, 2022
Selection Notification	June 29, 2022

On May 10, 2022, the District received twenty Competitive Sealed Proposals (CSPs) from firms in response to the RFCSP. Eighteen of the twenty CSPs submitted were deemed responsive and compliant with the RFCSP requirements.

Basic IDIQ Inc	Phillips May Corporation
E3 Entegral Solutions	Picasso Contractors LLC
ERC Environmental Solutions	Post L Group LLC
F.H. Paschen, S.N. Nielsen & Associates	Real Network Services
Gilden Industries LLC	Reeder General Contractors Inc
ICON Diversified LLC	Restoration Specialist LLC
JonesCo General Contractors LLC	SDB Inc
Mart Inc	Texas Air Systems LLC
Morales Construction Services Inc	Waltz

The evaluation resulted in the recommendation of thirteen firms for Job Order Contracting Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2269.401, staff recommends that the Board approve the firms identified above as qualified providers of Job Order Contracting Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

CIP 2021	661-81-6629-J41-XXX-99-000-XXXXXX
	661-81-6629-C41-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$5,000,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

- SDB Inc*
- Post L Group*
- Reeder General Contractors Inc
- ERC Environmental Solutions
- F.H. Paschen, S.N. Nielsen & Associates
- Gilden Industries LLC
- Basic IDIQ Inc
- ICON Diversified LLC*
- Phillips|May Corporation*
- Real Network Services*
- Morales Construction Services Inc*
- Picasso Contractors*
- Mart Inc

**Denotes HUB Firm*

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-086

Number of Bid/Proposals Received: 18

HUB Firms: 7

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Job Order Contracting Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to address any additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2021 CIP project.

INFORMATION SOURCE:

Vicki Burris

**Fort Worth ISD Capital Improvement Program 2021 Bond
Request for Qualifications
JOC General Contractor
RFQ# 22-086**

Proposer Name:	HUB / JV	Average Score for Evaluators A, B, C				5. HUB consolidated Score	6. References	7. Dun & Bradstreet	8. Price	Total Score (Out of 100 Possible Points)	Rank
		1. Insurance Experience Modification Rate	2. Project Team and Management Approach	3. Current/Past k- 12 JOC Experience	4. Schedule & Phasing Plan Approach						
Maximum Available Points per Category =>		5	7	10	5	20	5	3	45	100	
Basic IDIQ Inc.		4.67	5.33	7.33	3.67	10.00	1.67	1.50	43.97	78.14	4.00
E3 Entegral Solutions		1.00	3.33	5.00	2.33	9.00	3.29	1.50	38.25	63.70	16.00
ERC Environmental Solutions		2.67	4.00	4.67	3.33	10.50	3.29	2.50	41.13	72.09	9.00
F.H. Pashen, S.N. Nielsen & Associates		4.33	5.33	6.33	4.00	12.50	3.17	2.50	40.69	78.85	3.00
Gilden Industries, LLC		3.33	5.00	7.33	4.33	7.50	3.21	1.00	39.03	70.73	10.00
ICON Diversified, LLC	HUB	2.00	4.33	7.00	3.33	14.50	4.83	3.00	31.61	70.60	11.00
JonesCo General Contractors LLC		2.00	2.33	3.33	1.67	7.00	1.50	0.00	35.42	53.25	17.00
Mart Inc		3.33	3.33	7.67	2.67	9.00	3.33	1.00	42.98	73.31	7.00
Morales Construction Services Inc	HUB	2.00	6.00	8.33	4.33	14.00	3.33	3.00	35.42	76.41	6.00
Phillips May Corporation	HUB	4.33	4.33	8.00	2.33	14.00	2.92	2.50	39.03	77.44	5.00
Picasso Contractors, LLC	HUB	0.67	3.33	5.33	2.33	17.00	4.92	1.50	31.35	66.43	13.00
Post L Group LLC	HUB	4.00	4.00	6.00	3.67	17.00	1.63	0.50	36.43	73.23	8.00
Real Network Services	HUB	2.33	3.67	4.00	2.33	16.50	2.92	0.50	36.43	68.68	12.00
Reeder General Contractors, Inc		3.33	6.67	9.00	4.67	10.00	5.00	1.50	40.26	80.43	2.00
Restoration Specialist LLC	HUB	2.67	4.00	4.67	2.67	12.25	5.00	1.50	33.26	66.02	15.00
SDB Inc	HUB	5.00	4.67	7.33	2.67	18.25	3.08	2.50	39.84	83.34	1.00
Texas Air Systems, LLC		3.33	1.33	5.33	2.67	3.00	5.00	0.50	45.00	66.16	14.00
Waltz		4.33	5.00	6.33	3.67	8.50	4.83	1.00	12.75	46.41	18.00

**CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOC HAZMAT ABATEMENT SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP 22-087) entitled “JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFCSP Issued	April 25, 2022
Deadline for Submission of Questions	May 4, 2022
Statements of Qualifications Due	May 11, 2022
Selection Notification	June 29, 2022

On May 11, 2022, the District received sixteen Competitive Sealed Proposals (CSPs) from firms in response to the RFCSP. All sixteen CSPs submitted were deemed responsive and compliant with the RFCSP requirements.

- | | |
|--|---------------------------------|
| 1 Priority Environmental Services LLC | HP Ecological Services LLC |
| AADVAL Inc | Intercon Environmental Inc |
| Allen & Company Environmental Services | One Reef |
| AMX Environmental | Pacific Environmental Group LLC |
| ARC Abatement | Picasso Contractors |
| DWW Abatement Services | Pro Response |
| EDRS Inc | RNDI Companies |
| E-Logic Inc | TEAM Enterprise |

The evaluation resulted in the recommendation of twelve firms for Job Order Contracting Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2269.401, staff recommends that the Board approve the firms identified above as qualified providers of JOC HAZMAT Abatement Services based on demonstrated competence and qualifications; and authorize the CIP department to enter into contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021	661-81-6629-A42-XXX-99-000-XXXXXX
	661-81-6629-H42-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$15,000,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

- 1 Priority Environmental Services LLC
- AMX Environmental
- EDRS Inc
- Intercon Environmental Inc*
- AADVAL Inc
- TEAM Enterprise
- E-Logic Inc
- One Reef*
- DWW Abatement Services*
- Pro Response
- HP Ecological Services LLC
- Picasso Contractors*

**Denotes HUB Firm*

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-087

Number of Bid/Proposals Received: 16

HUB Firms: 7

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

JOC HAZMAT Abatement Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP Projects.

INFORMATION SOURCE:

Vicki Burris

ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

**TOPIC: APPROVE NOMINATION FOR TEXAS ASSOCIATION OF SCHOOL
BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION B**

BACKGROUND:

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

The position is currently held by Dr. Jacinto Ramos who will not seek reelection. As this is a large district position, the FWISD trustees' nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services.

Nominations must be received by TASB no later than Thursday, June 30, 2022.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Nomination for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position B
2. Decline to Approve Nomination for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position B
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:

As this is a large district position, the FWISD trustees' nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services.

INFORMATION SOURCE:

Kent Scribner
Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE FORT WORTH INDEPENDENT SCHOOL DISTRICT OF INNOVATION PLAN

BACKGROUND:

House Bill (HB) 1842, passed in the 84th Legislative Session of the Texas Legislature, in part amended Chapter 12A of the Texas Education Code (TEC) to create Districts of Innovation (DOI). The designation allows school districts to be exempt from certain sections of the TEC, providing more flexibility and control locally meeting the needs of students and the communities served. Fort Worth ISD created a District of Innovation Plan in 2017. The plan has expired and a new plan is being proposed.

On September 28, 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, 2021, the Board held a public hearing on considering designation as a DOI and to name the DOI Committee. On November 9, 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.

Staff reviewed various sections of TEC and identified three (3) separate areas for consideration by the DAC. The DAC reviewed the recommendations and approved the posting of the DOI Plan. The Plan has been posted for the required 30 days and feedback has been considered. The completed plan is attached with this board item.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Fort Worth Independent School District of Innovation Plan
2. Decline to Approve 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:

HB 1842 created a path for districts to address their local needs through flexibility from Texas Education Code and Commissioner's Rules that the district sees it can address more effectively. District of Innovation status provides a way to address unfunded mandates with local common sense, as well as work around stringent requirements in a creative, innovative way. It gives traditional school districts most of the flexibility available to Texas' open enrollment charter schools. To access these flexibilities, a school district must establish a process to produce an Innovation Plan, as set forth in TEC. The local school board has the power to approve this plan to meet the needs of the school district. The Texas Education Agency (TEA) only requires notification of the plan adoption. A notification will be sent to the TEA if the plan is approved.

INFORMATION SOURCE:

David Saenz



FORT WORTH ISD MISSION:
PREPARING ^{all} 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 84th 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 ^{all} 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	Middle School Administrator Principal, Leonard MS
Tracy Smith	High School Administrator Assistant Principal, Paschal HS
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
June 28, 2022

TOPIC: **APPROVE 2022 - 2023 BUDGET FOR THE LEADERSHIP
ACADEMY NETWORK / TEXAS WESLEYAN UNIVERSITY
MANAGEMENT TEAM**

BACKGROUND:

Fort Worth Independent School District (FWISD) and Texas Wesleyan University began an innovative partnership in February 2019 to sustain the rising academic achievements of the (6) six leadership academies. Per the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), the District will receive monthly invoices for the approved budget items needed for the LAN to effectively manage the six (6) campuses within the network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team
2. Decline to Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund 199-21-6299-TWU-999-99-416-000000

COST:

\$1,222,117

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School
The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School

RATIONALE:

The approval of this Board item will allow the Leadership Academy Network to: 1) Continue implementing the academic model to sustain the rise in academic performance and 2) Allow the fiscal operations to continue at Texas Wesleyan University. As outlined in the performance contract between Fort Worth ISD and Texas Wesleyan University/Leadership Academy Network (LAN), this budget has also been presented and approved by Texas Wesleyan University Academic Affairs and Student Life Committee, TX Wes/LAN Steering Committee, and the Texas Wesleyan University Board of Trustees.

INFORMATION SOURCE:

David Saenz



**TXWES | FWISD
LEADERSHIP ACADEMY
NETWORK**

TXWES CONTRACT (PROPOSED 22 - 23)

Item	Description	SY 21-22	Proposed 22 -23	22-23 Notes
Personnel	Salaries, fringe, etc. for LAN Staff	\$652,054.26	\$684,656.97	
TXWES Direct Cost	Office Space and Administrative Support	\$111,190	\$122,392	Office space: 10% increase
TXWES Professional Svcs	Dean – Chief of Staff/Gen. Counsel/VP Finance and Admin	\$53,972	\$55,568	Added 3%
Supplies	LAN Office Supplies	\$3,000	\$0	Combined with Materials
LAN Branding	Branding, Marketing, and Promotional Materials	\$10,000	\$10,000	Residency
Contracted Svcs	LAN Special Projects / Contracted Services	\$25,000	\$25,000	Consultant
1882 Support	Technical Assistance – Policy, Legal, Governance	\$30,000	\$30,000	Empower
Prof. Dev. and Travel	Professional Development, Continued Education, and Travel	\$40,000	\$40,000	
Memberships	District Charter Alliance	\$5,000	\$5,000	
Supplies and Materials	Professional Resources, Subscriptions, Books, Office Supplies	\$7,500	\$12,500	Combining with Supplies
Grow Your Own	LAN EDD/M.Ed. Leadership Development	\$141,500	\$185,000	Adding Cohort III
Teacher Residency Operational Costs	Teacher Residency Instruction - Summer Institute - Supplies/Materials - Program Support - Prof. Dev. - Travel - Teacher Resident Director/Consultant	\$52,000	\$52,000	
TEXAS WESLEYAN UNIVERSITY TOTAL		\$1,131,216	\$1,222,117	(7.5% Increase)

**ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022**

TOPIC: **APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES GRANTING EMPLOYEES ADDITIONAL PAID LEAVE DUE TO THE COVID-19 PANDEMIC**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the continuation of a modified version of the Emergency Paid Sick Leave provision of the Families First Coronavirus Response Act (FFCRA) known as District COVID Leave, that provided qualifying employees who were unable to report to work due to COVID-19. This 80-hour bank of leave was available from February 1, 2021, and expired on June 30, 2021.

In August 2021, the Board extended the COVID Leave benefit for the period of August 16, 2021 to December 31, 2021. In December 2021, the Board again extended the COVID Leave benefit for the period of January 2, 2022, to June 30, 2022. COVID Leave is set to expire on June 30, 2022. Since January 2022, over 1700 employees received a financial benefit under this program.

The Center for Disease Control (“CDC”) recognizes that the voluntary wearing of masks and the increased number of employees and students vaccinated can contribute significantly to a reduction in the spread of the virus. The District continues to apply and encourage all recommended safety measures to reduce the spread of the virus. However, given the unpredictability of variants or outbreaks, it is still in the District’s best interest to provide a level of financial stability for employees who, by the nature of their jobs, may be diagnosed with COVID-19.

Accordingly, the proposed resolution provides the Board the opportunity to authorize the continuation of District COVID Leave that would allow for up to forty (40) hours of paid leave to eligible employees unable to work due to their own positive COVID-19 test. This leave would be extended to the 2022-2023 Fall semester (July 1, 2022 – December 31, 2022).

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional details

All District Budgets

Not Applicable

COST:

Estimated Amount - \$3,500,000

During the previous coverage period (January 2, 2022 – June 16, 2022) for which data is available, 1729 employees were approved for COVID Leave absences through April 29, 2022, which were captured on the May 27, 2022 payroll, at a cost of \$3,318,127.62. With the increase of documented vaccinated employees and the vaccine now approved for more students, it is estimated that the cost of expanding COVID Leave into Fall 2022 (July 1, 2022 – December 31, 2022) will be less than this current payout.

VENDER:

Not Applicable

PURCHASING MECHANISM:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS:

All District Schools and Departments

RATIONALE:

By approving this resolution, the Board ensures continuity in our employee population while addressing the safety and well-being of staff, students, and the community.

INFORMATION SOURCE:

Karen Molinar
Carmen Arrieta-Candelaria
Cynthia Rincón

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT GRANTING EMPLOYEES ADDITIONAL PAID
LEAVE DUE TO THE COVID-19 PANDEMIC**

WHEREAS, the Board recognizes that despite the availability of a vaccine, COVID-19 continues to be an uncontained emergency of urgent public necessity; and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and the community are prepared to the fullest extent possible to protect the health and safety of students, staff, and the community in light of COVID-19; and

WHEREAS, the Board is authorized by Texas Education Code Section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary to support the public schools as determined by the Board; and

WHEREAS, the Board acknowledges that during a pandemic, District employees may be unable to report to work if they test positive for COVID-19; and

WHEREAS, the Board determines that eligible employees may suffer a loss of pay if they do not report for work and have exhausted all available state and local leave days; and

WHEREAS, the Board approved the establishment of District COVID Leave granting eligible employees up to eighty (80) hours of paid leave for the period covering February 2021 – June 30, 2021, and the period of August 16, 2021 – December 31, 2021, and again the period of January 2 – June 30, 2022; and

WHEREAS, the Board concludes that continuing District COVID Leave for all regular employees – contractual and noncontractual, salaried and non-salaried – serves the public purpose of protecting students and staff, maintaining morale, and reducing turnover.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes the continuation of District COVID Leave for eligible employees, not to exceed forty (40) hours for full-time employees (pro-rated to the equivalent of five (5) days for those working less than forty (40) hours per week), at 100% of the employee's daily rate for all regular Employees who are unable to report to work due to a positive COVID-19 test. This leave will be granted in accordance with District guidelines and upon the provision of all required documentation by the eligible employee.

The Authority granted by this resolution is provided for the period of July 1, 2022 – December 31, 2022, regardless of any previous COVID Leave taken unless the Board acts to authorize a longer duration. Furthermore, this resolution shall be void and all related benefits shall cease immediately should the United States Congress subsequently extend, revise, or initiate a new FFCRA or similar legislation.

Adopted on this **28th** day of **June 2022** by the Fort Worth ISD Board of Trustees.

By:

Tobi Jackson
School Board President
Fort Worth Independent School District

ATTEST:

Carin Evans
School Board Secretary
Fort Worth Independent School District

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 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 22, 2022, at 1:15 PM.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**