

*Board of Education
Regular Meeting
May 24, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, May 24, 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, May 23, 2022.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
 - A. Seasons of Change
 - B. District Teachers of the Year Finalists and the Two Winners; H-E-B Secondary Lifetime Achievement Award
 - C. National Nurses Week, May 6 - 12, "Bridging Healthcare and Education"
 - D. University Interscholastic League (UIL) State Qualifiers in Track and Field Championships

E. Special Olympics

4. REPORTS/PRESENTATIONS (OTHER)

A. Facility Master Planning Update

B. 2022 - 2023 Budget Development Update

5. PUBLIC COMMENT (S and T)

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

7. CONSENT AGENDA ITEMS (S and P)

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

A. Board of Education Meeting Minutes	7
1. April 26, 2022 - Regular Minutes	9
2. April 28, 2022 - Special Minutes	22
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1. Approve Ratification to Provide School Supplies for Elementary Schools for Students Enrolled for the 2022 - 2023 School Year	25
2. Approve Ratification of Purchase of Mobile Routers	29
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	35
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	38
5. Approve Construction of a New Parking Lot at M.G. Ellis	41
6. Approve Replacement for Playground Structure at Briscoe Elementary School	49
7. Approve Funds for a New Playground at S.S. Dillow Elementary School	54
8. Approve Fuel Supply and Storage Management Services	58

9. Approve Removal and Placement of Heating, Ventilation, and Air Conditioning (HVAC) Cooling Tower	62
10. Approve Literacy Cohort 2 English Language Arts and Reading Kits for Two Additional Campuses	67
11. Approve Additional Costs for Purchase of Data Security Platform	69
12. Approve Purchase of Trash and Recycle Dumpster Services	77
13. Approve Purchase of a Customizable Curriculum for the Art Department	79
14. Approve Qualification of Firms for the Provision of Legal Services	83
15. Approve Contract for Comprehensive Early Learning Strategy Planning	92
16. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year	96
17. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2022 - 2023 School Year	101
18. Approve Renewal of Food Service Management Company Contract for the 2022 - 2023 School Year	105
19. Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp	112
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	121
C. Approve Memorandum of Understanding with Independent Electrical Contractors to Provide a Training Program at Trimble Tech High School	147
D. Approve Memorandum of Understanding to Continue Partnership with the Tarrant To and Through Partnership	154
E. Approve Authorization for Superintendent to Negotiate and Enter a Parking Construction and Lease Agreement for Fire Station #10	179
F. Approve First Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)	181
G. Approve Board Appointments to the District Advisory Committee (DAC)	191
H. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B	193
I. Approve Minutes for the March 3, 2022 and April 14, 2022 Racial Equity Committee Meetings	195

J. Approve Budget Amendment for the Period Ending April 30, 2022	201
K. Approve Quarterly Investment Report for the Period: January 1, 2022 - March 31, 2022	205
L. Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School	222
M. Approve Replacement Elementary Campus Sites for the 2021 Bond Program	225
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	227
O. Approve Closeout Contract with Turner Construction Company for Job #004-201 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	234
P. Approve Closeout Contract with DWW Abatement, Inc. for Job #006-202 Competitive Sealed Proposal ((CSP) #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	237
Q. Approve Authorization to Enter into Contracts for Geotechnical Engineering Services for the 2021 Capital Improvement Program	240
R. Approve Authorization to Enter into Contracts for Surveying Services for the 2021 Capital Improvement Program	244
S. Approve Authorization to Enter into Contracts for Environmental and HAZMAT Consultant Services for the 2021 Capital Improvement Program	248
T. Approve Authorization to Enter into Contracts for Roof Consulting Services for the 2021 Capital Improvement Program	252
U. Approve Authorization to Enter into Contracts for MEP and Commissioning Services for the 2021 Capital Improvement Program	256
V. Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services for the 2021 Capital Improvement Program	260
W. Approve Minutes for the January 24, 2022 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program	264

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

9. EXECUTIVE SESSION (*S and T*)

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

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

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

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*)

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

12. ACTION ITEMS (*S and P*)

A. Item/Items Removed from Consent Agenda

B. Personnel

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

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

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

E. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School 270

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)

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)

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

15. ADJOURN (*OTHER*)

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

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 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 meeting on April 26, 2022.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on April 26, 2022, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 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 April 22, 2022, at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING APRIL 26, 2022

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

Given under my hand on April 22, 2022.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3 (Arrived at 5:40 p.m.)
School Board Secretary Carin "CJ" Evans, District 5
Trustee Jacinto Ramos, Jr., District 1 (Arrived at 6:43 p.m.)
(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 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
Claudia Garibay, Executive Director of External and Emergency Communications

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

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

2. PLEDGES (OTHER)

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

3. RECOGNITIONS (OTHER)

A. Hilltop Securities Inc. Funds Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Trailers

Senior Communications Officer, Barbara Griffith, gave the *Hilltop Securities Inc. Funds Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Trailers* recognition.

B. Trimble Tech Varsity Boys Soccer Team

Claudia Garibay recognized the Trimble Tech Varsity Boys Soccer Team, Principal Ramos, and Coach Williams during this recognition.

President Jackson called for a three (3) minute break at 5:36 p.m.

President Jackson reconvened the meeting at 5:40 p.m.

4. REPORTS/PRESENTATIONS

A. Notice of Compliance with Board Member Training Requirements (OTHER)

President Jackson announced the names of the trustees who completed the required trainings.

B. Texas Propositions 1 and 2 (OTHER)

Chief Financial Officer, Carmen Arrieta-Candelaria, gave the *Texas Proposition 1 and 2* report.

C. Summer School Update (P and A)

Chief of Schools, Jerry Moore, PK-12 Executive Director, Hilda Caballero, and Coordinator of Summer School and Extended Learning, Jeimie Rodriguez, presented the *Summer School Update* presentation.

5. PUBLIC COMMENT (S and T)

Speakers:

Rhonda Lewis

James Stuer

Earnie Moran
Jasmine Macklin-Porales
Alex Checka
Tonya Robertson
Keri Rehmeyer
Jonathan Maxwell
Hollie Plemons
Scott Blanco Davis
Dr. Michael Bell
Mike Cee
Amie Super
Oscar Suttan
Todd Daniel
Emory Wilson

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

The following trustees made comments:

Michael Ryan requested Consent Agenda Item 7.V. *Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program* be moved to Action Items.

Anne Darr and CJ Evans made comments on Consent Agenda 7.B.24. *Approve Feminine Product Dispensers for Secondary Schools.*


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. March 22, 2022 - Regular Minutes
2. March 29, 2022 - Special Minutes
3. April 12, 2022 - Special Minutes

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

1. Ratify Purchase of Restoration Services for the Library at Atwood McDonald Elementary School

 Restoration Services

2. Approve Purchase of Library Furniture for Atwood McDonald Elementary School


- 
3. Approve Purchase of the District's Internal Finance Funds Accounting Software System Internal SchoolCash Online

 Internal Finance Funds

4. Approve Purchase of Licenses for Information Technology Research and Advisory Services

 Advisory Services

5. Approve Purchase of Data Security Platform

 Data Security Platform

6. Approve Purchase of Enterprise Data Backup Solution

 Backup Solution


7. Approve Purchase of Identity Management Solution

 Identity Management Solution


8. Approve Purchase of Teacher and Student Mobile Device Deployment Services

 Mobile Device Deployment Services

9. Approve Purchase of Music Instruments for the Secondary Instrumental Music Programs

 Music Instruments

10. Approve Authorization to Purchase Instructional Materials from the Document-Based Question (DBQ) Project

 Document Based-Questions Project

11. Approve Purchase of Social Studies Materials

 Social Studies Materials

12. Approve Purchase of Math and Science Instructional Materials

 Math and Science Instructional Materials


13. Approve Purchase of Dual Language Summer Reading Materials

 Summer Reading Materials


14. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2022 - 2023 School Year

 Dual Credit Textbooks


15. Approve Purchase of Math Resources for the Leadership Academy Network for the 2022 - 2023 School Year

 Math Resources for LAN

16. Approve Purchase of New Reading/Phonics Program and Professional Development for the Leadership Academy Network

 New Reading Phonics Program


17. Approve Purchase of Professional Development and Support for Technology Mastery

 Professional Development


18. Approve Advancement Via Individual Determination (AVID) Professional Development Training for the 2022 Summer Institute

 AVID


19. Approve Literacy Cohort 1 Professional Development

 Literacy Cohort 1

20. Approve Literacy Cohort 2 Professional Development and Kits

 Literacy Cohort 2


21. Approve Focused Reading Intervention Kit


 Reading Intervention Kit


22. Approve 2022 Advanced Placement Exams


 Advanced Placement Exam Fees


23. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2022


 New Instructional Materials


24. Approve Feminine Product Dispensers for Secondary Schools
 Feminine Product Dispensers


25. Approve Disaster Recovery and Network Cloud Backup Software
 Network Cloud Backup Software


26. Approve Renewal of Microsoft Enrollment for Education Solutions Program
 Enrollment for Education Solutions


27. Approve Renewal of Information Technology Advisory Services for the 2022 - 2023 School Year
 Technology Advisory Services

28. Approve Funds Transfer Agreement with Child Care Associates for Child Care Services for the 2022 - 2023 School Year
 Child Care Associates

29. Approve Instructional Agreement with Tarrant County College District Dual Credit Program
 Instructional Agreement with TCCD


30. Approve Contract for the Texas Education Agency (TEA) Grant Manager Position
 Grant Manager

- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Pathways in Technology Early College High School (P-TECH) Academy at Success High School and Stemuli
 Stemuli


- D. Approve Memorandum of Understanding Between Fort Worth Independent School District, Pathways in Technology Early College High School (P-TECH) Academy at Eastern Hills High School and Baxter Clewis Consulting, LLC
 Baxter Clewis Consulting

- E. Approve Memorandum of Understanding Between Fort Worth Independent School District Pathways in Technology Early College High Schools Academies at Young

Men's Leadership Academy and I.M. Terrell Academy for STEM and VPA and Texas Instruments

 Texas Instruments

- F. Approve Clinical Affiliation Agreement with Tarrant County Hospital District D/B/A John Peter Smith (JPS) Health Network

 JPS Health Network

- G. Approve Application for Expedited and General State Waiver for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)

 CEHI


- H. Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification

 TEKS Certification

- I. Approve Qualified Underwriters for District Financings

 Qualified Underwriters

- J. Approve Additional Costs for Session Initiation Protocol (SIP) Trunking and Long-Distance Services

 Session Initiation Protocol

- K. Approve Additional Fees for Wide Area Network Services for the 2021 - 2022 School Year

 Wide Area Network Services

- L. Approve Budget Amendment for the Period Ended March 31, 2022

 Budget Amendment


- M. Approve Lone Star Governance Quarterly Report Progress Tracker

 Quarterly Board Progress Tracker


- N. Approve Minutes from the December 2, 2021 and February 10, 2022 Racial Equity Committee Meetings

 Racial Equity Committee Minutes


- O. Approve Minutes from the March 1, 2022 Board Policy Committee Meeting

 Board Policy Committee Meeting Minutes


- P. Approve Proposed Board of Education Meeting Dates for the 2022 - 2023 School Year

 Meeting Dates


- Q. Approve Second Reading-Revisions to Policies EHBC(LOCAL) and EIE(LOCAL)

 Board Policies


- R. Approve Closeout Contract with Imperial Construction, Inc., for Job #014-212 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract - Imperial Construction


- S. Approve Closeout Contract with Mid State Energy, LLC for Job #014-243 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract - Mid State Energy

- T. Approve Authorization to Enter into Contracts for Construction Materials Testing Services for the 2021 Capital Improvement Program

 Construction Materials Testing

- U. Approve Authorization to Enter Contracts for Insurance Administration Services for the 2021 Capital Improvement Program

 Insurance Administration Services

- V. Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program

 COC Membership

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

The meeting was recessed at 7:09 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

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 8:38 p.m.

11. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Jacinto Ramos, Jr., seconded by Anne Darr, to approve Consent Agenda with the EXECEPTION of Consent Agenda Item 7.V. *Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program* which was move to Action Items.

The motion was unanimously approved.

12. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

1. Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program

Michael Ryan made the motion to increase the number of people on the COC by three (3) by adding the mayor, or designee, of the City of Fort Worth, City of Benbrook, and City of Forest Hill.

Motion was made by Michael Ryan. The motion did not receive a second motion and was lost.

1. Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program

CJ Evans made the motion to nominate the individuals listed on the Citizens' Oversight Committee agenda item.

Motion was made by CJ Evans, seconded by Jacinto Ramos, Jr., to approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program.

The motion was approved.

Luebanos, and Roxanne Martinez.

No: Michael Ryan.

B. Personnel

No action was take on this item.

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. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code

Chief of Risk, Ethics, and Compliance Management, Cynthia Rincón, read the motion, the Administration recommends to the Board to Terminate the Chapter 21 Probationary Contracts of the Following Employees at the End of the Contract Period, in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code: Crystal Brown, Darla Dunlap, Laura Keim, Jonathan Maxwell, and Lakeisha Sasser.

Motion was made by Tobi Jackson, seconded by Jacinto Ramos, Jr., to approve the Administration recommends to the Board to Terminate the Chapter 21 Probationary Contracts of the Following Employees at the End of the Contract Period, in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code..

The motion was unanimously approved.

E. Approve Nonrenewal of the Term Contract of Alice Turner Jackson, Who Did Not Request a Hearing Regarding the Proposed Nonrenewal of her Term Contract by the Deadline, Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

F. 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.

G. Approve Texas Education Agency (TEA) Waiver Request for "Missed School Day" Due to an Electrical Fire at South Hills Elementary School

 Missed Instructional Day

Motion was made by Anne Darr, seconded by Tobi Jackson, to approve Texas Education Agency (TEA) Waiver Request for "Missed School Day" Due to an Electrical Fire at South Hills Elementary School.

The motion was unanimously approved.

H. Approve Second Reading-Revisions to Board Policy BDAA(LOCAL)

 Board Policy

Motion was made by Jacinto Ramos, Jr., seconded by Tobi Jackson, to approve Second Reading-Revisions to Board Policy BDAA(LOCAL).

The motion failed.

Yes: Jacinto Ramos, Jr., Quinton Phillips, CJ Evans, and Roxanne Martinez.

No: Tobi Jackson, Anne Darr, Michael Ryan, and Anael Luebanos.

I. 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)

No action was taken on this item.

J. Consider the Complaint Hearing of Hollie Plemons (Convene in Closed Session, if Necessary)

1. 10 Minutes - Presentation by ²⁰Complainant 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)

No action was taken on this item.

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

The following trustees made comments:

CJ Evans

Jacinto Ramos, Jr.

Anne Darr

Roxanne Martinez

15. ADJOURN (OTHER)

The meeting was adjourned at 8:48 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a special meeting on April 28, 2022.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on April 28, 2022, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 6:00 p.m. at the Fort Worth Independent School District Professional Development Center, 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on April 25, 2022,
at 2:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING APRIL 28, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 25, 2022, at the Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on April 25, 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 Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following administrators were present:

Karen Molinar, Deputy Superintendent
Cynthia Rincon, Chief of Risk, Ethics, and Compliance Management
Barbara Griffith, Senior Communications Officer
Claudia Garibay, Executive Director of External and Emergency Communications

1. 6:00 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER).

President Jackson called the special meeting to order at 6:03 p.m.

2. PUBLIC COMMENT (S AND T)

Speakers:

John Holdridge
Blanco-Davis

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

The special meeting was reconvened at 6:12 p.m.

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

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

1. Superintendent Search Firm

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

The special meeting was reconvened at 10:16 p.m.

6. ADJOURN (OTHER)

The meeting was adjourned at 10:16 p.m.

/s/ Christian Alvarado
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE RATIFICATION TO PROVIDE SCHOOL SUPPLIES FOR
ELEMENTARY SCHOOLS FOR STUDENTS ENROLLED FOR THE
2022 - 2023 SCHOOL YEAR**

BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2020, and included Elementary and Secondary School Emergency Relief (ESSER) III Funds for K-12 schools. ESSER III funds will provide school districts with emergency funds to address the impact of the COVID-19 pandemic on schools. The District engaged in meaningful consultation with stakeholders and after providing the public with opportunities to provide input, the District has developed a plan that includes providing all items from the 2022 - 2023 Elementary School Supply List to all elementary students enrolled in FWISD schools. This will assure that every child, regardless of income level, will have immediate access to the tools needed for instruction on the first day of school. It is expected that this initiative will reduce the impact of returning to school and promote student enrollment and participation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification to Provide School Supplies for Elementary Schools for Students Enrolled for the 2022 - 2023 School Year
2. Decline to Approve Ratification to Provide School Supplies for Elementary Schools for Students Enrolled for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue 282-11-6399-05Y-XXX-24-950-000000-22F32

COST:

Not-to-Exceed - \$2,600,000

VENDOR:

Educational Products, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-132

Number of Bid/Proposals received: 13

HUB Firms: 2

Compliant Bids: 11

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. 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/DEPARTMENTS:

A.M. Pate Elementary	Alice Carlson Elementary	Alice D. Contreras Elementary
Atwood McDonald Elementary	Benbrook Elementary	Bill J. Elliott Elementary
Bonnie Brae Elementary	Boulevard Heights Elementary	Bruce Shulkey Elementary
Burton Hill Elementary	Carroll Peak Elementary	Carter Park Elementary
Cesar Chavez Elementary	Charles E. Nash Elementary	Christene C. Moss Elementary

Clifford Davis Elementary	The Leadership Academy at Como Elementary	D. McRae Elementary
Daggett Montessori	Daggett Elementary	David K. Sellars Elementary
De Zavala Elementary	Diamond-Hill Elementary	Dolores Huerta Elementary
East Handley Elementary	Eastern Hills Elementary	Edward J. Briscoe Elementary
George C. Clarke Elementary	Glen Park Elementary	Greenbriar Elementary
H.V. Helbing Elementary	Harlean Beal Elementary	Hazel Harvey Peace Elementary
Hubbard Heights Elementary	J.T. Stevens Elementary	The Leadership Academy at John T. White ES
Lily B. Clayton Elementary	Lowery Road Elementary	Luella Merrett Elementary
M.G. Ellis Elementary	M.H. Moore Elementary	Manuel Jara Elementary
Mary Louise Phillips Elementary	The Leadership Academy at Maude I. Logan Elementary	Maudrie M. Walton Elementary
Meadowbrook Elementary	Milton L. Kirkpatrick Elementary	The Leadership Academy at Mitchell Blvd Elementary
Morningside Elementary	Natha Howell Elementary	North Hi Mount Elementary
Oakhurst Elementary	Oaklawn Elementary	Overton Park Elementary
Richard J. Wilson Elementary	Ridglea Hills Elementary	Riverside Applied Learning Center (ALC)
Rosemont Elementary	Rufino Mendoza Elementary	S.S. Dillow Elementary

Sagamore Hill Elementary	Sam Rosen Elementary	Seminary Hills Park Elementary
South Hi Mount Elementary	South Hills Elementary	Springdale Elementary
Sunrise-McMillian Elementary	T.A. Sims Elementary	Tanglewood Elementary
Van Zandt-Guinn Elementary	Versia L. Williams Elementary	W.J. Turner Elementary
W.M. Green Elementary	Washington Heights Elementary	Waverly Park Elementary
West Handley Elementary	Westcliff Elementary	Westcreek Elementary
Western Hills Elementary	Western Hills Primary	Westpark Elementary
Woodway Elementary	Worth Heights Elementary	

RATIONALE:

Purchasing school supplies for all elementary students before the first day of school, August 15, 2022, will reduce the impact of returning to school and promote the increase in student enrollment and participation.

INFORMATION SOURCE:

Jerry Moore
 Marcey Sorensen

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE RATIFICATION OF PURCHASE OF MOBILE ROUTERS

BACKGROUND:

A ratification is necessary for purchase of equipment and services that were needed to support internet connectivity needs for standardized state testing. The current network equipment at elementary campuses is not adequate to support Measures of Academic Progress Skills (MAPS) and the State of Texas Assessments of Academic Readiness (STARR) online assessments along with other digital programs. This purchase will allow mobile temporary routers at elementary campuses to support testing needs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of Mobile Routers
2. Decline to Approve Ratification of Purchase of Mobile Routers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Purchase of Mobile Routers

FUNDING SOURCE: *Additional Details*

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

COST:

\$414,038

VENDOR:

GTS Technology Solutions

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-CPO-4751. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

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

Purchasing Support Documents Needed:

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

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

Elementary Schools

RATIONALE:

The network connectivity routers were urgently needed to provide network access during student testing.

INFORMATION SOURCE:

Marlon Shears



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0084373
Date: 5/6/2022
Delivery Date:
Expire Date: 6/5/2022
Customer ID: TXFWISD21000
Sales Contact: Jacob Jiongo

QUOTE FOR:	SHIP TO:
Fort Worth Independent School District	Fort Worth Independent School District

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	BFA4-0300C18B-GN: NC Enterprise Branch Essential=Advanced Package w/ E300-C18B, 4yr, NA	DIR-CPO-4751	80.00	EACH	\$2,121.30	\$169,704.00
2	BFA4-30005GB-GN: NetCloud Enterprise Branch Essentials + Advanced Package w/ E3000-5GB NA 4yr	DIR-CPO-4751	100.00	EACH	\$2,443.34	\$244,334.00

	Total Weight (EACH):	0	Sales Total:	\$414,038.00
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>			Tax Total:	\$0.00
			Total (USD):	\$414,038.00

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

Contract Number

DIR-CPO-4751

Contract Term Date: **03/14/23** ⓘ

Contract Expiration Date: **03/14/26** ⓘ

Vendor Information

GTS Technology Solutions, Inc.

Vendor ID: **1742339797900**

HUB Type: **Woman Owned Female**



RFO: **DIR-CPO-TMP-443**

Contract Status: **Active**

VENDOR CONTACT:

[Sue Hawk](#) ↗

Phone: (512) 681-6246

Fax: (512) 452-0691

[Vendor Website](#) ↗

DIR CONTACT:

[Tequila Jackson](#) ↗

Phone: (512) 463-3374

Contract Overview

GTS Technology Solutions, Inc. offers law enforcement, surveillance, security and monitoring products and related services. Products include but are limited to: access control systems, antennas, remote monitoring and communication hardware, video storage systems, security detection systems, batteries, power sources, and more. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are available on this contract.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

MORE INFORMATION

[Vendor Website](#) ↗

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

Products & Services

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

- Disaster Recovery Services
- Emergency Preparedness Hardware and Related Services
- Emergency Preparedness Software and Related Services
- Emergency Preparedness Software and Related Services
- Law Enforcement
- Law Enforcement

- Law Enforcement
- Software
- Law Enforcement Body Cameras
- Surveillance, Security and Monitoring

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Texas Department of
Information Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: 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

BACKGROUND:

On December 14, 2021, the Board of Education (BOE) approved the Superintendent, or Designee, to enter into a contract with a Construction Manager At Risk (CMAR) for pre-construction services for the renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas. The contract for pre-construction services was awarded to Reeder/Summit JV. Thereafter, on March 22, 2022, the BOE approved the Superintendent, or Designee, to enter into a Contract with Reeder/Summit JV to perform interior demolition and abatement services at the facility (GMP#1).

Reeder/Summit JV has now been working with the District and its Architect to negotiate the terms of the renovation and build back of the interior of the facility and exterior façade renovation. Administration is seeking approval of the BOE to enter into a contract with Reeder/Summit JV with a Guaranteed Maximum Price (GMP) for Package No. 2—Renovation/Build Back Services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

Real Estate Sale Proceeds Fund	652-81-6629-OCB-999-99-405-000000
General Fund	199-81-6629-OCB-999-99-405-000000

COST:

Real Estate Sale Proceeds Fund.....	\$30,147,428
General Fund.....	\$7,906,374

VENDOR:

Reeder/Summit JV

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-059
Number of Bid/Proposals received: 8
HUB Firms: 5 Joint Ventures with HUB firms
Compliant Bids: 8

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

Deputy Superintendent	Chief Financial Officer
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RATIONALE:

The facility on Camp Bowie has the capacity to relocate and house the staff currently located at 100 N. University. It would be in the District’s best interest and the recommendation of Administration to renovate this facility in order for it to become the District’s new Central Administration Building. On December 14, 2021, The BOE authorized the Superintendent, or Designee, to enter into a contract for pre-construction services, which was awarded to Reeder/Summit JV. Thereafter, on March 22, 2022, the BOE approved the Superintendent, or Designee, to enter into a Contract with Reeder/Summit JV to perform demolition and abatement services at the facility (GMP#1). The final step in the process is to award a Contract (GMP#2) to the District’s approved contractor, Reeder/Summit JV, to renovate and build back the interior of the facility, together with performing exterior renovations, for a GMP not to exceed the amount stated above.

INFORMATION SOURCE:

Karen Molinar
Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: 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

BACKGROUND:

On December 14, 2021, the Board of Education (BOE) approved the Superintendent, or Designee, to enter into a contract with a Construction Manager At Risk (CMAR) for pre-construction services for the renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas. Since that time Reeder/Summit JV, the CMAR contractor approved by the Board, has also been working within the interior of the facility performing demolition and other services under a contract approved by the BOE on March 22, 2022 (GMP#1). Once a contract is approved to proceed with the renovation/build back of the facility (GMP#2), the majority, if not all, of the Heating, Ventilation, and Air Conditioning (HVAC) equipment and systems within the facility will be replaced.

As a result, the Test and Balancing of this new HVAC equipment and systems is required. This process evaluates temperature and environmental control systems to ensure they are heating and/or cooling according to design specifications and at the equipment's best level of efficiency. HVAC Commissioning is an ordered process meant to verify that the installation of these newly installed HVAC systems meets the designer's intent and specifications. This also includes turning on all equipment to verify that the systems start up according to the manufacturer's specifications.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Real Estate Sale Proceeds Fund 652-81-6629-OCB-999-99-405-000000

COST:

Test and Balancing Services.....\$93,505
Commissioning Services.....\$64,375

VENDORS:

Air Balancing Company, Inc.	Test and Balancing Services
Campos Engineering	Commissioning Services

PURCHASING MECHANISM:

Bid/RFP/RFQ

Air Balancing Company Inc.
RFQ Bid Number: 18-039
Number of Bid/Proposals received: 2
HUB Firms: 2
Compliant Bids: 2

Campos Engineering
RFQ Bid Number: 19-133
Number of Bid/Proposals received: 9
HUB Firms: 9
Compliant Bids: 9

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:

Deputy Superintendent	Chief Financial Officer
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RATIONALE:

The remodel and build back of the District’s facility located at 7060 Camp Bowie Boulevard under GMP#2, will include the replacement of the majority, if not all, of the HVAC equipment and systems. In order to ensure this installation is performed correctly and in accordance with the designer’s intent and the manufacturer’s specifications, the test and balancing and the commissioning of this equipment and systems are required and is in the District’s best interest to perform.

INFORMATION SOURCE:

Karen Molinar
Carmen Arrieta-Candelaria

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE CONSTRUCTION OF A NEW PARKING LOT AT M.G. ELLIS

BACKGROUND:

Fort Worth ISD will construct a new concrete parking lot consisting of 27,000 square feet, adding 70 parking spaces at the M.G. Ellis Building. Since the building was formerly an elementary school, additional parking is required to support the departmental staff that have relocated to this site.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Construction of a New Parking Lot at M.G. Ellis
2. Decline to Approve Construction of a New Parking Lot at M.G. Ellis
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-81-6619-001-999-99-501-000000

COST:

\$166,335

VENDOR:

Action Construction Asphalt & Concrete

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 210205. 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 Operations	M.G. Ellis Building
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RATIONALE:

This parking lot will serve the approximately 120 office and support staff at the M.G. Ellis Building. It will also support after-hours community events.

INFORMATION SOURCE:

Joseph Coburn



ASPHALT & CONCRETE

PROPOSAL NUMBER

001367-1

JOB NAME AND ADDRESS

**M.G. Ellis Elementary
215 NE 14 St, Ft Worth, TX, 76164**

CLIENT

**FORT WORTH INDEPENDENT
SCHOOL DISTRICT
100 N University Dr , Fort Worth, TX
Dennis Brown**

CONTACT

**(501) 802-2332
dennis.brown@fwisd.org**

PROJECT PROPOSAL

4/29/2022

ADDRESS

P.O. BOX 773
CRANDALL, TX

TELEPHONE

(817) 944-9327 direct

EMAIL

SALESPERSON: TILLMAN@ASPHALTDALLASTX.COM

PROPOSAL

DEAR **DENNIS BROWN**,

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A PROPOSAL.

PLEASE REVIEW THE PROPOSAL AND FEEL FREE TO CALL WITH ANY QUESTIONS.

PER YOUR REQUEST, WE PROPOSE TO SUPPLY THE FOLLOWING:

- LABOR
- MATERIALS
- EQUIPMENT

EXCLUSIONS:

- TESTING
- TOWING
- PERMITS
- 3RD PARTY INSPECTIONS
- STAKE OUT
- REMOVAL OR RELOCATION OF UTILITIES
- ANY OTHER ITEMS AS LISTED ON THE TERMS AND CONDITIONS PAGE.



PROPOSAL

CONSTRUCTION OF NEW CONCRETE PARKING LOT APPROX 27,000 S.F. AND 840 L.F. CURB 6" CONCRETE DRIVE WITH 4" PARKING

- EXCAVATE NECESSARY SOIL , AND RELATED DEBRIS FROM JOB SITE.
- GRADE AND COMPACT SUB GRADE.
- FORM AS NEEDED
- PLACE #3 RE-BAR ON 18" INCH CENTERS BOTH WAYS
- INSTALL 6" 3500 PSI CONCRETE
- MACHINE OR HAND TROWEL WITH A BROOM FINISH.

1 YEAR WARRANTY

PROPOSAL IS GOOD TILL 7/1/22

Price: \$165,135.00

STRIPE NEW LAYOUT

RE-STRIPE TO MATCH EXISTING PAVEMENT MARKINGS USING SHERWIN WILLIAMS PROMAR SOLVENT BORNE ACRYLIC TRAFFIC PAINT. APPLY AT A RATE OF 320 LINEAR FT. PER GALLON

Price: \$1,200.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED

\$166,335.00



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Action Construction proposes to furnish material and labor to perform the work outlined herein for the sum of:

One Hundred and Sixty Six Thousand, Three Hundred and Thirty Five Dollars and Cents (\$166,335.00)

Payment will be made within thirty (30) days of a valid invoice in accordance with the Texas Prompt Payment Act.

This proposal is valid for thirty (30) days from the date written above.

The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

Purchaser is subject to the Texas Public Information Act

Please visit our website www.asphaltdallastx.com to view photos of our quality work.

Sincerely,

Action Construction

Tillman Gilley

Sales Manager, Office: (817) 944-9327

tillman@asphaltdallastx.com

Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **Action Construction** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____

TERMS & CONDITIONS

- These Terms and Conditions are by and between Action Construction (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractor's responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchaser's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment.
- To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser unless previously marked by independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

ELECTRIC POWER DISASTER RELIEF SIGN UP ALL CONTRACTS ALL VENDORS

Search

HOME CONTRACTS MEMBERSHIP VENDORS EDGAR & FEDERAL COMPLIANCE COVID ABOUT US

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

Notice:

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

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



Print

VENDOR **McColm Paving Action Construction**

8797 Highview Dr Crandall TX,75114

WEBSITE

SERVICE/PRODUCTS Asphalt and Concrete New construction and Repairwork for Schools,
DESCRIPTION Universities, Residential and Commercial Properties

CONTRACT: **210205 Trades, Labor, and Materials (JOC)**

End Date: Apr-30-2023 EDGAR COMPLIANCE: [View Doc.](#)



**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE REPLACEMENT OF PLAYGROUND STRUCTURE AT BRISCOE ELEMENTARY SCHOOL

BACKGROUND:

The playground structure at Briscoe Elementary School was destroyed due to arson by (2) two unidentified juveniles on Sunday, March 13, 2022. An accelerant was used and melted the majority of the structure, the canopy shade cover, as well as the top layers of wood fibers on the ground surface. An insurance claim has been filed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of Playground Structure at Briscoe Elementary School
2. Decline to Approve Replacement of Playground Structure at Briscoe Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement of Playground Structure at Briscoe Elementary School

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-001-209-99-501-000000

COST:

\$66,927.23

VENDOR:

Playground Solutions of TX, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 592-19. 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:

Briscoe Elementary School	Operations Department
---------------------------	-----------------------

RATIONALE:

Replacing the playground at Briscoe due to an arson fire is in the best interest of the students.

INFORMATION SOURCE:

Joseph Coburn

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Fort Worth ISD
 100 N University Drive
 Fort Worth, TX 76107

Ship To

Walk in the Park Construction
 Briscoe Elementary

Estimate # 210760
Date 4/4/2022
Exp Date 6/30/2022

Terms
 Net 30

Job Number
 210760

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PSOL220007	CUSTOM 2-5 PLAY STRUCTURE	1	38,900.90	38,900.90
Discounts Gi...	Discounts Given	-1	3,890.00	-3,890.00
SHIPPING	SHIPPING	1	2,993.21	2,993.21
INSTALLATI...	INSTALLATION OF PLAY STRUCTURE	1	11,672.44	11,672.44
FIBER	ENGINEER WOOD FIBER	60	23.33	1,399.80
GEOFABRIC	GEOFABRIC	1,200	0.20	240.00
TIMBERS	4' TIMBERS	10	33.33	333.30
Discounts Gi...	Discounts Given	-1	197.31	-197.31
SHIPPING	SHIPPING	1	1,106.38	1,106.38
INSTALLATI...	INSTALLATION OF SAFETY SURFACING SYSTEM	1	1,192.38	1,192.38
REPLACEM...	REPLACEMENT FABRIC AND CABLE 32X42 FOREST GREEN	1	9,342.00	9,342.00
Discounts Gi...	Discounts Given	-1	934.20	-934.20
SHIPPING	SHIPPING	1	1,899.43	1,899.43
INSTALLATI...	INSTALLATION OF CABLE AND FABRIC	1	2,868.90	2,868.90

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal

Sales Tax (8.25%)

TOTAL

Playground Solutions of Texas, Inc
 PO Box 92458
 Southlake, TX 76092
 469-375-4590
 info@pstxi.com
 http://pstxi.com



Estimate

Name / Address

Fort Worth ISD
 100 N University Drive
 Fort Worth, TX 76107

Ship To

Walk in the Park Construction
 Briscoe Elementary

Estimate # 210760
Date 4/4/2022
Exp Date 6/30/2022

Terms
 Net 30

Job Number
 210760

Product	Description	Qty	Rate	Amount
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: _____

ACCEPTED DATE: _____

Subtotal \$66,927.23
Sales Tax (8.25%) \$0.00
TOTAL \$66,927.23



Vendor Contract Information Summary

Vendor Name Playground Solutions of Texas, Inc.
Contact Claudia Wolosz
Phone Number 469-516-9379
Email claudia@pstxi.com
Website www.pstxi.com
Federal ID 83-0845409
Accepts RFQs Yes
Address Line 1 PO Box 92458
Vendor City SOutlake
Vendor Zip 76092
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms Net 30 Days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned Yes
Certificate Number 180845409100
Certifying Agency State of Texas / Texas Comptroller of Public Accounts
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE Yes
Regions Served All Texas Regions
States Served Texas
Contract Name Parks and Recreation Equipment and Field Lighting Products
Contract # 592-19
Effective Date 10/01/2019
Expiration Date 09/30/2022
Quote Reference Number 592-19
Return Policy 25% restocking fee, return within 60 days of ship date

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

**TOPIC: APPROVE FUNDS FOR A NEW PLAYGROUND AT S.S. DILLOW
ELEMENTARY SCHOOL**

BACKGROUND:

Fort Worth Independent School District Leadership selected S.S. Dillow Elementary School as one of three (3) elementary schools to receive a new playground in 2022. The selection was based on the condition of the existing playground, high poverty, enrollment, school performance tier and low reading scores.

The playground is a collaboration between the District and KABOOM! the national nonprofit organization that works to increase access for inspiring places to play. The Memorandum of Understanding with Kaboom! was approved by the Board of Education on December 14, 2021.

The other two (2) playgrounds were entirely funded through a donation to Kaboom! from Challenge of Tarrant County. They have also provided partial funding to help make the playground at S.S. Dillow Elementary School a reality. The rest of the funding for this project that will pay for the actual structure is being provided by The Rainwater Foundation Grant, whose Board approved \$150,000 in 2021-2022 carryover funds. Fort Worth ISD is in receipt of these funds. The playground will be completed in July 2022 to meet the grant deadline.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Funds for a New Playground at S.S. Dillow Elementary School
2. Decline to Approve Funds for a New Playground at S.S. Dillow Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue 498-11-6639-OPG-123-24-347-000000-22354

COST:

\$150,000

VENDOR:

Whirlix Design Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, White Settlement Independent School District RFP 178-001-2022-1. 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:

S.S. Dillow Elementary	District Operations	Grants Department
------------------------	---------------------	-------------------

RATIONALE:

A new playground at S.S. Dillow Elementary School will enhance the leisure and learning environment for students.

INFORMATION SOURCE:

Joseph Coburn
Jerry Moore



Date: April 25th, 2022
Project: KABOOM – Dillow Elementary School
Location: Fort Worth, Texas

To: Fort Worth ISD

Series: *Landscape Structures Equipment*
Surface: *Engineered Wood Fiber / PIP*
Quantity/Sizes: *See Renders Generated by Landscape Structures*

Play Equipment by Landscape Structures: \$91,850.00
Installation Management / Hole Digging by Open Space: \$8,000.00
Garden / Outdoor Learning Design, Volunteer Planning, and Materials: \$10,000.00
EWF, PIP, and Border Timbers: \$18,150.00
KABOOM Project Management: \$22,000.00
Total Proposal Pricing: \$150,000.00

Base Bid Includes:

- Play Equipment Per Renders Provided By Landscape Structures
- Installation Supervision
- Hole Digging
- Outdoor Learning Design
- Engineered Wood Fiber / PIP Surfacing
- Border Timbers
- Freight
- KABOOM Project Management
- Volunteer Planning / Management

Base Bid Excludes:

- Sales Tax
- Use of Credit Cards as Payment
- Demolition of Existing Structure
- Excavation and Removal of Soil
- Drainage
- Certified Payroll / Progress Billing
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Latrine

Terms: Payment Due Upon Completion of Installation.

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

Whirlix Design Inc.
1761 International Parkway, Suite 125
Richardson, TX 75081

Whirlix
Always in Motion



Prepared by Jason Edmundson · Whirlix Design Inc · jedmundson@whirlix.com · 972-658-7518

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: 2/20/22

Signature: [Handwritten Signature]

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: **APPROVE FUEL SUPPLY AND STORAGE MANAGEMENT SERVICES AGREEMENT**

BACKGROUND:

The District uses a fuel supply and storage management service to support its white and yellow fleet, and its equipment. The management service provides fuel supply products and performs fuel card (gas card) services. The management service also provides other fuel services through two (2) subcontractors. One subcontractor provides diesel fuel storage tanks, fuel dispensing equipment, related piping, fuel control terminals (card readers), automatic tank gauging equipment and electrical wiring of the system that is already installed and currently in use at Clark and Westside bus lots. The second subcontractor provides the same services, but only with propane, and only at the Northside bus lot.

All of the above services are billed through the fuel supply and storage management company; thereby, providing seamless fuel services to the District. The agreement is for two (2) years, from June 1, 2022, through May 31, 2024, and will not-exceed \$3,000,000 per year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fuel Supply and Storage Management Services Agreement
2. Decline to Approve Fuel Supply and Storage Management Services Agreement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Fuel Supply and Storage Management Services Agreement

FUNDING SOURCE:

Additional Details

General Fund	199-51-6311-001-999-99-453-000000.....	\$2,900,000
Special Revenue	429-51-6311-001-999-24-145-000000-22271.....	\$500
	220-51-6311-001-214-24-602-000000-22F02.....	\$500

COST:

Not-to-Exceed - \$3,000,000 per Year

VENDOR:

FleetCor Technologies, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Region 4 ESC - Omina Partners Contract Number R211101. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

All District Departments that utilize District vehicles

RATIONALE:

Fuel supply and storage management services are required in order for the District to operate white and yellow fleet, as well as equipment that uses fuel.

INFORMATION SOURCE:

Joseph Coburn



MENU

REGISTER



FLEETCOR

Fuel Card Services & Related Products

Click to expand menu ▾
Overview
Contract Documentation
Products and Services
Fuelman
Comdata

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and



available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Fuel Card Services and Related Products

Region 4 ESC - TX

Contract Number: R211101

January 1, 2022 through December 31, 2024

Option to renew for two (2) additional one-year periods through December 31, 2026

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Evaluation Documents

Solicitation Process

- Original RFP Document
 - RFP Addendum 1
 - RFP Questions and Answers
 - Proof of Publication
 - RFP Request List
 - Historically Underutilized Business Outreach
-



**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE REMOVAL AND PLACEMENT OF HEATING,
VENTILATION, AND AIR CONDITIONING (HVAC) COOLING TOWER**

BACKGROUND:

The Heating, Ventilation, and Air Conditioning (HVAC) cooling tower at Eastern Hills High School needs to be replaced. There is a 52-week lead time to procure a new one. As a time saving measure, the cooling tower at the District location of 7600 Camp Bowie, 76116, is in good condition and is no longer needed due to a system change. The tower will be removed from the Camp Bowie site, relocated, and installed at Eastern Hills High School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Removal and Placement of Heating, Ventilation, and Air Conditioning (HVAC) Cooling Tower
2. Decline to Approve Removal and Placement of Heating, Ventilation, and Air Conditioning (HVAC) Cooling Tower
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-001-006-99-501-000000

COST:

\$74,600

VENDOR:

McMillan James Equipment Company

PURCHASING MECHANISM:

Interlocal Agreement

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

7060 Camp Bowie, Fort Worth, TX 76116	Eastern Hills High School
District Operations Department	

RATIONALE:

Removal and re-installment of an HVAC cooling tower is a time efficient remedy for our students and staff at Eastern Hills High School.

INFORMATION SOURCE:

Joseph Coburn



McMillan James Equipment Company
 1010 Mustang Dr
 Grapevine, TX 76051
 (972) 849-1551

To: Steve Mcpherson

Project: FWISD Eastern Hills CT Swap – Phase 2

Location: Fort Worth, TX

Bid Date: 4/25/2022 Quote Expires: 6/25/2022 Tips #: 200201

Cooling Tower Swap:

Phase (2):

Furnish crane, trucking, rigging and street closure to remove old cooling tower and set new tower on roof.
 Make the necessary piping modifications to install new tower.
 Heat trace and insulate make-up water line.
 Electrician will handle wiring the motor, basin heater and vibration switches
 Install driveshaft with new inserts and align gear and motor

Notes:

- All work figured on straight time, Monday through Friday
- We will need 110v electrical power and water source provided by customer at cooling tower location
- Customer to provide free parking and restroom facilities for our employees
- Price does not include jobsite specific drug test, background checks, badges, special training or COVID requirements
- We are confined space entry trained only. Price does not include hole watch, air monitoring or rescue team.

Price (not including taxes).....\$74,600

Thank you for considering MJEC for the above referenced project. This proposal is valid for 30 days.

Regards,

Isaac Sherrod

(972) 849-1551

isaacs@mjec.com

McMillan James Equipment Company



Printed 25 April 2022

www.mjec.com



McMillan James Equipment Company LP

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	1044 Texan Trail	NAME Charlie Martin
CITY	Grapevine	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	76051	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

TX

Overview

McMillan James Equipment Company is a HVAC Sales and Service company. We represent 35+ lines of equipment in the state of Texas. Products we represent include Carrier, Aircuity, Desert Aire, Paddock, Phoenix Controls, Samsung, Strobic Air Technologies, Addison, AuraGreen, Circul-Aire, Petra, FlaktGroup Semco, Acutherm, Armstrong, ClimateCraft, Eaton, FG, Fresh-Aire UV, Friedrich, PlasmaAir, Precision Air, The Whalen Company, Aquanomix, Cougar Controls, Elbi, Flow-Tech, Envirosep, Greensleeves, Grundfos, LaaRs, Lakos, Marley, Mueller and Victaulic.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
22010601	Comprehensive HVAC	03/31/2025	See EDGAR Certification Doc.
200201	Trades, Labor and Materials (JOC)	04/30/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200201

Jeff Langlitz	Principal	(817) 912-0800	jeffl@mjec.com
Shannon Farris	Inside Sales	(817) 912-0800	shannonf@mjec.com

22010601

Jeff Langlitz	Principal	(817) 912-0800	jeffl@mjec.com
Shannon Farris	Inside Sales	(817) 912-0800	shannonf@mjec.com

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: **APPROVE LITERACY COHORT 2 ENGLISH LANGUAGE ARTS AND READING KITS FOR TWO ADDITIONAL CAMPUSES**

BACKGROUND:

The Board approved Literacy Cohort 2 kits on April 26, 2022. Since then, the District is adding two (2) additional campuses for the 2022 - 2023 school year: Benbrook Elementary and Westpark Elementary. The English Language Arts and Reading Kits (ELAR) will equip stakeholders with tools they need for a successful program implementation, focus heavily on updating day to day processes, activities, and protocols to ensure a coherent approach to literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Literacy Cohort 2 English Language Arts and Reading Kits for Two Additional Campuses
2. Decline to Approve Literacy Cohort 2 English Language Arts and Reading Kits for Two Additional Campuses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue 282-11-6329-015-XXX-24-950-000155-22F32

COST:

\$239,063.47

VENDOR:

Amplify

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-121

Number of Bid/Proposals received: 10

HUB Firms: 2

Compliant Bids: 10

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

Benbrook Elementary	Westpark Elementary
---------------------	---------------------

RATIONALE:

The ELAR kit package is designed to support teachers, schools, students and district leaders. It draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services.

INFORMATION SOURCE:

Marcey Sorensen

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE ADDITIONAL COSTS FOR PURCHASE OF DATA SECURITY PLATFORM

BACKGROUND:

On April 26, 2022, the Board approved the purchase amount of \$245,940.49. Because the term period is for three (3) years, the total not-to-exceed amount of \$737,821.47 needs to be approved. This is an additional amount of \$491,880.98. The previously approved contract term is April 2022 through April 2023 using Elementary and Secondary School Emergency Relief Fund (ESSER) funds. Fort Worth ISD (FWISD) has a large data footprint that encompasses the organizational data needed to support classroom instruction, business applications, and other information management needs. Unfortunately, this data is often a target of insider threats and external ransomware attacks, leading to data exfiltration. The proposed data security platform will provide FWISD with enhanced visibility and information security protection for data on the District’s network and in associated cloud environments. The initial contract for this data security platform, pending approval, will be for three (3) years, from April 2022 through April 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Costs for Purchase of Data Security Platform
2. Decline to Approve Additional Costs for Approve Purchase of Data Security Platform
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Costs for Purchase of Data Security Platform

FUNDING SOURCE: *Additional Details*

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

COST:

\$491,880.98 Additional, Not-to-Exceed - \$737,821.47
**(General Fund will cover April 2023 through April 2025)*

VENDOR:

Critical Start

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 Texas Department of Information Resources (DIR) Contract DIR-TSO-4321. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

This platform will protect Active Directory, network shares, and Microsoft 365 from cybersecurity threats.

INFORMATION SOURCE:

Marlon Shears



Fort Worth ISD - Varonis - 3 YR Term Paid Upfront - DIR-TSO-4321

Quote #Q-26092

Prepared For:

Fort Worth ISD

Marlon Shears
100 N. University
Fort Worth, TX 76107

P: (817) 871-2926

E: marlon.shears@fwisd.org

Account Manager:

Critical Start

Justin Bacon
6100 Tennyson Pkwy #200
Plano, TX 75024

P: (469) 909-7686

E: justin.bacon@cyberonsecurity.com

Prepared By:

Critical Start

Michael Turner
6100 Tennyson Pkwy #200
Plano, TX 75024

P: (817) 773-3069

E: michael.turner@cyberonsecurity.com

Payment Terms:

Net 30 Days

Date:

5/5/2022

Expires:

6/30/2022

Year 1

Line	SKU	Description	Qty	MSRP	Unit Price	Amount
1	DADS-600 1-8000OS	6500 DatAdvantage for Directory Services On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
2	DAW-101- 250OS	Varonis 201 DatAdvantage for Windows Onprem subscription for 12 Months	101	\$186.66	\$19.73	\$1,992.73
3	DLS-600 1-8000OS	Varonis 6500 DatAlert Suite On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
4	DCF-101-250OS	Varonis 201 Data Classification Framework for Windows and SharePoint On-prem subscription for 12 Months	101	\$134.37	\$14.20	\$1,434.20
5	365-600 1-8000OS	Varonis 6500 365 - On-Prem subscription license of: DatAdvantage for SharePoint Online & OneDrive; DatAdvantage for Azure AD; Data Classification Engine for SharePoint Online & OneDrive for 12 Months	6,500	\$215.70	\$22.80	\$148,200.00
6	CL-1-5OS	Varonis 5 Collector On-prem subscription for 12 Months	2	\$11,986.38	\$1,266.78	\$2,533.56
Year 1 SUBTOTAL:						\$245,940.49

Year 2

Line	SKU	Description	Qty	MSRP	Unit Price	Amount
7	DADS-600 1-8000OS	6500 DatAdvantage for Directory Services On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
8	DAW-101- 250OS	Varonis 201 DatAdvantage for Windows Onprem subscription for 12 Months	101	\$186.66	\$19.73	\$1,992.73
9	DLS-600 1-8000OS	Varonis 6500 DatAlert Suite On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
10	DCF-101-250OS	Varonis 201 Data Classification Framework for Windows and SharePoint On-prem subscription for 12 Months	101	\$134.37	\$14.20	\$1,434.20
11	365-600 1-8000OS	Varonis 6500 365 - On-Prem subscription license of: DatAdvantage for SharePoint Online & OneDrive; DatAdvantage for Azure AD; Data Classification Engine for SharePoint Online & OneDrive for 12 Months	6,500	\$215.70	\$22.80	\$148,200.00
12	CL-1-5OS	Varonis 5 Collector On-prem subscription for 12 Months	2	\$11,986.38	\$1,266.78	\$2,533.56
Year 2 SUBTOTAL:						\$245,940.49

Year 3						
Line	SKU	Description	Qty	MSRP	Unit Price	Amount
13	DADS-600 1-8000OS	6500 DatAdvantage for Directory Services On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
14	DAW-101- 250OS	Varonis 201 DatAdvantage for Windows Onprem subscription for 12 Months	101	\$186.66	\$19.73	\$1,992.73
15	DLS-600 1-8000OS	Varonis 6500 DatAlert Suite On-Prem subscription for 12 Months	6,500	\$66.78	\$7.06	\$45,890.00
16	DCF-101-250OS	Varonis 201 Data Classification Framework for Windows and SharePoint On-prem subscription for 12 Months	101	\$134.37	\$14.20	\$1,434.20
17	365-600 1-8000OS	Varonis 6500 365 - On-Prem subscription license of: DatAdvantage for SharePoint Online & OneDrive; DatAdvantage for Azure AD; Data Classification Engine for SharePoint Online & OneDrive for 12 Months	6,500	\$215.70	\$22.80	\$148,200.00
18	CL-1-5OS	Varonis 5 Collector On-prem subscription for 12 Months	2	\$11,986.38	\$1,266.78	\$2,533.56
Year 3 SUBTOTAL:						\$245,940.49
GRAND TOTAL						\$737,821.47



Terms & Conditions

This quotation is issued pursuant to that certain Texas Department of Information Resources contract number DIR-TSO-4321. In the event of a conflict between contract DIR-TSO-4321 and the terms and conditions stated herein, contract DIR-TSO-4321 shall govern.

This quotation is made effective by Customer issuing a valid purchase order for the Products / Professional Services / Maintenance / Subscription Services referencing this Quotation ("Purchase Order"). Critical Start's acceptance of a Purchase Order referencing this Quotation forms a legally binding agreement and Customer shall be obligated to pay the amounts noted therein to Critical Start.

Critical Start shall invoice the Customer immediately upon receipt of a valid Purchase Order referencing this Quotation from Customer.

All prices are in U.S. Dollars unless otherwise noted. The pricing set forth in this Quotation may not include sales and use taxes, which will be included, if applicable, on the invoice. If not charged for sales and use tax, the Customer is responsible for sales and use tax reporting.

Payment terms are in accordance with the Texas Prompt Payment Act.

Unless delivery is electronic, all products are shipped to Customer FOB Origin. Critical Start will prepay all freight and insurance charges and add these to the total amount stated above which charges Customer agrees to pay in compliance with the terms of this Quotation. Critical Start may elect to use a third-party fulfillment partner to fulfill orders for products under this Quotation (including the original manufacturer where Critical Start is acting as a reseller).

Please send your Purchase Order to your Critical Start representative via electronic mail or at the address indicated on the front page of the Quotation.

Manufacturer's warranty applies for all third-party products purchased. Critical Start does not give or imply that it gives any warranty on any product(s) it distributes or resells. Critical Start will provide commercially reasonable assistance to customers needing warranty assistance in dealings with the manufacturer(s) of the product(s) Critical Start distributes or resells.

Requests to return product(s) must be received within 30 days of receipt of the product(s) and must be preapproved by Critical Start, subject to the manufacturer's return policy. All product(s) approved for return must: (i) be in new, unopened condition and complete, including but not limited to all packaging materials, instructions, and accessories; (ii) has no permanent software keys issued; (iii) returned to Critical Start with an RMA number issued by Critical Start; and (iv) include the number of the Critical Start invoice wherein the product was purchased. Returns for credit are subject to a 20% restocking fee.

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Texas, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Tarrant County, Texas, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

Acceptance

Critical Start

Fort Worth ISD

Justin Bacon

Signature / Name

5/5/2022

Date

Signature / Name

Initials

Date

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

Contract Number

DIR-TSO-4321

Contract Term Date: **07/01/23** ⓘ

Contract Expiration Date: **07/01/25** ⓘ

Vendor Information

[Critical Start, Inc.](#)

Vendor ID: **1263824084100**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

VENDOR CONTACT:

[Tera Davis](#) ↗

Phone: (214) 810-6760

Fax: (214) 919-4050

[Vendor Website](#) ↗

DIR CONTACT:

[Mario Gutierrez](#) ↗

Phone: (512) 463-8989

Contract Overview

Critical Start, Inc. offers software solutions that covers cyber security, identity access management, privileged access management, log collection, log management, network security, endpoint, email protection, sign-on and much more. Critical Start delivers managed security, incident response, and product fulfillment services. Brand provided under this contract are Armis, AttackIQ, Aviatrix, Beyond Trust, BBCY, BidID, Centrify, Contrast, CrowdStrike, CS MDR, CyberArk, Elastic, Endgame, Extrahop, Graylog, Mimecast, Netskope, Obsidian, Preempt Security, Recorded Future, Remediant, Sectigo, SentinelOne, Signal Sciences, Spirion and Splunk. In addition, Critical Start offers installation, configuration, maintenance and support to include a variety of Technical services. Critical Start, LLC may be used by state and Local government, public education, other public entities in Texas, as well as public entities outside the state. DIR has exercised the automatic renewal option for this Contract. This renewal extends the Contract through 7/1/2023.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

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[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

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

- Software
- Software as a Service
- Technical Services

MORE INFORMATION

[Vendor Website](#) ↗

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

Getting Started

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

1

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

2

[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

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**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE PURCHASE OF TRASH AND RECYCLE DUMPSTER SERVICES

BACKGROUND:

The District issued a Request for Proposal (RFP 22-125-1) for Trash and Recycle Dumpster Services. The best value for the District would utilize the services of Waste Management of Texas, Inc, Fort Worth, TX.

Selection of the vendor was based on:

1. The purchase price was the most reasonable among the bidders.
2. The vendor's reputation is good. Waste Management has been and is a recognized business.
3. The quality of the vendor's service is good as established.
4. The vendor specializes in this type of work and can meet the needs of the District.
5. The vendor's past relationship with the District has been good.

The period of performance is from July 1, 2022, through June 30, 2027, with the option to extend for five (5) additional years in one (1) year increments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Trash and Recycle Dumpster Services
2. Decline to Approve Purchase of Trash and Recycle Dumpster Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Trash and Recycle Dumpster Services

FUNDING SOURCE: *Additional Details*

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

COST:

Not-to-Exceed Yearly Cost - \$828,000

VENDOR:

Waste Management of Texas, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-125

Number of Bid/Proposals received: 5

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. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

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

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

All District Facilities	District Operations
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RATIONALE:

Trash and recycle dumpster services are critical to the operation of District schools and facilities.

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE PURCHASE OF A CUSTOMIZABLE CURRICULUM FOR
THE ART DEPARTMENT**

BACKGROUND:

Consistent with Board policy, a quote was requested to purchase a FLEX Curriculum for the Art Department. This is a customizable curriculum platform with on-demand access to standards aligned lesson plans, and instructional resources exclusively for Art education. The one (1) year purchase includes product training and implementation support. Materials will be reusable year after year with subsequent purchases of FLEX Curriculum or until 2027.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Customizable Curriculum for the Art Department
2. Decline to Approve Purchase of a Customizable Curriculum for the Art Department
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Customizable Curriculum for the Art Department

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-017-XXX-11-131-000000

COST:

\$94,162

VENDOR:

The Art of Education

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-015-C

Number of Bid/Proposals received: 14

HUB Firms: 2

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:

All-levels of Art at every campus

RATIONALE:

The burden on our teachers to serve as curriculum writers for 34 Visual Arts Courses is overwhelming in addition to the minimum payroll cost of \$126,174. Teachers will have access to thousands of curriculum materials, including lessons, videos, resources, and assessments that can be customized for their classes and units. Accessible from any device to download, print, screen share, or upload to their Canvas classroom site.

INFORMATION SOURCE:

Marcey Sorensen

Fort Worth ISD - FLEX Curriculum

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

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

Reference: 20220504-163310183
Quote created: May 4, 2022
Quote expires: June 30, 2022
Quote created by: Cindy Tolliver
School Success Manager
cindyolliver@theartofeducation.edu
+1 (641) 351-7148

Comments from Cindy Tolliver

License Term: June 1, 2022 - May 31, 2023

Products & Services

Item & Description	Quantity	Unit Price	Total
FLEX Curriculum One Year Term FLEX Curriculum Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	178	\$529.00	\$94,162.00 for 1 year

Subtotals

One-time subtotal \$94,162.00

Total \$94,162.00

Purchase Terms

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

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

Signature


Signature

5/6/22
Date

Tiffany M. Frohm
Printed name

Questions? Contact me



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

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

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: **APPROVE QUALIFICATION OF FIRMS FOR THE PROVISION OF LEGAL SERVICES**

BACKGROUND:

The District seeks to enter into service contract(s) with highly qualified legal firms to provide legal services on an as-needed basis from the date of award through May 24, 2023 with annual renewals not to exceed four (4) additional consecutive years. Actual selection and award of a contract will be based on: (1) hourly rates; (2) reputation of the firm in school law and the legal community in general; (3) quality of legal services; (4) the extent to which the legal services meet the District's specific needs; (5) the firm's past relationship with the District; (6) impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; and (7) total long-term cost to the District to acquire the firm's legal services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Qualification of Firms for the Provision of Legal Services
2. Decline to Approve Qualification of Firms for the Provision of Legal Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Qualification of Firms for the Provision of Legal Services

FUNDING SOURCE:

Additional Details

General Fund

199-41-6211-001-750-99-298-000000

COST:

\$1,200,000

VENDORS:

Abernathy, Roeder, Boyd & Hullett Bracewell LLP Brackett & Ellis, PC Cantey Hanger LLP Clark Hill Escamilla & Poneck, LLP Fanning, Harper, Martinson, Brandt & Kutchin, PC Greenberg Traurig Jones Walker LLP Karczewski, Bradshaw, Spaulding, LLP Kelly, Hart & Hallman, LLP Leasor Crass, PC Leon Alcala PLLC Norton, Rose, Fulbright US LLP	McCall, Parkhurst & Horton LLP O’Hanlon, Demerath & Castillo Orrick, Herrington & Sutcliffe, LLP Ray & Wood Rogers, Morris & Grover. LLP Salas Law Thompson & Horton, LLP Underwood Law Firm, PC Watson, Caraway, Midkiff & Lunningham, LLP Walsh, Gallegos, Trevino, Russo & Kyle, PC West & Associates, LLP
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PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics:

Bid Number: 22-126

Number of Bid/Proposal Received: 29

HUB Firms: 4

Compliant Bids: 25

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

Purchasing Support Documents Needed:

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

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

Office of Legal Services

RATIONALE:

Legal firms are needed to provide legal services on an as-needed basis for legal matters related to: business and commercial Law, bond counsel, construction law, elections, employment law, e-rate, facility use/naming rights, general litigation, hearing officers, immigration law, intellectual property, investigations, personnel administration and benefits, policy, public information requests, public-private partnerships, real estate, small claims litigation; special counsel to the Board; special education/section 504, trainings, wills and estates, zoning, planning, and land use, and other legal services that may be required.

INFORMATION SOURCE:

Karen Molinar
Cynthia Rincón

Practice Area	Business and Commercial Law	Bond Counsel	Construction Law	Elections	Employment Law	E-Rate Counsel
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	X	X
Bracewell LLP		X				
Brackett & Ellis, PC	X		X		X	X
Cantey Hanger LLP	X		X		X	
Clark Hill			X		X	
Escamilla & Poneck, LLP		X	X	X	X	
Fanning Harper Martinson Brandt & Kutchin, PC					X	
Greenberg Traurig	X	X	X	X	X	
Jones Walker LLP		X	X	X	X	
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X	X	X	X
Kelly Hart & Hallman LLP		X		X		
Leasor Crass PC	X		X	X	X	X
Leon Alcala, PLLC	X		X	X	X	
McCall, Parkhurst & Horton L.L.P.		X				
Norton Rose Fulbright US LLP		X				
O'Hanlon Demerath & Castillo	X		X	X	X	
Orrick, Herrington & Sutcliffe LLP	X	X			X	
Ray & Wood						
Rogers, Morris & Grover, L.L.P.	X		X	X	X	X
Salas Law						
Thompson & Horton LLP	X		X	X	X	
Underwood Law Firm (Underwood Law Firm, P.C.)	X		X	X	X	X
Walsh Gallegos Treviño Russo & Kyle P.C.	X		X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.						
West & Associates, LLP	X	X			X	

Practice Area	Facility Use Naming Rights	General Litigation	Governmental Relations	Hearing Officers	Immigration Law
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC	X	X		X	
Cantey Hanger LLP	X	X			X
Clark Hill					
Escamilla & Poneck, LLP		X	X	X	X
Fanning Harper Martinson Brandt & Kutchin, PC		X			
Greenberg Traurig	X	X	X		X
Jones Walker LLP		X	X		
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X	X	
Kelly Hart & Hallman LLP		X	X		
Leasor Crass PC	X	X	X	X	
Leon Alcala, PLLC		X		X	
McCall, Parkhurst & Horton L.L.P.	X				
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo		X		X	X
Orrick, Herrington & Sutcliffe LLP	X		X		X
Ray & Wood					
Rogers, Morris & Grover, L.L.P.	X	X		X	
Salas Law					X
Thompson & Horton LLP	X	X	X		
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X			X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.					
West & Associates, LLP		X		X	

Practice Area	Insurance Litigation	Intellectual Property	Investigations	Legislative	Oil, Gas, Mineral Natural Resource Law
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	
Bracewell LLP					
Brackett & Ellis, PC	X	X	X		X
Cantey Hanger LLP		X	X		
Clark Hill			X		
Escamilla & Poneck, LLP	X		X	X	
Fanning Harper Martinson Brandt & Kutchin, PC	X		X		
Greenberg Traurig	X	X	X	X	X
Jones Walker LLP		X	X		X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X		
Kelly Hart & Hallman LLP					X
Leasor Crass PC	X	X	X	X	
Leon Alcala, PLLC	X	X	X		
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo	X	X	X		
Orrick, Herrington & Sutcliffe LLP	X	X	X	X	
Ray & Wood					
Rogers, Morris & Grover, L.L.P.		X	X		
Salas Law					
Thompson & Horton LLP	X	X	X	X	
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X	X		
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X		
Watson, Caraway, Midkiff & Luningham, L.L.P.					
West & Associates, LLP			X		

Practice Area	Personnel Administration and Benefits	Policy	Property Tax Protests	Public Information Requests
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X		X
Bracewell LLP				
Brackett & Ellis, PC	X	X	X	X
Cantey Hanger LLP	X			X
Clark Hill	X	X		X
Escamilla & Poneck, LLP	X	X		X
Fanning Harper Martinson Brandt & Kutchin, PC				X
Greenberg Traurig	X			X
Jones Walker LLP		X		X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X		X
Kelly Hart & Hallman LLP				X
Leasor Crass PC	X	X		X
Leon Alcala, PLLC	X	X		X
McCall, Parkhurst & Horton L.L.P.				
Norton Rose Fulbright US LLP				
O'Hanlon Demerath & Castillo	X	X		X
Orrick, Herrington & Sutcliffe LLP		X		
Ray & Wood				
Rogers, Morris & Grover, L.L.P.	X	X		X
Salas Law				
Thompson & Horton LLP	X	X		X
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X		X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X
Watson, Caraway, Midkiff & Lunningham, L.L.P.				
West & Associates, LLP	X	X		

Practice Area	Public-Private Relationships	Real Estate	Small Claims Litigation	Special Counsel to the Board	Special Education Section 504
Abernathy Roeder Boyd & Hullett (Abernathy)		X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC		X	X	X	X
Cantey Hanger LLP		X		X	
Clark Hill		X		X	
Escamilla & Poneck, LLP		X		X	X
Fanning Harper Martinson Brandt & Kutchin, PC				X	X
Greenberg Traurig	X	X		X	
Jones Walker LLP	X	X			
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)		X		X	X
Kelly Hart & Hallman LLP		X			
Leasor Crass PC		X	X	X	X
Leon Alcala, PLLC		X	X	X	X
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo		X	X	X	X
Orrick, Herrington & Sutcliffe LLP	X	X			
Ray & Wood					
Rogers, Morris & Grover, L.L.P.		X	X	X	X
Salas Law					
Thompson & Horton LLP	X	X	X	X	X
Underwood Law Firm (Underwood Law Firm, P.C.)		X	X	X	X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.			X		
West & Associates, LLP		X	X	X	

Practice Area	Tax Revenue Recapture	Trainings	Wills and Estates	Workers Compensation	Zoning, Planning and Land Use
Abernathy Roeder Boyd & Hullett (Abernathy)		X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC		X	X	X	X
Cantey Hanger LLP					
Clark Hill		x			
Escamilla & Poneck, LLP		X		X	
Fanning Harper Martinson Brandt & Kutchin, PC		X			
Greenberg Traurig	X	X			
Jones Walker LLP				X	X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)		X			X
Kelly Hart & Hallman LLP					X
Leasor Crass PC		X		X	X
Leon Alcala, PLLC		X			
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo	X	X		X	X
Orrick, Herrington & Sutcliffe LLP		X			
Ray & Wood	X				
Rogers, Morris & Grover, L.L.P.		X			X
Salas Law					
Thompson & Horton LLP		X			X
Underwood Law Firm (Underwood Law Firm, P.C.)		X	X		X
Walsh Gallegos Treviño Russo & Kyle P.C.		X		X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.				X	
West & Associates, LLP		X			

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE CONTRACT FOR COMPREHENSIVE EARLY LEARNING STRATEGY PLANNING

BACKGROUND:

Fort Worth ISD (FWISD) has identified early learning as a priority, with the District establishing 100x25 FWTX for 100% of FWISD 3rd graders to read on grade level or above by 2025. The District seeks to identify strategic efforts required to recover lost ground due to the COVID-19 pandemic, to promote exponential improvement beyond the pre-COVID starting point, and identify additional funding sources and opportunities for increased investment in learning recovery. Developing an early learning strategy can provide implementation support, and help build organizational capabilities to execute the plan and drive impact.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract for Comprehensive Early Learning Strategy Planning
2. Decline to Approve for Comprehensive Early Learning Strategy Planning
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Comprehensive Early Learning Strategy Planning

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-21-6291-074-999-24-950-000155-22F32

COST:

\$3,300,000

VENDOR:

The Boston Consulting Group

PURCHASING MECHANISM:

BID/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-128

Number of Bid/Proposals received: 7

HUB Firms: 2

Compliant Bids: 6

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

Early Learning Department

RATIONALE:

Develop an early learning strategy that includes a multi-year implementation plan to guide ongoing efforts, outline a theory of change and serve as a path to reach the FWISD 100x25 goal. This will help FWISD build a common fact-base to examine early learning outcomes, assets, and gaps. It will also help the District identify and determine its position to expand or improve its early learning offerings.

INFORMATION SOURCE:

Marcey Sorensen

May 6, 2022

Dr. Marcey Sorensen
Chief Academic Officer
Ft. Worth Independent School District
100 N University Drive
Fort Worth, TX 76107

Dr. Sorensen,

Enclosed is our quote for BCG's consulting support related to Fort Worth ISD's Comprehensive Early Learning Strategy and Support for Initiatives and Improved Outcomes.

Over the course of this one-year engagement, our team will:

- Build a common fact base that examines Fort Worth ISD's early learning outcomes, assets, and gaps, and identifies where the district is positioned to expand or improve its early learning offerings. The fact base will include external examples and benchmarks, input from industry experts, cataloguing of past and current efforts, stakeholder input, and/or analysis of internal data, as relevant
- Develop an early learning strategy that guides ongoing efforts, outlines a theory of change, and serves as a path to reach Fort Worth ISD's Early Learning goals
- Support with developing and executing against key initiatives, including creating detailed action plans that are pressure-tested to ensure quality and practicality
- Devise, and iterate on, a tactical multi-year implementation plan that drives impact and focuses on student outcomes as a key pillar of success
- Support with building internal organizational capabilities via on-the-job coaching and mentorship to Fort Worth ISD's team members, transferring institutional knowledge to Fort Worth leaders to ensure work is replicable and scalable, and devising structures and routines for Fort Worth ISD to operate within
- Provide robust program management that incorporates rigor, oversight, process, and discipline to track and monitor progress across multiple initiatives and board-approved goals
- Manage the stakeholder engagement processes to gain input and support for implementation and execution, including creating forums for Fort Worth ISD and key community partners to build trust and work collaboratively towards goals

Please let me know if you have any questions or require any additional information.

Best Regards,



Kelsey Clark
Managing Director and Partner

Quote for Services

May 6, 2022

Project costs for one year of support

Total Professional Fees and Expenses	\$4,200,000
Less: BCG Co-Investment*	(\$900,000)
<hr/> Amount Due by Ft. Worth ISD	<hr/> \$3,300,000

**Given our belief that this effort has significant potential to benefit students from low-income backgrounds, we are applying a BCG social impact co-investment*

Thank you

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE ADDITIONAL COSTS FOR PURCHASE OF DATA SECURITY PLATFORM

BACKGROUND:

On April 26, 2022, the Board approved the purchase amount of \$245,940.49. Because the term period is for three (3) years, the total not-to-exceed amount of \$737,821.47 needs to be approved. This is an additional amount of \$491,880.98. The previously approved contract term is April 2022 through April 2023 using Elementary and Secondary School Emergency Relief Fund (ESSER) funds. Fort Worth ISD (FWISD) has a large data footprint that encompasses the organizational data needed to support classroom instruction, business applications, and other information management needs. Unfortunately, this data is often a target of insider threats and external ransomware attacks, leading to data exfiltration. The proposed data security platform will provide FWISD with enhanced visibility and information security protection for data on the District’s network and in associated cloud environments. The initial contract for this data security platform, pending approval, will be for three (3) years, from April 2022 through April 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Costs for Purchase of Data Security Platform
2. Decline to Approve Additional Costs for Approve Purchase of Data Security Platform
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Costs for Purchase of Data Security Platform

FUNDING SOURCE: *Additional Details*

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

COST:

\$491,880.98 Additional, Not-to-Exceed - \$737,821.47
**(General Fund will cover April 2023 through April 2025)*

VENDOR:

Critical Start

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 Texas Department of Information Resources (DIR) Contract DIR-TSO-4321. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

This platform will protect Active Directory, network shares, and Microsoft 365 from cybersecurity threats.

INFORMATION SOURCE:

Marlon Shears

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
May 24, 2022**

TOPIC: APPROVE SOFTWARE CONTRACT RENEWAL TO SUPPORT THE DATA MANAGEMENT SYSTEM (EASY IEP) FOR STUDENTS WITH DISABILITIES FOR THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:

On April 22, 2014, the Fort Worth ISD Board of Education approved the purchase of a new data management system (Easy IEP), that facilitates legal compliance of student Individualized Education Plans (IEPs) and Full and Individual Evaluations (FIEs) for students served in dyslexia, 504, or Special Education Programs. This Special Education management system also includes additional modules: EDPlan Insight, Dynamic Translation, and EDPlan Connect/Parent Portal. Public Consulting Group, Inc. (PCG) provides the software for the Easy IEP system. The renewal of the contract with PCG will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities. This purchase is from July 1, 2022, through June 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2022 - 2023 School Year
2. Decline to Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2022- 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6249-822-999-99-226-000000

COST:

\$229,500

VENDOR:

Public Consulting Group, Inc. (PCG)

PURCHASING MECHANISM:

Interlocal Agreement

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 Educational Purchasing Cooperative of North Texas – Dallas ISD, Contract BG-205960. 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 for students with Dyslexia, 504, or in Special Education Programs

RATIONALE:

Easy IEP assists administrators and teachers with the reporting requirements of the Individuals with Disabilities in Education Act (IDEA). The renewal of the software contract with PCG will continue the support for the data management system Easy IEP, which will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities.

INFORMATION SOURCE:

Marlon Shears
Marcey Sorensen



Corey Golomb
 100 North University Drive
 Fort Worth, TX 76107

RE: Quote for EasyIEP Special Education Management System (2022 - 2023)
 PCG Client Code: 00000755, Educational Purchasing Cooperative of North Texas (EPCNT)
 Interlocal Agreement through Dallas Independent School District.

Dear Ms. Golomb,

This quote in the amount of \$229,500.00 (Two Hundred Twenty-Nine Thousand, Five-Hundred Dollars and Zero Cents) represents PCG’s fee for EasyIEP™ our Special Education Management System as well as additional modules such as EDPlan Insight, Dynamic Translation, and EDPlan Connect. This quote includes the annual costs for the modules listed in the table below and includes hosting, maintenance, and project management support covering the dates of 7/1/2022 – 6/30/2023.

Service	Dates/Coverage Period	Amount
PCG Solution Offering: EasyIEP, FIE, EasyTrac, 504, ISP, software maintenance, support, project management, vendor-hosted model	7/1/2022 – 6/30/2023	\$99,000.00
PaperClip Component	7/1/2022 – 6/30/2023	\$3,500.00
EasyFax™ Component	7/1/2022 – 6/30/2023	\$15,000.00
Dynamic Translation – ARD Module & FIE Module	7/1/2022 – 6/30/2023	\$28,000.00
Dynamic Translation – Progress Reports	7/1/2022 – 6/30/2023	\$15,000.00
EDPlan Insight	7/1/2022 – 6/30/2023	\$45,000.00
EDPlan Connect / Parent Portal	7/1/2022 – 6/30/2023	\$24,000.00
Total		\$229,500.00

Sincerely,

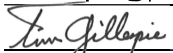
Tim Gillespie,
 Associate Manager

BG-205960
Case Management System

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

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

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

Company Name:	<u>Public Consulting Group</u>	Submitter's Name/Title:	<u>Tim Gillespie, Associate Manager</u>
Address:	<u>816 Congress Ave, Suite 1110</u>	City, State and Zip Code:	<u>Austin, TX 78701</u>
Email Address:	<u>TGillespie@pcgus.com</u>		
Submitter's Signature:	<u> (512) 407-9249</u>	Telephone No.	<u>(725) 777-0641</u>
Fax No.	_____	800 # (if available)	_____
Date:	<u>10/08/2020</u>		

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: **APPROVE RENEWAL OF FOOD SERVICE MANAGEMENT COMPANY CONTRACT FOR THE 2022-2023 SCHOOL YEAR**

BACKGROUND:

The Texas Department of Agriculture (TDA) has approved the District’s proposed renewal of its Food Service Management Company (FSMC) Contract with ARAMARK Educational Services, LLC. for the 2022-2023 school year. The complete contract, signed by all parties, must be on file with TDA by June 30, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Food Service Management Company Contract for the 2022-2023 School Year
2. Decline to Approve Renewal of Food Service Management Company Contract for the 2022-2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Food Services 701-35-6299-001-999-99-540-000000

COST:

To be determined after the Texas Department of Agriculture sets the price of school lunches for the 2022- 2023 school year.

VENDOR:

ARAMARK Educational Services, LLC.

PURCHASING MECHANISM:

RFP 21-063

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:

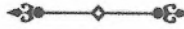
Child Nutrition Services	All Schools
Operations	

RATIONALE:

Approving a TDA approved food service management company to contractually administer the school lunch program for the District’s students will increase food quality and meal participants.

INFORMATION SOURCE:

Joseph Coburn



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

04/28/22

Dr. Kent Scribner, Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

RE: 2022-2023 Renewal Food Service Management Company (FSMC) Contract.
CE (Contracting Entity): Fort Worth Independent School District
FSMC: ARAMARK Educational Services, LLC

Dear Dr. Scribner:

This office has received and reviewed the Contracting Entities proposed renewal of its FSMC contract for the 2022-2023 School Year. The contract renewal submitted on 04/22/22 is approved. A copy of the complete contract, signed by all parties **after** the approval date, must be on file with the Texas Department of Agriculture by June 30, 2022.

Please be advised that contracts, along with supporting documentation, and competitive procurement procedures for contracting for food service management, are subject to review by state and federal agencies. Additionally, federal and state regulations, as well as policies and procedures implementing those regulations, may change, which may require an amendment to a contract that has been approved. It is the responsibility of each school district under contract with a FSMC to ensure compliance with regulations, policies, and procedures.

If you have any questions, please contact the FSMC Senior Contract Specialists, at FSMC@texasagriculture.gov.

Sincerely,

A handwritten signature in black ink that reads "Mitchell Tyra".

Mitchell Tyra
Food & Nutrition Compliance Contract Manager

Fort Worth Independent School District
SFA Name

220-905
County District Number

01020
CE ID

EXHIBIT A
Texas Department of Agriculture
2022-2023 CONTRACT RENEWAL CHECKLIST
School Food Authority (SFA) Renewal of Food Service Management Company (FSMC) Contract

Per 2 CFR 210.19(a)(5), state agencies must annually review contracts (including all supporting documentation) between SFAs and FSMCs to ensure compliance with federal regulations **before execution of the contract by either party**. Ref: FSMC Guidance for State Agencies, pages 28-30.

This checklist must be completed and submitted to TDA for approval with the referenced items attached no later than December 31, 2021, for contract renewals for the 2022-23 School Year.

Please select each box for which information and/or documents have been provided.

1. Cover letter with the SFA's intent to renew its FSMC contract for the 2022-2023 school year.
2. Contract Renewal Agreement. (Please select boxes where applicable.)
- A. Methodologies for Fee Increases
Fee increases, including Allocated Charges, must be linked to the Consumer Price Index ("CPI"). A methodology and calculation must be provided for any fee increase to reflect the percentage of increase in the CPI. Please select each box below that applies.

Cost Reimbursable Renewals

Administrative Fee Increase/Methodology Attached

Current Administrative Fee \$ _____

Proposed Administrative Fee \$ _____

Management Fee Increase/Methodology Attached

Current Management Fee \$ _____

Proposed Management Fee \$ _____

Fixed Meal-Rate Renewals

Fixed Meal-Rate Increase/Methodology Attached

School Breakfast Program

Current Fee \$ 2.15 _____

Proposed Fee \$ 2.26 _____

National School Lunch Program

Current Fee \$ 3.36 _____

Proposed Fee \$ 3.52 _____

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Afterschool Care Program
 Current Fee \$ 0.95
 Proposed Fee \$ 1.00

Other Program(s) Specify A La Carte
 Current Fee \$ 3.45
 Proposed Fee \$ 3.62

Allocated Charge Increase/**Methodology Must Be Attached For Each Allocated Charge Being Increased.**

No Fee Increase

B. Regulatory Changes
 SFA must ensure that any changes in regulatory requirements are addressed by an amendment to the contract. Please select box above if SFA included any regulatory changes in renewal agreement. Such attestations are subject to TDA approval.

C. Contract term
 The term of any contract renewal must coincide with the upcoming school calendar year. Please review SFA's original contract to determine the correct number of renewals permitted after this renewal.

D. Guaranty

Is there a proposed change to the guaranty defined in the original contract? No

If yes, please specify: Original guaranty amount \$ 0.00
 Proposed guaranty amount \$ 0.00

Changes to the Guaranty, such as additions to the terms, are not permitted. Guaranty dollar amount changes may not be material changes, i.e., more than \$50,000.

3. Food Service Budget: A Food Service Budget must be completed in the format provided by this office in the Renewal Packet with all line items addressed. Allocated Charges to the SFA must be addressed separately as individual line items.

- 2021-22 Food Service Budget
 Food Service Budget from the school year ending June 2022
- 2022-23 Food Service Budget
 Projected Food Service Budget for the upcoming school year

4. List of Schools Served - Provide a list of schools served by the FSMC and a list of any schools added or deleted from the original contract and subsequent renewals as indicated in the initial RFP solicitation. Adding sites not identified in the initial RFP as a future site constitute a material change and require a new solicitation.

Fort Worth Independent School District
SFA Name

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5. Certifications - Provide the following signed certifications:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- Exhibit J - Anti-Collusion Affidavit
- Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions

6. Compliance Assessment – Per 2 CFR 210.19(a)(5), TDA may not approve renewals and/or contracts for operations that do not comply with federal regulations. Therefore, please provide the following documentation:

- Annually required monitoring form completed by the district designated oversight representative. If new year not complete, send the most recent. Submission must include corrective action and follow up reviews related to ensure compliance.
- USDA foods reconciliation

Did you have an administrative review by TDA this year? Yes No

If yes, did your district have any findings in areas managed by the FSMC vendor?

Yes No If yes, please explain the finding(s) and how/if resolved?

Did any of the findings result in fiscal action? Yes No If yes, please explain the finding (s) and how/if resolved.

7. District Employee to Contact - Provide the following information for the individual at the SFA responsible for answering questions and correspondence concerning its food service operation:

Name	<u>Dr. Joseph Coburn</u>
Job Title	<u>Chief of District Operations</u>
Telephone Number	<u>(817) 814-2650</u>
Fax Number	<u></u>
Email Address	<u>joseph.coburn@fwisd.org</u>

Fort Worth Independent School District
SFA Name

220-905
County District Number

01020
CE ID

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: _____
(Signature)

(Date)

Joseph Coburn
(Printed name of person signing)

Chief of District Operations
(Position/Title)

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR MOBILE RECREATION SUMMER DAY CAMP AND WAIVE FEES ASSOCIATED WITH OPERATING THE CAMP

BACKGROUND:

The Mobile Recreation Summer Day Camp offered through the City of Fort Worth Parks and Recreation partnered with Fort Worth ISD (FWISD) to provide educational activities and programming free of charge to our students; therefore, it is requested that District costs be waived. The program is a structured summer day camp that serves up to 400 students ages 5-14. The camp is scheduled from June 13 – July 29, 2022, and will be held on the following campuses: E.J. Briscoe Elementary, William James Middle School, Daggett Middle School and Paschal High School. District facilities will only be utilized Monday through Thursday for the duration of the camp. Friday activities will take place at non-District venues.

In accordance with the Interlocal Agreement, FWISD will provide use of the facilities at these four (4) campuses and the natatorium at Wilkerson-Greines Activity Center, as well as bus transportation for swimming lessons (Monday through Thursday only). Since District custodial staff will already be on-site working normal schedules, and in accordance with Board Policy GKD(LOCAL), rental fees for day-time use of facilities may be waived for qualifying organizations. District costs to be waived are estimated at \$82,000, as follows:

<u>Description</u>	<u>Estimated Amount</u>
Campus Utility Fees	\$ 53,000
Facility Supplies	\$ 8,000
Natatorium	\$ 13,000
Transportation	\$ 8,000
Total:	\$ 82,000

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
2. Decline to Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	199-51-6257-XXX-999-99-414-000000.....\$53,000	<i>(Utilities)</i>
	199-51-6399-XXX-999-99-453-000000.....\$8,000	<i>(Facility Supplies)</i>
	199-51-6299-XXX-999-99-451-000000.....\$13,000	<i>(Natatorium)</i>
	199-34-6125-FTS-999-99-434-000000.....\$8,000	<i>(Transportation)</i>

COST:

Waiver of Costs - \$82,000

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

E.J. Briscoe Elementary School	William James Middle School
Daggett Middle School	R.L. Paschal High School
Wilkerson-Greines Activity Center	

RATIONALE:

The Mobile Recreation Summer Day Camp is a summer program benefiting FWISD students and is free to the participants.

INFORMATION SOURCE:

Joseph Coburn

**FIRST AMENDMENT AND FIRST RENEWAL OF
CITY SECRETARY CONTRACT NO. 56004,
AN INTERLOCAL COOPERATION AGREEMENT FOR
MOBILE RECREATION SUMMER DAY CAMP**

This **FIRST AMENDMENT AND FIRST RENEWAL** (“First Amendment and First Renewal”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative. City and FWISD are herein referred to individually as a (“Party”) and collectively as the (“Parties”).

WHEREAS, on May 25, 2021, the City and FWISD entered into an Interlocal Cooperative Agreement to conduct a summer day camp program called Mobile Recreation Summer Day Camp (“Program”) at R.L. Paschal High School, Edward J. Briscoe Elementary School, E.M. Daggett Middle School, William James Middle School, and aquatics facility at Wilkerson-Greines Activity Center, the same being City Secretary Contract (“CSC”) Number 56004 (“Agreement”);

WHEREAS, the Agreement provides an initial term of three months (“Primary Term”) and four (4) additional renewal periods (each a “Renewal Term”);

WHEREAS, the Parties wish to amend the Agreement to provide program information for calendar year 2022;

WHEREAS, the Primary Term has expired and it is the collective desire of the Parties to extend the Agreement through the first renewal term (“First Renewal Term”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the Parties agree to amend and renew and extend as follows:

I.

(1) Section 1 is hereby amended to add subsection 1.1.6 to be and read as follows:

(6) Provide various activities and educational programs for approximately 400 areas children ages 5-14, including, among other things, fitness and athletic programs, fire safety, environmental education, arts and crafts, indoor and outdoor activities, and cultural programs on diversity, as further described in Exhibit A-1, attached hereto and incorporated herein by reference.

(2) Section 2, subsection 2.1 is hereby amended to be and read as follows:

2.1 FWISD agrees to provide all reasonable bus transportation associated with the Program, including weekly trips for seven weeks to and from the four school sites and Wilkerson-Greines Activity Center for swim lessons. FWISD also agrees to fund all electrical, heating, and air conditioning, water and sewer, trash services, and any other utility charges that accrue during the ordinary use of the Program sites. FWISD also agrees to fund all FWISD staffing and employee costs, including any associated pay and benefits. FWISD will work with the Rainwater Foundation to ensure proper funding for the bus transportation. To the extent that the Rainwater Foundation does not provide adequate funding for the bus transportation, the FWISD agrees to fund any and all costs associated therewith.

II.

The Parties hereby agree to renew and extend the Agreement for an additional period, effective May 23, 2022 and expiring on August 31, 2022.

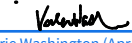
III.

(1) All terms and conditions of the Agreement that are not expressly amended pursuant to this First Amendment and First Renewal shall remain in full force and effect.

(2) All terms in this First Amendment and First Renewal that are capitalized but not defined shall have the same meanings assigned to them in the Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in Tarrant County, Fort Worth, Texas.

<p>CITY OF FORT WORTH:</p> <p>By: <u></u> <small>Valerie Washington (Apr 22, 2022 17:14 CDT)</small></p> <p>Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>Apr 22, 2022</u></p>	<p>FORT WORTH INDEPENDENT SCHOOL DISTRICT:</p> <p>By: _____ Name: Dr. Kent Paredes Scribner Title: Superintendent, Fort Worth ISD</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Tobi Jackson Board President</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By: _____ Alexander Athanason Staff Attorney</p>
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:






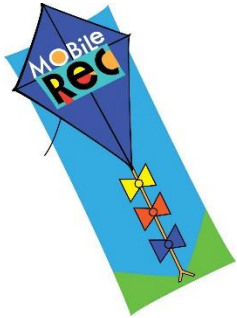
<p>Approval Recommended:</p> <p>By: <u></u> <small>Richard Zavala (Apr 22, 2022 17:12 CDT)</small></p> <p>Name: Richard Zavala Title: Director Park & Recreation Department</p> <p>By: <u></u></p> <p>Name: Kelli Pickard Title: Assistant Director Park & Recreation Department</p> <p>Approved as to Form and Legality:</p> <p>By: <u></u> <small>Nico Arias (Apr 21, 2022 14:30 CDT)</small></p> <p>Name: Nico Arias Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: N/A Form 1295: N/A</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u></p> <p>Name: Sandra Medina Title: Program Coordinator Park & Recreation Department</p> <p>City Secretary:</p> <p>By: <u></u> <small>Jannette S. Goodall (Apr 25, 2022 09:15 CDT)</small></p> <p>Name: Jannette S. Goodall Title: City Secretary</p>
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EXHIBIT A-1



Mobile REC Summer Day Camp 2022

***May 23**

**Flyer Distribution in schools/online
Registration online**

Dates

***June 6-June 10**

Recreation Leader Orientation

***June 3, June 8**

Parent Conference- online/zoom

***June 13 –July 29**

Camp dates

***June 20th**

Juneteenth Holiday – No Camp

***July 4th**

Independence Holiday – No Camp

Locations:

**William James Middle School/Sycamore Park
1101 Nashville, 76105**

**Edward Briscoe Elementary
2751 Yuma Ave, 76104**

**Daggett Middle School/Daggett Park
1108 Carlock, 76110**

**Paschal High School/Forest Park/Tillery Park
3001 Forest Park Blvd, 76110**

**Wilkerson Greines (Swimming Program)
5201 CA Roberson Blvd, 76119**

Hours of Operation

Monday – Friday

9:00 AM – 3:00 PM

Staff will be on site from 8am – 4pm

**Mobile REC is located in up to 6 classroom/portables for 100 campers-
restrooms, water fountains, computer lab for Literacy/Lexia, gym and
cafeteria for lunch**

**Free Summer Lunches and Snacks provided Monday through Friday to children
17 and under.**

Field Trips

**2 buses per site Monday - Thursday for 100 children at each Mobile REC
camp. Two sessions:**

June 15- June 30 10 lessons

July 11- July 28 12 lessons

Activities –

Recreational Sports – Tennis, hockey, football, volleyball, etc

Worth Reading Program w/ Fort Worth Public Library

STEM Science Experiments – Engineering Adventures

Arts and Crafts

Drama- Puppet Theater

Lego Robotics Lab

Snap circuit

Character Development

Biking, Archery, Angler

Swimming

Collaborations

Read Fort Worth

Rainwater Charitable Foundation

City of Fort Worth Library

Fort Worth Nature Center

4-H Texas Agri-Life

First TEE

**Transportation Schedule
Swimming
Monday – Thursday 12:30 pm – 2:30 pm**

Bus Schedule	Monday	Tuesday	Wednesday	Thursday
Departure– 12:00pm Arrival 12:15 – 12:30 Swim	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers
Departure 12:15 pm Arrival 12:30 pm 1:00 Swim	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers
12:45 pm Departure Arrival 1:00 pm 1:30 Swim	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers
1:30 pm Departure Arrival 1:45 pm 2:00 Swim	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 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 (FWISD) and Tarrant County College (TCC) will establish the Pathways in Technology Early College High School (P-TECH) to be operated in accordance with the legislative grant of authority for P-TECH schools in the Texas Education Code. The P-TECH will be housed at Success High School and Tarrant County College District (TCCD) campuses in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under the Texas Administrative Code. In addition to the existing programming at Success High School, the P-TECH program will begin serving students in the 2022 - 2023 school year to increase opportunities for high-wage, high-demand careers. Per the application and P-TECH blueprints, Stemuli, TCC, and FWISD will provide dual credit course work, work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants. The cost for this agenda item will be used to purchase dual credit textbooks.

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: *Additional Details*

General Fund 199-11-6321-0WG-021-38-697-000000

COST:

\$50,000

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:

Office of Innovation	Success High School
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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: Over-age and under-credited students, may be English Language Learners, are likely to experience difficulty in experiencing a smooth transition into post-secondary education, or may have limited financial resources.

INFORMATION SOURCE:

David Saenz

**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

TS

[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 : *[Signature]* 4/28/22
ISD Legal Services Date

Approved as to Form : _____
TCCD Legal Services Date

**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

DS

Dr. Kent P. Scribner Date
Superintendent, Fort Worth Independent School District

[Handwritten mark]

Dr. Elva LeBlanc Date
Acting Chancellor, Tarrant County College District

Approved as to Form: *[Signature]* 4/28/2022
ISD Legal Services Date

Approved as to Form: _____
TCCD Legal Services Date

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD 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:  _____ 4/28/2022
ISD Legal Services Date

Approved as to Form: _____
TCCD Legal Services Date

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 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
May 24, 2022

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH INDEPENDENT ELECTRICAL CONTRACTORS TO PROVIDE A TRAINING PROGRAM AT TRIMBLE TECH HIGH SCHOOL**

BACKGROUND:

This Memorandum of Understanding with Independent Electrical Contracts (IEC) will provide Trimble Tech High School students (TTHS) a training program for advancement into a career field upon graduation. The service provider conducts a four (4) year electrical apprenticeship program which allows students to work full-time while attending electrical training. Upon completion of the four (4) year program, students take the State of Texas exam to become a licensed Electrical Journeyman. There will be no charge to TTHS to conduct this program to TTHS students, except the cost of curriculum.

IEC will provide the following services:

1. Quarterly and periodic tests to TTHS instructors.
2. Electrical Apprentice Certification Level for students who pass the course at TTHS and the IEC final exam.
3. Contractors who will employ the students for on the job training during the school year if needed.
4. Consulting services to TTHS instructors to ensure the program is successful and progressing through the curriculum appropriately.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Curriculum and Service Provider
2. Decline to Approve Memorandum of Understanding with Curriculum and Service Provider
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Curriculum and Service Provider

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-09N-011-22-221-000000

COST:

\$10,000

VENDOR:

Independent Electrical Contractors, Inc. Fort Worth / Tarrant County Chapter

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:

Trimble Tech High School

RATIONALE:

The partnership between Independent Electrical Contractors, Inc. (IEC) and Trimble Tech High School (TTHS) would allow for a training program for advancement into a career field upon graduation. IEC conducts a four (4) year electrical apprenticeship program where upon completion of the four-year program, students take the State of Texas exam to become a licensed Electrical Journeyman.

INFORMATION SOURCE:

David Saenz



**Memorandum of Understanding Between
Independent Electrical Contractors, Inc. Fort Worth/Tarrant County Chapter and
Fort Worth Independent School District**

This Memorandum of Understanding ("MOU") sets forth the terms between the Independent Electrical Contractors, Inc. of Fort Worth/Tarrant County ("IEC") 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 ("FWISD") to provide the IEC Electrical Apprenticeship Certification Level 1 training for Trimble Tech High School (TTHS) students.

I. Background:

TTHS would like to provide a training program for high school students for advancement into a career field upon graduation. IEC conducts a four-year electrical apprenticeship program that allows students to work full time while attending electrical training. Upon completion of the four-year program, students take the State of Texas exam to become a licensed Electrical Journeyman.

II. Purpose:

This MOU will clearly identify the roles and responsibilities of each party as related to training TTHS students in the IEC Electrical Apprenticeship Certification Level 1 program. The above goals will be accomplished by undertaking the activities listed below.

III. Objectives:

The parties shall endeavor to work together to provide training for students in the IEC Electrical Apprenticeship Certification Level 1. **Upon completion of the program, TTHS students who pass IEC's first year final exam can apply for the second year of IEC's four-year apprenticeship program if they meet the minimum qualifications for application to the IEC program listed below.**

IV. Minimum Qualifications for IEC Four Year Program:

1. IEC High School Program

- a. Applicants must be at least 18 years of age and provide proof of their age;
- b. Applicants must provide proof they have completed four (4) years of high school or successfully passed a high school equivalency exam;
- c. Applicants shall be physically capable of performing the essential functions of the IEC apprenticeship program without posing a direct threat to the health and safety of the individual or others;
- d. Applicants must be able to obtain a State of Texas Electrical Apprentice License and provide proof (www.tdlr.texas.gov);
- e. Applicants must have transportation to work and school; and
- f. Male applicants must be registered with Selective Service and prove exemption.

2. IEC Four Year Program:

- a. IEC will provide a General Information Sheet based on the current IEC school year and can be found on the IEC website: www.iecfwtc.org.

V. Sale of IEC Curriculum

The Program Curriculum will be purchased through IEC Fort Worth at TTHS's expense. The IEC electrical apprentice, first-year curriculum, includes:

- a. Curriculum materials for students;
- b. Curriculum materials for the instructor; and
- c. National Electric Code based on the current Code cycle for students and the instructor.

The delivery date for the curriculum will be based on the need of the school.

VI. IEC Responsibilities for the school year:

1. Testing:

- a. IEC will provide quarterly and periodic tests to the TTHS instructor through online CMS, as needed.
- b. To advance to the second year of the IEC apprenticeship program, a TTHS student must successfully pass the TTHS electrical class and pass IEC's first year curriculum final exam provided by IEC.

2. Electrical Apprenticeship Certification Level 1 Completion:

- a. Students participating in the program are projected to obtain a Level 1 Electrical Apprenticeship Certification.
- b. IEC will provide certification of the student's completion of the first year of IEC curriculum and provide an Electrical Apprenticeship Certification Level I certificate.
- c. IEC would enroll students who complete the course and meet the minimum requirements of entrance into the program into the second year of the IEC four-year apprenticeship program.
- d. IEC will advance students the number of hours worked while in high school toward the mandatory 2,000 on-the-job training hours required to complete the first year, based on Texas Department of Licensing and Regulation law and rules.

3. On the Job Training (OJT):

IEC will identify electrical contractor members who may employ part-time students during the school year (if allowed by TTHS). Students would be hired full-time with the contractor upon high school graduation.

4. Consulting Services:

IEC will act as a consultant to work with the TTHS instructor on all areas of conducting the classroom training as needed.

VII. TTHS Responsibilities for the school year:

- a. Provide students for the program;
- b. Provide a classroom teacher that will work with the IEC administrator on progress issues related to students, curriculum, on the job training, etc.;

- c. Provide electrical laboratory parts and components for students to conduct lab training needed based upon IEC curriculum, and the maintain labs for students to use on site at TTHS in the electrical training room.

X. Funding:

There will be no charge to TTHS to conduct this program to TTHS students, except the cost of curriculum and CMS for on-line access.

XI. Duration:

This MOU may be terminated at any time and for any reason by either party and may only be modified by mutual consent of authorized officials from IEC and FWISD. This MOU shall become effective upon signature by the authorized officials from the IEC and FWISD and will remain in effect until **June 1, 2023**. This MOU may be extended by mutual written agreement of both Parties.

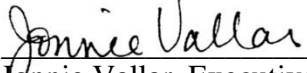
XII. Miscellaneous Terms:


1. Nothing in this MOU shall constitute a partnership or joint venture between the parties nor authorize either party to incur any liability on behalf of the other.
2. Neither IEC nor FWISD shall use the other party's name, trademarks, or other logos, or the names of any individuals involved in the MOU in any publication or public presentation without the prior written consent of such other party.
3. No alteration, cancellation, variation, or addition to this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the parties or their authorized signatories.
4. This document contains the entire agreement between the parties. Neither party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the parties' consent.
5. None of the provisions of this MOU shall be considered waived by any party unless such waiver is given in writing to the other party. The failure of a party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party.
6. The headings appearing in this MOU have been used for reference purposes only and shall not affect the interpretation of this MOU.
7. If any clause or term of this MOU should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this MOU shall be deemed to be severable therefrom and shall continue in full force and effect.
8. Neither party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this MOU without the prior written consent of the other party.
9. By signing below, each party represents that they are authorized to execute this MOU and that each party is bound to all terms of the MOU.
10. This MOU shall only become effective and legally binding on the parties once it has been signed by the parties.
11. No party shall have the right to commit the other party to any contractual, legal, or financial liability unless the said party has received the prior agreement from the other party in writing.

12. The parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between the parties. The parties further understand and agree that nothing herein shall be interpreted as precluding either party from entering into agreements similar to this MOU with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this MOU, the conduct of which is outside and independent of this MOU.
13. Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - a. To FWISD:
Fort Worth Independent School District
Daphne Rickard
Executive Director / Career & Technical Education
1050 Bridgewood Drive
Fort Worth, TX 76112
 - b. With Copies to:
Fort Worth Independent School District Office of Legal Services
Attn: Legal Counsel
100 N. University Dr.
Fort Worth, Texas 76107
 - c. IEC Fort Worth/Tarrant County (IEC)
Jonnie Vallar
Executive Director
5809 East Berry Street
Fort Worth, TX 76119
Telephone: 817-496-8422; Email: jonnie@iecfwtc.org
14. Any dispute arising under this MOU shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
15. The terms of this MOU may be modified only upon a prior written amendment agreement executed by all Parties to this MOU.
16. This MOU constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.
17. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by the either of any immunities from suit or from liability that either party may have by operation of law, state, or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.


XIII. Signature Clause

The Parties have caused this MOU to be executed by their duly authorized representatives. By signing this MOU, Fort Worth ISD and IEC signify that each party understands and will comply with the conditions stated above.

 Date: March 10, 2022
Jonnie Vallar, Executive Director
IEC Fort Worth/Tarrant County (IEC)



Date: _____
Daphne Rickard, Executive Director
Career & Technical Education
Fort Worth Independent School District (FWISD)



Date: _____
Kent P. Scribner, Ph. D.
Superintendent of Schools
Fort Worth Independent School District (FWISD)

Date: _____
Alexander Athanason
Legal Counsel for District
Fort Worth Independent School District (FWISD)

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING TO CONTINUE PARTNERSHIP WITH THE TARRANT TO AND THROUGH PARTNERSHIP**

BACKGROUND:

This Memorandum of Understanding (MOU) will continue the partnership with the Tarrant To and Through (T3) Partnership and Fort Worth ISD. The T3 initiative program was established to ensure that, in partnership with Fort Worth ISD (FWISD) and other community stakeholders, more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today’s workforce. This will happen by supporting and enhancing the current District efforts like national test preparation, college application bootcamps, and Free Application for Federal Student Aid (FAFSA) completion. This partnership is in year two (2) and has proven to support Fort Worth ISDs College and Career readiness efforts.

The partnership between FWISD and T3 will rest on the following principles:

- 1) Build on impactful work already happening in Fort Worth ISD and Tarrant County.
- 2) Align existing community assets to maximize impact.
- 3) Learn from leading, effective practices across the country.
- 4) Focus on student experience.
- 5) Develop a sustainable plan covering the first ten (10) years of initiative.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding to Continue Partnership with the Tarrant To and Through Partnership
2. Decline to Approve Memorandum of Understanding to Continue Partnership with the Tarrant To and Through Partnership
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding to Continue Partnership with Tarrant To and Through Partnership

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Tarrant To and Through (T3)

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:

Carter-Riverside High School	Arlington Heights High School	Benbrook Middle/High School
Diamond Hill-Jarvis High School	Dunbar High School	Eastern Hills High School
I.M. Terrell Academy for STEM and VPA	North Side High School	Paschal High School
Polytechnic High School	South Hills High School	Southwest High School
Texas Academy of Biomedical Sciences	Tarrant County College/South-FWISD Collegiate High School	Trimble Tech High School
Western Hills High School	World Language Institute	O.D. Wyatt High School
Young Men’s Leadership Academy	Young Women’s Leadership Academy	Success High School
International Newcomers Academy	Applied Learning Academy	Daggett Middle School

Daggett Montessori	J.P. Elder Middle School	The Leadership Academy at Forest Oak Middle School
Handley Middle School	J. Martin Jacquet Middle School	William James Middle School
Kirkpatrick Middle School	Leonard Middle School	Jean McClung Middle School
McLean Middle School	Meacham Middle School	Meadowbrook Middle School
Monnig Middle School	Morningside Middle School	Riverside Middle School
Rosemont Middle School	Stripling Middle School	Wedgwood Middle School

RATIONALE:

Preparing for success in college and career is a key goal for the students in FWISD. The continuation of this unique and innovative partnership will enhance the existing district efforts, with a strong community collective impact initiative, to help our school district accomplish the mission of Preparing *ALL* students for success in college, career, and community leadership.

INFORMATION SOURCE:

David Saenz

Master Agreement Between Fort Worth ISD and Tarrant To & Through Partnership

This Master Agreement ("Agreement") is entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted independent school District with its principal place of business at 100 N. University Dr., Fort Worth, TX 76107 ("District") and Tarrant To & Through Partnership, a 501(c)(3) organization with its principal place of business at a location 777 Taylor St., Suite 900, Fort Worth, TX, 76102 ("T3"). District and T3 shall be referred to herein collectively as the "Parties" or individually as "Party."

I. Statement of Purpose

The mission of the District is to prepare all students for success in college, career, and community leadership. The Tarrant To and Through Partnership (T3) works to ensure that more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today's workforce. The partnership between District and T3 will rest on the following principles:

1. Build on impactful work already happening in Tarrant County;
2. Align existing community assets to maximize impact;
3. Learn from leading, effective practices across the country;
4. Focus on student experience; and
5. Develop a sustainable plan covering the first 10 years of the initiative.

T3 and District agree to the following intended outcomes for the Project:

1. Boost the number of District students graduating CCMR per TEA requirements;
2. Boost the number of District successfully earning a post-secondary credential within six (6) years of graduation;
3. Create an effective data platform to better track outcomes and provide support to students and families;
4. Engage the local business community in this effort; and
5. Boost the culture of post-secondary success in both schools and communities/families.

II. Agreements of the Parties

A. Scope of Program:

Both Parties acknowledge and understand that the scope of the program will be determined on an annual basis as the program is rolled out across District and Tarrant County.

All parties understand that all District graduating students who meet the eligibility requirements will be eligible to receive the T3 2-year scholarship at Tarrant County College and a 4-year scholarship to Tarleton State University, Texas Christian University, Texas Wesleyan University, Texas Woman's University, the University of Texas – Arlington, the University of North Texas at Denton, and the University of North Texas at Dallas.

B. T3 agrees to the following terms:

1. Fundraise and provide backbone staff to support the overall effort, which is anticipated to include, but not limited to: Executive Director, Director (1) and Managers (2) of College + Career Success, Director (1), Managers (2), Associate (1) of Postsecondary Pathways, Manager (1) and Associates (2) of Parent and Family Engagement. Director (1) and Analyst (1) of Data/Technology, Director (1) of Community Partnerships, Scholarship Administrator, and Manager of Analytics.

2. Fundraise and coordinate two (2) year scholarships for all District students to attend Tarrant County College. This opportunity will be made available to all District graduates who meet the following eligibility requirements:
 - a. Students must graduate from a District high school and enroll in TCC in the Fall immediately after graduating;
 - b. Students must complete a FAFSA or TAFSA;
 - c. Students must meet the income requirements where their family incoming is below \$120,000; and
 - d. Students must have completed and fulfilled the T3 Pledge form.
3. Fundraise and manage the contract with TCU College Advising Corp. to provide "college and career Advisers" at participating schools in accordance with the District Post-Secondary Plan.
 - a. College and Career Advisers (T3 Advisers) are defined as full-time support staff embedded in schools focused on helping students identify post-secondary options, the steps necessary to pursue those options, and direct assistance to students in taking those steps. Examples include PSAT, SAT/ACT prep work, FAFSA/TAFSA completion, college applications, and job shadow opportunities.
 - b. T3 Advisers will be employed and report to the TCU College Advising Corp. and are not District employees.
 - c. The intent is for these T3 Advisers to supplement existing District staff focused on college and career counseling and create better student ratios to provide more meaningful, frequent, and productive interactions with students, leading to an increased number of students achieving post-secondary success
 - d. For SY22-23, the Advisers will be working with students in grades 10-12 at a student to Adviser ratio of approximately 250:1 at the fourteen high schools listed below. Any additional high schools to be added in the following years will be reviewed and agreed to at the annual MOU renewal.
 - i. Amon Carter – Riverside, Arlington Heights, Benbrook, Diamond Hill – Jarvis, Dunbar, Eastern Hills, North Side, OD Wyatt, Paschal, Polytechnic, South Hills, Southwest, Trimble Tech, Western Hills
 - e. This ratio will be revisited at the annual time of this MOU renewal and amended as agreed to by both Parties.
4. Create and manage the "Student Pledge Campaign." The student pledge campaign will be an effort to encourage students to sign the pledge stating they will create a plan for post-secondary success, complete the FAFSA, graduate high school, and pursue their post-secondary plans. In exchange for this pledge, students will be eligible to receive a 2-Year last dollar scholarship and 4-year scholarship. This opportunity will be available to all District students who graduate at the end of the 2022-2023 school year and who complete the T3 Pledge.
5. Coordinate with District staff and T3 Advisers to support 10-11 graders at fourteen high schools listed above to complete individual Postsecondary Success Plans.
6. Create and manage a community volunteer program for students in accordance with pledge requirements.
7. Fundraise and manage a mentor program to focus on building students' career interests and networks in possible career fields.
8. Fundraise and manage platforms that support credentialed high school students who wish to enter the workforce jobs after graduation.

9. Collaborate with district staff to align T3's Summer Melt program efforts with FWISD's Summer Link.
10. Fundraise and execute a parent engagement and education pilot that supports middle school families in understanding high demand/livable wage careers, FWISD high school options, transitioning to high school and begin planning for student's higher education.
 - a. McClung, Leadership Academy at Forrest Oak, and Leonard Middle Schools are where this effort is to be piloted.
11. Advise and consult where appropriate on district middle school CCMR initiatives.
12. Fundraise and secure data platform to provide useful information to educators, students, and families. This platform is anticipated to provide a tracking system where all parties know exactly where they stand in terms of following their post-secondary success plan, and a messaging platform to communicate directly with students and families.
 - a. Provide technical assistance to District users of the platform.
13. Provide data analytics to understand and act upon program outcomes.

C. DISTRICT agrees to the following terms:

1. Share data according to the attached Data Sharing Agreement - **Exhibit A**.
2. Create and implement a district-wide Post-Secondary plan.
 - a. This plan will articulate how starting in Middle School, students are offered coursework and support services to ensure their post-secondary success including but not limited to:
 - i. Course offerings in high schools including PTECH and Early College High Schools;
 - ii. FAFSA completion plans including family nights;
 - iii. Remediation efforts to ensure students who graduate are TSI ready as defined by TEA; and
 - iv. Metrics and goals used to measure progress.
3. Create and implement a post-secondary success plan for each participating school in partnership with T3 which includes but is not limited to the following:
 - a. A detailed student management plan that defines how each student will be served in terms of college and career counseling and support broken down by grade, student performance, and schedule for the year". The goal of this plan is to ensure that each student has the support needed to create and achieve their individual pathway to post-secondary success.
 - b. An implementation plan for how the T3-funded Advisers will be integrated into the larger school framework in terms of working with existing staff and resources including but not limited to: Go Centers, Counselors, Early College staff, etc.
 - c. This plan will set key metrics and goals for each campus.
 - d. This plan will address the physical space and resources required to support the T3 Advisers.
4. District commits to fully engaging and supporting all T3 supports both by the District administrations and the campus staff.
 - a. District will coordinate quarterly meetings with Chief of Schools and relevant feeder pattern Executive Directors to share progress and T3 Programmatic updates.
 - b. District will coordinate annually with the Superintendent and the Board of Education to share progress and T3 Programmatic updates.

- c. District staff will support T3 efforts to recruit students in taking the Pledge by leveraging District communications department and integrating T3 updates into internal and external events.
- 5. Pursue expanding College, Career, and Military Readiness ("CCMR") courses in grades 6-8, to the extent possible.
- 6. Provide universal PSAT, ACT, SAT, and TSI testing.
- 7. Provide universal remediation math and English courses for students who have not passed TSI.
- 8. Provide mutually agreed upon space for the Advisers at participating schools. This space will be defined in the campus post-secondary success plan and must be adequate to fully support the college and career Advisers at the stipulated ratios. At its discretion, District will provide additional dedicated office space, technology, furniture, fixtures, equipment and supplies to support these positions.
- 9. Grant data access to the TCU College Advising Corps as per the Data Sharing Agreement.
- 10. District shall be responsible for compliance with all requirements and obligations relating to provision of educational services under local, state, or federal law. District will also be responsible for all licensing.
- 11. Funding and Costs:
 - a. District agrees to contribute the cost of \$20,000 per Adviser to be applied to the TCU College Advising Corp. contract held by FWISD for providing 54 college and career Advisers for each high school supported by the T3 efforts. The high schools supported for school year 2022-2023 are as follows:
 - i. Amon Carter – Riverside, Arlington Heights, Benbrook, Diamond Hill – Jarvis, Dunbar, Eastern Hills, North Side, OD Wyatt, Paschal, Polytechnic, South Hills, Southwest, Trimble Tech, Western Hills
 - ii. The total cost to the District for Advisers for Year 1 will not exceed \$1,080,000.
 - b. District agrees to contribute \$2,000 per high school Navigator to be used towards technology including, but not limited to laptop, furniture, and/or supplies.
 - i. The total to the District for Navigator for Year 1 will not exceed \$72,000.
 - c. It is anticipated that this program will significantly boost the number of District students who meet the Texas Education Agency CCMR Bonus Criteria which qualifies the district to receive up to bonus funds under HB 3. District agrees to the following distribution of those funds:
 - i. 75% - Funds will be used to directly supplement and enhance the existing District CCMR and T3 Initiatives in the following manner:
 - 1. May be used for the cost of one Navigator per campus, as indicated in Paragraph II(C)(11)(b), but not to exceed 50% of the total District navigator cost for that school year.
 - 2. Any remaining funds should be directed for new initiatives that supplement the existing District program such as Academic Advisement, Advanced Placement exam preparation, TSIA preparation, National Assessment (ACT, PSAT, SAT) preparation, college awareness initiatives, career awareness initiatives (Vital Link), CTE programming, CCMR parent awareness programs, and other costs related to the T3 related initiatives. Funds must be spent according to the District Post-Secondary Plan and approved by the Chief Innovation Officer.

3. 25% - Other direct or indirect costs related to CCMR programming.
- d. The total cost of the Agreement for the District for the 2022-2023 school year shall not exceed \$1,152,000.00.

III. Management Committee and Advisory Council

A. Purpose/Role

To facilitate communication and collaboration between District and T3 related to the Project and to ensure meeting the collective goals of District and T3, the Parties will create a Management Committee.

B. Composition

The Management Committee will be comprised of three (3) representatives from District and three (3) representatives from T3. The Management Committee will develop a detailed action plan for project activities and will meet monthly to review project progress through the plan. The Management Committee will act as the implementation support team and will review formative evaluation data, problem solve implementation difficulties, and monitor expenditures of funds.

C. Meetings

By February 1st of each calendar year, the Management Committee will agree upon a schedule of meetings, which shall occur at least quarterly. The purpose of these meetings will be to support the effective management of the Project and to identify reports and a reporting schedule on student achievement, attendance, and behavior factors of students within the Project. The Management Committee will further propose dates for a monthly financial report for Management Committee meetings. Prior to implementation of the Project, the reporting schedules and information to be included in the reports must be approved by the Superintendent.

D. Annual Review of the MOU

As part of supporting the effective management of the Project, the Management Committee will review the programs of the Project to determine ongoing needs and potential changes to enhance the work being done through the T3 Initiative. Based on its ongoing review of the Project, the Management Committee will develop a set of recommendations for the upcoming school year related to any scope and programming changes. All new proposals and amendments to existing proposals and programs in the Project proposed by the Management Committee must be agreed to by both Parties in writing no later than last day in March of 2023 of the calendar year. The Parties acknowledge that any changes involving staffing must be submitted to District by March 10th annually in order for District to ensure compliance with Chapter 21 of the Texas Education Code.

IV. Miscellaneous

A. Revenue

Any revenue generated from the Project such as for Average Daily Attendance shall be the sole property of District.

B. Staff Evaluation

Any District staff funded by T3 shall be evaluated as per the stipulations of State law and District policies. Notwithstanding anything in a grant agreement to the contrary, all current and future positions related to this Agreement will be graded in accordance with the applicable positions in the District Compensation Manual.

C. Term

This Agreement shall be in effect from the date of ratification by the District Board of Education and the approval of T3 for a one (1) year term, or until its amendment or termination by either Party as stipulated in this Agreement. On an annual basis, this Agreement may be renewed by each party in writing no later than

end of March of that year. The Renewal must include updates as to which schools will be supported by the T3 efforts.

D. Sovereign Immunity

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas or of the staff or employees of District.

E. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

F. Dispute Resolution

An authorized executive-level agent of T3 and the Superintendent, or his or her designee, shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the Project prior to seeking any type of legal remedy. In the event that a resolution cannot be reached within thirty (30) days, both parties shall have the right to pursue all available legal remedies.

G. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, District may assign any obligations of this Agreement related to grant submission and receipt and holding of grant dollars to the Fort Worth ISD Education Foundation.

H. Amendments

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties. Any change to this Agreement must be in writing and signed by both Parties. An amendment shall be required whenever the term of this Agreement is extended or reduced without terminating the Agreement.

I. Termination or Option to Individually Opt-out of Project participation

Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days' advance written notice. If the termination is to take effect during the current academic year, the Party initiating the termination shall be required to provide funding for all positions provided for under this Agreement as part of the Project pursuant to Chapter 21 of the Texas Education Code for the remainder of the academic year. To the extent that a programmatic termination for the following academic year affects positions subject to Chapter 21 of the Texas Education Code, notice must be provided by March 10 in any given year and the Party responsible for funding the positions will be required to continue funding during the remainder of the current school year.

J. No Joint Venture

The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between T3 and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

K. Severability

If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

L. Headings

The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

M. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

N. Trademarks/Logos

Neither Party shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

[Signature Page Follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and T3 signify that each Party understands and will comply with the conditions stated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT



By: _____

Name: **Kent P. Scribner, Ph. D.**

Title: **Superintendent of Schools**

Date: _____

By: _____

Name: **Tobi Jackson**

Title: **Board President - Fort Worth ISD Board of Trustees**

Date: _____

By:  _____

Name: **Alexander Athanason**

Title: **FWISD Legal Counsel**

Date: 05/09/2022

TARRANT TO & THROUGH PARTNERSHIP

By: _____

Name: **Natalie Young Williams**

Title: **Executive Director**

Date: _____

EXHIBIT A

DATA SHARING AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT TO & THROUGH PARTNERSHIP

1. INTRODUCTION

The Tarrant To & Through Partnership ("T3") has entered into a Memorandum of Understanding (MOU) for the Tarrant To & Through Initiative with the Fort Worth Independent School District ("District") to provide District access to the establish the general agreement for the program. To complete the work required under the MOU, T3 will require access to District data.

This Data Sharing Agreement for the Tarrant To & Through Initiative (the "DSA") is made by and between District, a Texas public school district and T3, a Texas non-profit organization working to ensure that students in Tarrant County receive an excellent and equitable education. The District and T3 may be referred to individually as a "Party," and collectively as the "Parties."

2. SCOPE OF DATA TO BE DISCLOSED

To effectively implement the partnership outlined in the MOU and this DSA, District authorizes T3 to receive or acquire on behalf of District the data (collectively known as the "Data") described in Exhibit A: Scope of Data for District students grades 6-12.

The Parties acknowledge the release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).

3. PARTIES' OBLIGATIONS

3.1 T3 must provide District with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the District) and unauthorized use, including limiting the use of personally identifiable information from education records only to authorized representatives with legitimate interests.

3.2 District authorizes T3 to receive the Data described in Exhibit A: Scope of Data.

3.3 District shall prepare the Data as described in Exhibit A: Scope of Data on a schedule and frequency mutually agreed upon by the Parties and make the Data available to T3 electronically to the greatest extent possible.

4. LIMITATIONS ON USE

4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that T3 has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this DSA, and that T3 is the agent of District solely for the purpose of facilitating and tracking student progress through the T3 programming. T3 and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this DSA.

4.2 T3 shall allow access to the Data only to: (i) persons and contractors who have been tasked

by T3 with storage, accessing, and manipulating the Data; and (ii) persons and program partners of T3 that have been tasked by T3 with accessing the Data for the purpose of the T3 Initiative. Program partners include, but are not limited to; TCU College Advising Corps, Tarrant County College, Tarleton State University, Texas Wesleyan University, Texas Woman's University, Texas Christian University, University of North Texas - Dallas, University of North Texas – Denton, University of Texas-Arlington, the Student Success Agency and future college/university partners and third-party vendors which enter a formal Memorandum of Understanding with T3. Accordingly, T3 shall not release or otherwise reveal the Data to any individual, agency, entity, or a third party not included in this DSA, unless such disclosure is required by law or court order. T3 also shall not sell the Data in any form to any third party.

4.3 T3 shall cooperate with District as to any reasonable request to review T3's compliance with the terms of this DSA.

5. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

5.1 T3 agrees to maintain the confidentiality of student information throughout all stages of conducting the services pursuant to the HCP Agreement executed by the Parties and this DSA by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable). T3 and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which T3 protects its own confidential information.

5.2 Student Personally Identifiable Information (PII) will be collected, stored, transmitted, and disposed of using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this DSA; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only authorized T3 representatives who have agreed to maintain the confidentiality of the Data may access PII; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed of through secure means such as shredding paper files and erasing electronic files.

5.3 T3 will not bear responsibility for safeguarding any information that is: (i) publicly available; (ii) that is not an education record or PII; (iii) that is obtained by T3 from third parties without restrictions on disclosure and is not obviously PII; or (iv) is required to be disclosed by order of a court or other governmental entity.

5.4 Nothing in this DSA may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this DSA or the HCP Agreement, T3 and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent, or the eligible student.

5.5 T3 stipulates that this DSA does not convey ownership of the Data to T3. District retains ownership of the PII that it provides pursuant to this DSA. District grants T3 a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, create derivative works, and otherwise make use of (to the extent such use, reproduction, modifications, and derivative works comply with the restrictions in this DSA) the Data in any manner and through any media. This license does not extend to any Data that contains PII.

5.6 The Parties agree that if either Party terminates the HCP Agreement and/or this DSA, T3's right pursuant to Section 7.5 of this DSA immediately cease upon termination and T3 will return and/or permanently destroy any PII the District has shared with T3.

5.7 The District will have the right, upon reasonable prior written notice (no less than 10 business days), to audit T3's security practices to affirm that T3 has appropriate policies and procedures in place to protect the personally identifiable information from education records. Any such audit will be performed during T3's regular business hours and at District's sole expense.

5.8 If T3 becomes aware of a disclosure or security breach concerning any Data covered by this DSA, T3 shall immediately notify District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, T3 shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this DSA may, at District's sole discretion, result in District's immediately terminating this DSA.

6. TERM AND TERMINATION

6.1 This DSA will commence as of the later date that both Parties have signed the DSA below and shall continue for a period of five (5) years following execution unless terminated earlier as allowed by this DSA. At the option of the District, this DSA may be renewed for three one-year terms, provided that the District has given T3 written notice of the District's intention to renew no later than thirty (30) days prior to the expiration of the then current term.

6.2 Either Party may terminate this DSA for any reason by giving 30 days' written notice of termination to the other Party.

6.3 T3 and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this DSA. Upon such termination, T3 will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to District that contain PII and remove any other PII from T3's computer system. If requested, T3 shall provide District with an affidavit from an authorized officer of T3 confirming the deletion, destruction, or return of data and files containing PII as soon as the action is complete.

The District will provide input on the specific time period for destruction based on the facts and circumstances surrounding the disclosure and study. The destruction must be in accordance with the District's records retention policies and procedures. The parties may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit. T3 shall securely and permanently destroy the Data in a commercially reasonable manner that is customary for the industry, and any and all hard and electronic copies thereof when no longer needed for the purposes listed in this DSA. T3 agrees to require all employees, contractors, or agents of any kind using the Data to comply with this provision.

7. NOTICES

7.1 The following individuals are the contact points for each Party under this DSA. These individuals are responsible for the management and coordination of the requirements for each respective Party under this DSA. Copies of correspondence related to the modification, amendment, extension or termination of this DSA, or any other legal matter pertaining to this DSA, shall be furnished to these individuals with additional copies to:

For District:

Name: Sara Arispe
Title: Associate Superintendent – Accountability and Data Quality
Address: 100 N. University Dr.
Fort Worth, TX 76107

Email: Sara.Arispe@fwisd.org

For Fort Worth Cradle to Career:

Name: Natalie Young Williams
Title: Executive Director
Address: 777 Taylor St, Suite 900
Fort Worth, TX 76102
Email: nmilliams@t3partnership.org

7.2 T3 designates the following individual or entity as an authorized representative: [Natalie Young Williams, Executive Director]. The authorized representative has the authority to bind T3 to the requirements of this DSA. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.

8. SURVEYS

If T3 seeks to conduct a survey of students, T3 acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Any applicable survey conducted by T3 must be conducted in collaboration with and with prior written consent from the District. In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:

- a. Political affiliations;
- b. Mental and psychological problems potentially embarrassing to the student and his/her family;
- c. Sex behavior and attitudes;
- d. Illegal, anti-social, self-incriminating; and demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or parents; or
- h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

9. MISCELLANEOUS TERMS

9.1 Nothing in this DSA shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

9.2 Approval to use the personally identifiable information from education records for this DSA or the HCP Agreement does not confer approval to use the data for another agreement. The personally identifiable information from education records may only be used for the activities described in this DSA or the HCP Agreement.

9.3 Neither District nor T3 shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the DSA in any publication or public presentation without the prior written consent of such other Party.

9.4 No alteration, cancellation, variation, or addition to this DSA shall be of any force or effect unless reduced to writing as an addendum to this DSA and signed by the Parties or their authorized signatories.

9.5 This document contains the entire DSA between the Parties, and neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.

9.6 None of the provisions of this DSA shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

9.7 The headings appearing in this DSA have been used for reference purposes only and shall not affect the interpretation of this DSA.

9.8 If any clause or term of this DSA should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this DSA shall be deemed to be severable therefrom and shall continue in full force and effect.

9.9 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this DSA without the prior written consent of the other Party, whose consent may not be unreasonably withheld.

9.10 By signing below, each Party represents that they are authorized to execute this DSA and that each Party is bound to all terms of the DSA.

9.11 This DSA shall only become effective and legally binding on the Parties once it has been signed by the Parties.

9.12 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior DSA from the other Party in writing.

9.13 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between T3 and District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into DSAs similar to this DSA with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this DSA, the conduct of which is outside and independent of this DSA.

9.14 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this DSA because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this DSA may be canceled, terminated, or suspended in whole or in part by the other Party.

9.15 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this DSA.

9.16 Any dispute arising under this DSA shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

9.17 The terms of this DSA may be modified only upon a prior written amendment DSA executed by all Parties to this DSA.

9.18 This DSA constitutes and contains the entire DSA between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written DSAs between the Parties.

9.19 The Parties have caused this DSA to be executed by their duly authorized representatives. By signing this DSA, District and Fort Worth Cradle to Career signify that each Party understands and will comply with the conditions stated above.

9.20 The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, T3 must alert District's named contact person upon notification of the breach as soon as practical.

9.21 T3 shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, to the extent arising as a result of T3's failure to meet any of its obligations under this DSA. T3 will have no liability for claims or damages arising out of District's own negligence or willful misconduct. T3's obligations under this paragraph are subject to District promptly notifying T3 of the applicable claim, allowing T3 the opportunity to control the defense and settlement thereof, and providing T3 all reasonable assistance in the defense and settlement of such claim.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and T3 signify that each Party understands and will comply with the conditions stated above.

District



By: _____

Name: David Saenz, Ed. D.

Title: Chief Innovation Officer

Date: _____

Tarrant To & Through Partnership

By: _____

Name: Natalie Young Williams

Title: Executive Director

Date: _____

EXHIBIT A: SCOPE OF DATA

The following table outlines the scope and source of all data provided to Fort Worth Cradle to Career either by District or on behalf of District under this DSA. This Exhibit may be amended if data requirements change. If the District or third party provides additional data fields above and beyond the fields listed below, Fort Worth Cradle to Career will reasonably attempt to remove the additional data from their data sets.

District Directory Data Fields will be leveraged to support students in taking the T3 Pledge and to case manage students towards enrollment at T3 Partner Institutions of Higher Education. All other Data Fields will be used to support programmatic evaluation and support T3 and District in understanding what student supports best yield desired results.

DATA FIELDS	DATA SOURCE
District Directory Data	
First Name Middle Name Last Name Date of Birth District Issued Student ID High School ID CEEB Graduation Year TSDS ID Entry Date Ethnicity Race Sex	Data is sourced from the District SIS for all students.
DATA FIELDS	
District Transcript Data	
District Issued Student ID Course Code Class Rank Course Title Grading Period Grade Scale Grade Absences Credit Military Enlistment Industry-based Certification Associates Degree Earned Graduation Type Code (indicating IEP and Workforce Readiness)	Data is sourced from the District SIS only for all students .
Filing Status Information for Free Application for Federal Student Aid(FAFSA)	
First Name Middle Initial Last Name Date of Birth FAFSA Submission Date FAFSA Processing Date Verification Status	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin

Completion Status	High School ID	
Apply Texas Application Status		
High School		Data is sourced from interfacing with Apply
Name-First-Last		Texas data systems maintained by The
Student-Last-Name		University of Texas at Austin
First-Name		
Student-DOB		
Student-Email		
Application-ID		
Application-Destination-Name		
App-Semester		
App-Type		
Application-Deadline		
App-Status		
Last-Date-Updated		
Essay I-Status		
Essay2-Status		
Essay3-Status		
Scholar-Univ?		
Scholar-App?		
Scholar-Deadline		
Scholar-App-Status		
H.S. Grad Date		
Primary Phone		
Primary Phone Type Senior Roster (one record per student)		
Application-Destination-Name		
App-Semester		
App-Type		
Application-Deadline		
App-Status		
Last-Date-Updated		
Essay I-Status		
Essay2-Status		
Essay3-Status		
Scholar-Univ?		
Scholar-App?		
Scholar-Deadline		
Scholar-App-Status		
H.S. Grad Date		
PSAT Scores		

<p> Attending Institution Code Last or Surname First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number and Name Address Line 2 Text Address City Address State Abbreviation Us Zip or International Post Code Email Address Latest PSAT: Assessment Date Latest PSAT: Grade Level When Assessed Latest PSAT: Total Score Latest PSAT: Evidence-Based Reading and Writing Section Score Latest PSAT: Math Section Score Latest PSAT: Reading Test Score Latest PSAT: Writing and Language Test Score Latest PSAT: Math Test Score Latest PSAT: Analysis in Science Cross-Test Score Latest PSAT: Analysis in History/Social Science Cross-Test Score Latest PSAT: Relevant Words in Context Subscore Latest PSAT: Command of Evidence Subscore Latest PSAT: Expression of Ideas Subscore Latest PSAT: Standard English Conventions Subscore Latest PSAT: Heart of Algebra Subscore Latest PSAT: Passport to Advanced Mathematics Subscore Latest PSAT: Problem Solving and Data Analysis Subscore Date of Report </p>	<p>Data is sourced through electronic transfer from either District or directly from the College Board.</p>
<p>SAT Scores</p>	
<p>Cohort Year Last Or Surname</p>	<p>Data is sourced through electronic transfer from either District or directly from the</p>
<p>First Name Middle Initial Birth Date</p>	<p>College Board</p>

<p>College Board Student Id Secondary School Student Id Address Street Number And Name Address Line 2 Text Address City Address State Abbreviation Us Zip Or International Post Code Email Address Latest SAT: Registration Number Latest SAT: Make Up Indicator Latest SAT: Assessment Date Latest SAT: Grade Level When Assessed Latest SAT: Revised Score Indicator Latest SAT: Total Score Latest SAT: Evidence- Based Reading And Writing Section Score Latest SAT: Math Section Score Latest SAT: Reading Test Score Latest SAT: Writing And Language Test Score Latest SAT: Math Test Score Latest SAT: Analysis In Science Cross-Test Score Latest SAT: Analysis In History/Social Science Cross-Test Score Latest SAT: Relevant Words In Context Subscore Latest SAT: Command Of Evidence Subscore Latest SAT: Expression Of Ideas Subscore Latest SAT: Standard English Conventions Subscore Latest SAT: Heart Of Algebra Subscore Latest SAT: Passport To Advanced Mathematics Subscore Latest SAT: Problem Solving And Data Analysis Subscore Latest SAT: Essay Reading Subscore Latest SAT: Essay Analysis Subscore Latest SAT: Essay Writing Subscore Date of Report Filler</p>	
<p>Advanced Placement Exams</p>	<p>Data Source</p>

<p>AP Number Last Name First Name Middle Initial Student Street Address 1 Student Street Address 2 Student Street Address 3 Student State Student Zip Code Sex Date of Birth School ID Education Level Best Language Admin Year [N] (where 'n' represents the number of occurrences) Exam Code [N] (where 'n' represents the number of occurrences) Exam Grade [N] (where 'n' represents the number of occurrences) Date of Last Student Update Date on which the student's record was last updated. Date of this report Date this report was generated. Student Information Continued Student Identifier A unique number or alpha code assigned to the student by the school, school system, state, or other entity. Race Ethnicity Student Response Derived Aggregate Race Ethnicity</p>	<p>Data is pulled for each exam taken by a student in the specified school. Data is used to match up students if no crosswalk exists from the student id. https://apcentral.collegeboard.org/pdf/ap-student- datafile-format-2017.pdf</p>
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TSI / Accuplacer Scores	
<p>Last Name First Name Date of Birth Student ID Date of Exam Arithmetic Score College-Level Math Score Elementary Algebra Score Reading Comprehension Score Sentence Skills Score</p>	<p>Data is sourced directly from the CollegeBoard Accuplacer system. Field names may differ slightly as no official field name list is available publicly.</p>

ACT Test	
<p>ACT ID Last Name First Name Middle Initial Address City State (Alpha) Zip Phone Type Phone Number Expanded Date of Birth State Assigned Student ID Number High School Code Expanded Test Date Combined English/Writing (EW) Score Writing Subscore English Scale Score Mathematics Scale Score Reading Scale Score Science Scale Score Composite Scale Score</p>	<p>Data is sourced through electronic transfer from either District or directly from ACT</p>

Production of Writing Readiness Range Knowledge of Language Readiness Range Conventions of Standard English Readiness Range Preparing for Higher Math Readiness Range Number & Quantity Readiness Range Algebra Readiness Range Functions Readiness Range Geometry Readiness Range Statistics & Probability Readiness Range Integrating Essential Skills Readiness Range Modeling Readiness Range Key Ideas & Details Readiness Range Craft & Structure Readiness Range Integration of Knowledge & Ideas Readiness Range	
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National Student Clearinghouse	
Your Unique Identifier High School Code High School Graduation Date Last Name Middle InitialName Suffix College Code/ BranchCollege Name College State2-year/4-year Public/Private Enrollment Begin DateEnrollment End Date Enrollment Status Graduated Graduated DateDegree Title Major College Sequence Program Code	Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.

Student Roster

<p>Your Unique Identifier High School Code High School Graduation Date Last Name First Name Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code</p>	<p>Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.</p>
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Additional Data Fields

Specific data fields to be accessed for additional programs supported by T3:

- DISTRICT ID NUMBER
- TEA CAMPUS ID
- SCHOOL NAME
- SCHOOL LOCATION HISTORY
- GRADE LEVEL
- PRE-K STATUS (full day or half day)
- ETHNICITY
- SEXCODE
- SPED STATUS
- LEP INDICATOR CODE
- ESL PROGRAM CODE
- BILINGUAL PROGRAM TYPE CODE
- GIFTED AND TALENTED INDICATOR CODE
- STUDENTHOMELANGUAGE
- ECONOMIC DISADVANTAGE CODE
- AT-RISK STATUS
- STUDENT RESIDENCE ZIP CODE
- STUDENT COUNTRY OF BIRTH
- RETENTION STATUS
- DAILY ATTENDANCE DATA
- TARDIES
- DISTRICT ENTRY DATE
- DISTRICT WITHDRAWAL DATE
- Leveled Reading ASSESSMENT DATA
- Leveled Reading USE DATA

4.22.2022

- ASSESSMENT RESULTS (both raw scores and percent passing for STAAR and District specific assessments, including but not limited to: Ready Step, PSAT, SAT, AP, ITBS, TSI, STAR, Achieve 3000, CLI Engage, TX-KEA, NWEA MAP, etc.)
- Discipline Records

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

**TOPIC: **APPROVE AUTHORIZATION FOR SUPERINTENDENT TO
NEGOTIATE AND ENTER A PARKING CONSTRUCTION AND LEASE
AGREEMENT FOR FIRE STATION #10 SITE****

BACKGROUND:

Fort Worth ISD (Lessor) and Mitchell Properties (Lessee) are entering into a Parking Construction and Lease Agreement on unimproved District owned property at 2801 College Avenue, adjacent to the District owned Fire Station #10 building, located at 2800 Lipscomb Street. Mitchell Properties owns business property at 2740 Lipscomb Street and needs a parking lot. The agreement allows (Lessee), at their sole cost and expense, to construct and pave the parking areas, install lighting and landscaping pursuant to plans, specifications, and cost estimates mutually approved in advance on the District's unimproved lot. Following completion of the parking lot improvements, Lessee will provide Lessor with a final accounting of the costs of design, engineering, permitting, and construction and installation of the parking lot improvements.

Following the three (3) month construction period for the parking lot a portion of the parking lot project costs will be applied as a credit against Lessee's rent obligation. This rent credit will continue each month thereafter until the parking lot project costs have been fully credited against Lessee's rent obligation, at which time, the full rent payment obligation will resume and continue until the expiration of the lease term, or, if applicable, the renewal term.

The lease term will be for a period of 10 years and three (3) months beginning on May 25, 2022 and ending on August 24, 2032. The first three (3) months of the lease term will constitute the construction period. The District will also have use of designated parking spaces in the newly constructed parking lot.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization for Superintendent to Negotiate and Enter Parking Construction and Lease Agreement for Fire Station #10 Site
2. Decline to Approve Authorization for Superintendent to Negotiate and Enter Parking Construction and Lease Agreement for Fire Station #10 Site
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Superintendent to Negotiate and Enter Parking Construction and Lease Agreement for Fire Station #10 Site

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:

Fire Station #10	District Operations
------------------	---------------------

RATIONALE:

Entering into a parking agreement where the lessee pays for construction costs is amenable to the District and the community that Fire Station #10 serves.

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM

BOARD MEETING

May 24, 2022

TOPIC: APPROVE FIRST 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 First Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First 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	All Departments
All 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 May 24,
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.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

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>
<p>Absences Considered</p>	<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>
<p>Attendance Committees</p>	<p>The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.</p>
<p>The Superintendent Com position</p>	<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>
<p>Parental Notice of Excessive Absences</p>	<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>
<p>Methods for Regaining Credit or Awarding a Final Grade</p>	<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).]

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
May 24, 2022

TOPIC: **APPROVE BOARD APPOINTMENTS TO THE DISTRICT ADVISORY COMMITTEE (DAC)**

BACKGROUND:

Board policy provides for the appointment of parent, business, and community representatives to the District Advisory Committee (DAC) in a manner that provides appropriate representation of the community's diversity {[BQA \(LOCAL\)](#)}. These representatives serve for two (2) years and may be appointed for an additional two-year term.

Board policy and state law offer the following definitions:

1. A person who stands in parental relation to a student is considered a parent.
2. A parent who is an employee of the District is not considered a parent representative on the committee.
3. Representatives of businesses need not reside in the District nor must their businesses be located in the District.
4. Representatives of the community must reside in the District and must be at least 18 years old.

Applicants submitted an application and resume for review to be considered for appointment by the Board. These applications have been sent to all Board members for their review and consideration. Applications for all places were actively sought through the Principals' Packet, shared with schools, personal contacts, key stakeholder organizations, and direct emails to Board members. The terms of individuals appointed to these places will expire in May 2024.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Board Appointments to the District Advisory Committee (DAC)
2. Decline to Approve Board Appointments to the District Advisory Committee (DAC)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Board Decision

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Fort Worth ISD Board of Trustees

RATIONALE:

The appointment of these individuals to the committee will comply with Board policy and state law.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 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

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE MINUTES FOR THE MARCH 3, 2022 AND APRIL 14, 2022
RACIAL EQUITY COMMITTEE MEETINGS**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee also works with the community and businesses in a broader discussion about the impact of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Minutes for the March 3, 2022 and April 14, 2022, Racial Equity Committee Meetings
2. Decline to Approve March 3, 2022 and April 14, 2022, Racial Equity Committee Meetings
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Departments and Campuses in FWISD

RATIONALE:

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

INFORMATION SOURCE:

Sherry Breed



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Thursday, March 3, 2022 at 5:30 p.m.

FWISD Teaching & Learning Center (TLC) 1050 Bridgewood Dr., Ft. Worth, TX 76112

Committee Members Present:

Anderson, Sue	Covington, Samantha	Hodges, Charles	Okweni, Johanah
Breed, Sherry	Cytron-Walker, Adena	Martinez, Roxanne	Phillips, Quinton
Chavez, Aracely	Darr, Anne	Mattingly, Dr. Cissy	Poullard, Precious
Clark, Rickie	Grover, Barbara	McKinney, Wanda	Walker, Dr. Carlos
Cortez, Dawn	Hall, Dr. Mia	Nickerson, Porshe	

Committee Members Absent:

Benavidez, Dr. Dorene	Jones, Ebony	Masterson, Twyla	Sorensen, Dr. Marcy
Flores, Rudi	Jones, Dr. Trevon	Moss, Christene	West, Bill
Garcia, Sandra	Krochmal, Dr. Max	Piñon, Lizdelia	Williams, Dr. Jared
Herrera, Alfonso	Luebanos, Anael	Poullard, Eric	

CALL TO ORDER:

- The meeting was called to order at 5:32 p.m.
- Minutes from prior meeting approved by consensus. Motion: Hodges/Second: Martinez.
- Protocol discussed for the meeting.

DISCUSSION ITEMS:

1. Discuss current status of the Racial Equity Committee
 - Tonight's meeting is not open to the public. Per BDB (LEGAL) REC meetings are not required to be posted. Future meetings will not be posted and will not be open to the public. However, Open Listening/Town Hall-type meetings will be held in the Fall and Spring.
 - All members present engaged in conversation regarding the previous meetings and events that have delayed the work of the committee.
2. Discuss REC focus for the remainder of the year. *(not discussed due to time constraints)*

ADJOURN: Meeting adjourned at 7:40 p.m.

Signed:  Date: 8-14-22
Mr. Quinton "Q" Phillips, Chair

/bg



FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
Racial Equity Committee
Meeting Minutes**

Thursday, April 14, 2022 at 5:30 p.m.

FWISD Teaching & Learning Center (TLC) 1050 Bridgewood Dr., Ft. Worth, TX 76112

Committee Members Present:

Anderson, Sue	Covington, Samantha	Hodges, Charles	Okweni, Johanah
Breed, Sherry	Garcia, Charlie	McKinney, Wanda	Phillips, Quinton
Clark, Rickie	Grover, Barbara	Nickerson, Porshe	Poullard, Precious

Committee Members Absent:

Benavidez, Dr. Dorene	Garcia, Sandra	Luebanos, Anael	Poullard, Eric
Chavez, Aracely	Hall, Dr. Mia	Martinez, Roxanne	Sorensen, Dr. Marcy
Cortez, Dawn	Herrera, Alfonso	Masterson, Twyla	Walker, Dr. Carlos
Cytron-Walker, Adena	Jones, Ebony	Mattingly, Dr. Cissy	West, Bill
Darr, Anne	Jones, Dr. Trevon	Moss, Christene	Williams, Dr. Jared
Flores, Rudi	Krochmal, Dr. Max	Piñon, Lizdelia	

CALL TO ORDER:

- The meeting was called to order at 5:35 p.m.
- Minutes from prior meeting approved by consensus. Motion: Breed/Second: Anderson.
- Protocol was reviewed for the meeting.

DISCUSSION ITEMS:

- 1) **Review subcommittee membership. Discuss what can be accomplished by the end of the year (May & June).**
 - The current subcommittees will be carried over to 2022-23. Membership on subcommittees will also remain unchanged so they will be ready to set goals, schedule meetings and begin working immediately.

- Subcommittees:
 - Academics & Segregation
 - Budget, Finance, and Business Practices
 - Discipline
 - Family & Community Engagement
 - Staffing & Recruiting
- Tentative plans for May and June REC meetings:
 - May – Request a presentation/overview regarding the use of ESSER and Title Funds, broken down by campus.
 - June – Request a presentation regarding loss of enrollment in the District. Demographically and geographically, who were these students and what are we doing to bring them back?

2) Review REC meeting membership, attendance, tenure, and possible new members.

- Members who have not attended meetings regularly will be rolled off the active member list.
- Community members’ participation has been low. It was suggested that we explore interest from faith-based groups and other district partners to determine interest.
- More student voice should be included.
- New member nominations
 - Current committee members are asked to submit recommendations to the Division of Equity & Excellence, the link to the application form will be emailed to the candidates.

ADJOURN: Meeting adjourned at 6:51 p.m.

Signed:  Date: 5/5/22
 Mr. Quinton "Q" Phillips, Chair

/bg

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
APRIL 30, 2022**

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021, and last amended through the period ended March 31, 2022. During the month of April 2022, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District Operations. 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 April 30, 2022
2. Decline to Approve Budget Amendment for the Period Ended April 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended April 30, 2022.

<u>FUNDING SOURCE</u>	<i>Additional Details</i>
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General Fund	Not Applicable
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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

**General Fund
Budget Amendment
2021-2022**

	Consolidated General Fund 2021-2022 Amended Budget 3/31/2022	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 4/30/2022
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$459,971,554	\$0	\$459,971,554
5800 State Revenue	330,087,019	0	330,087,019
5900 Federal Revenue	14,931,000	0	14,931,000
7900 Other Sources	9,500,000	0	9,500,000
Total Revenue & Other Sources	\$814,489,573	\$0	\$814,489,573
<u>EXPENDITURES</u>			
11 Instruction	\$488,249,091	(\$3,917,033)	\$484,332,058
12 Instruction Resources and Media Services	\$12,615,192	(\$11,244)	\$12,603,948
13 Curriculum and Instructional Staff Development	\$13,489,059	(\$24,268)	\$13,464,791
21 Instructional Administration	\$16,517,853	\$90,552	\$16,608,405
23 School Administration	\$51,288,994	\$22,632	\$51,311,626
31 Guidance and Counseling Services	\$49,065,613	\$57,534	\$49,123,147
32 Social Work Services	\$5,401,209	(\$2,184)	\$5,399,025
33 Health Services	\$11,541,100	(\$1,685)	\$11,539,415
34 Student Transportation	\$22,419,636	(\$73,251)	\$22,346,385
35 Food Services	\$1,487,861	\$2,492	\$1,490,353
36 Cocurricular/Extracurricular Activities	\$18,079,769	\$123,013	\$18,202,782
41 General Administration	\$25,421,884	(\$30,260)	\$25,391,624
51 Plant Maintenance and Operations	\$103,173,349	\$229,266	\$103,402,615
52 Security and Monitoring Services	\$14,099,585	\$5,850	\$14,105,435
53 Data Processing Services	\$21,719,807	\$3,586,235	\$25,306,042
61 Community Services	\$5,845,150	\$9,350	\$5,854,500
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$1,876,024	(\$66,999)	\$1,809,025
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	\$0	\$865,477,676
Total Deficit	(\$50,988,103)	\$0	(\$50,988,103)
Beginning Fund Balance (Audited)	281,399,838		281,399,838
Fund Balance-Ending (Unaudited)	\$230,411,735		\$230,411,735

April 30, 2022 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199-transfer to function 53 to provide budget needed to support technology purchases for teacher/student mobile development, cybersecurity, data backup and etc.		2,112,883	
	Fund 199-transfer to true-up budget based on salaries for professional/support staff		1,725,610	
	Campus/Dept. normal course of District operations		78,540	
	Overall effect on Function 11	0	3,917,033	(3,917,033)
12	Campus/Dept. normal course of District operations		11,244	
	Overall effect on Function 12	0	11,244	(11,244)
13	Campus/Dept. normal course of District operations		24,268	
	Overall effect on Function 13	0	24,268	(24,268)
21	Campus/Dept. normal course of District operations	90,552		
	Overall effect on Function 21	90,552	0	90,552
23	Campus/Dept. normal course of District operations	22,632		
	Overall effect on Function 23	22,632	0	22,632
31	Campus/Dept. normal course of District operations	57,534		
	Overall effect on Function 31	57,534	0	57,534
32	Campus/Dept. normal course of District operations		2,184	
	Overall effect on Function 32	0	2,184	(2,184)
33	Campus/Dept. normal course of District operations		1,685	
	Overall effect on Function 33	0	1,685	(1,685)
34	Campus/Dept. normal course of District operations		73,251	
	Overall effect on Function 34	0	73,251	(73,251)
35	Campus/Dept. normal course of District operations	2,492		
	Overall effect on Function 35	2,492	0	2,492
36	Campus/Dept. normal course of District operations	123,013		
	Overall effect on Function 36	123,013	0	123,013
41	Campus/Dept. normal course of District operations		30,260	
	Overall effect on Function 41	0	30,260	(30,260)
51	Fund 199-transfer to provide funding for Phalen budget	249,274		
	Campus/Dept. normal course of District operations		20,008	
	Overall effect on Function 51	249,274	20,008	229,266
52	Campus/Dept. normal course of District operations	5,850		
	Overall effect on Function 52	5,850	0	5,850
53	Fund 198-transfer from function 11 to provide budget needed to support technology purchases for teacher/student mobile development, cybersecurity, data backup and etc.	2,453,327		
	Fund 199-transfer to true-up budget based on salaries for professional/support staff	1,132,908		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 53	3,586,235	0	3,586,235
61	Campus/Dept. normal course of District operations	9,350		
	Overall effect on Function 61	9,350	0	9,350
81	Campus/Dept. normal course of District operations		66,999	
	Overall effect on Function 81	0	66,999	(66,999)
	Total	4,146,932	4,146,932	0

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:
JANUARY 1, 2022 – MARCH 31, 2022**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period January 1, 2022 – March 31, 2022, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period January 1, 2022 – March 31, 2022, totaled \$261,634. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report For The Period: January 1, 2022 – March 31, 2022
2. Decline to Approve Quarterly Investment Report For The Period: January 1, 2022 – March 31, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report For The Period: January 1, 2022 – March 31, 2022

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:

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL)

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District

Quarterly Investment Report

January 1, 2022 – March 31, 2022

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Mr. David Johnson, CPA
Senior Officer, Budget & Finance

Ms. Maria Chavez
Controller

Ms. Tonya D. Wright
Treasurer



Published: May 24, 2022



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
01/01/2022 - 03/31/2022

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase. The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 0.03%

Interest Earned During the Period: \$261,634

Interest Earned Fiscal Year to Date: \$408,391

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	138,429.05	138,429.05	138,429.05	0.02	0.29	1
Campus Activity Fund	3,790,071.88	3,790,071.88	3,790,071.88	0.47	0.29	1
CIP-2017 BOND FUND	133,467,614.05	133,467,614.05	133,467,614.05	16.49	0.25	1
Food Service Fund	8,299,881.24	8,299,881.24	8,299,881.24	1.03	0.29	1
General Operating Fund	510,317,119.05	510,317,119.05	510,317,119.05	63.03	0.22	1
Interest & Sinking Debt Service Fund	67,196,591.51	67,196,591.51	67,196,591.51	8.30	0.17	1
Real Estate Proceeds	39,026,224.29	39,026,224.29	39,026,224.29	4.82	0.25	1
Scholarships	560,570.89	580,876.01	581,805.00	0.07	0.29	1
Student Activity Funds	875,855.07	875,855.07	875,855.07	0.11	0.29	1
TRE FUND	45,887,729.32	45,887,729.32	45,887,729.32	5.67	0.25	1
Total / Average	809,560,086.35	809,580,391.47	809,581,320.46	100.00	0.23	1

Carmen Arrieta-Candelaria
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer

5/3/22
 Date

David Johnson
 Mr. David Johnson, Senior Officer

5/2/2022
 Date

Maria Chavez
 Ms. Maria Chavez, Contoller

5/2/2022
 Date

Tonya D. Wright
 Ms. Tonya D. Wright, Treasurer

5/2/2022
 Date

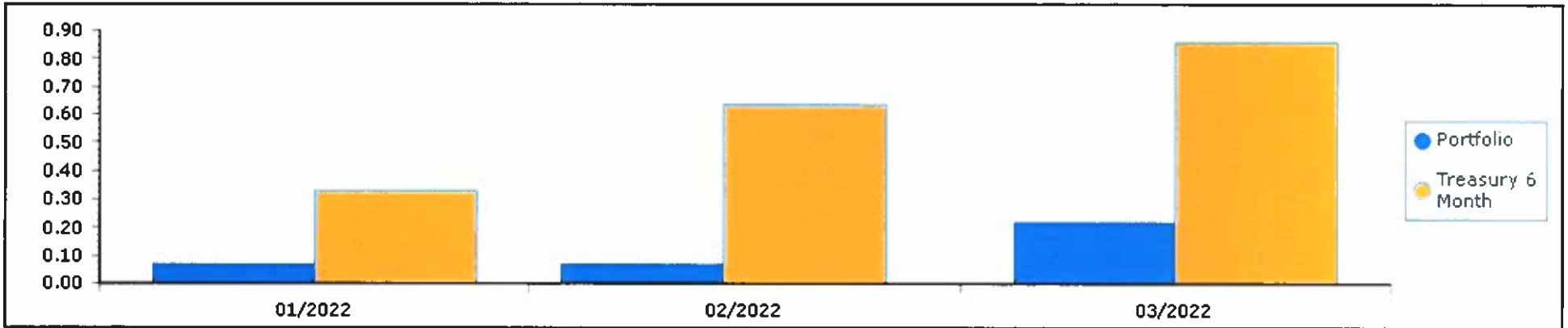


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 1/31/2022, End Date: 3/31/2022

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2022	690,025,674.12	46,045.61	0.00	46,045.61	800,341,508.07	0.01	0.07	0.33
2/28/2022	817,343,122.08	56,243.66	0.00	56,243.66	927,734,387.47	0.01	0.07	0.64
3/31/2022	869,776,756.19	159,354.07	0.00	159,354.07	851,540,855.06	0.02	0.22	0.86
Total/Average	690,025,674.12	261,643.34	0.00	261,643.34	857,596,887.74	0.03	0.12	0.61

Annualized TRR-BV

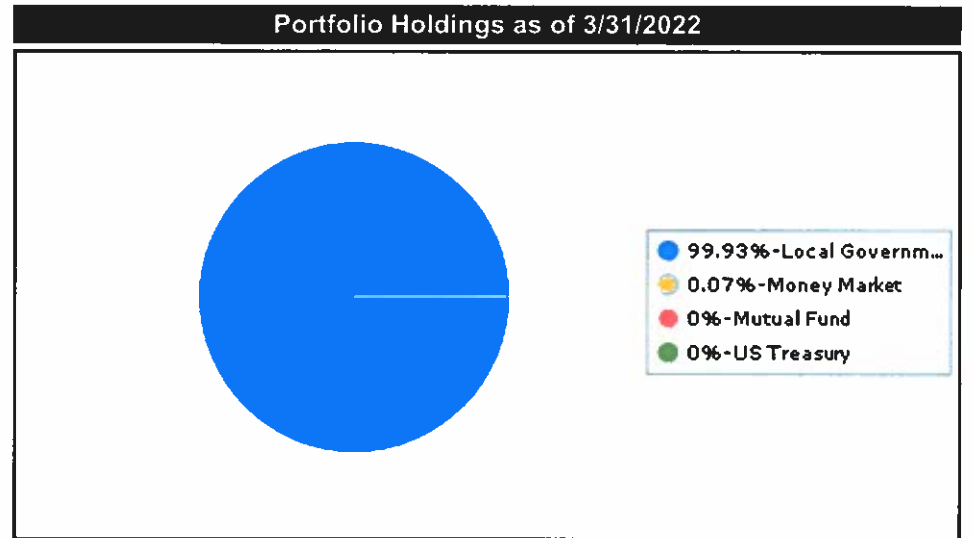
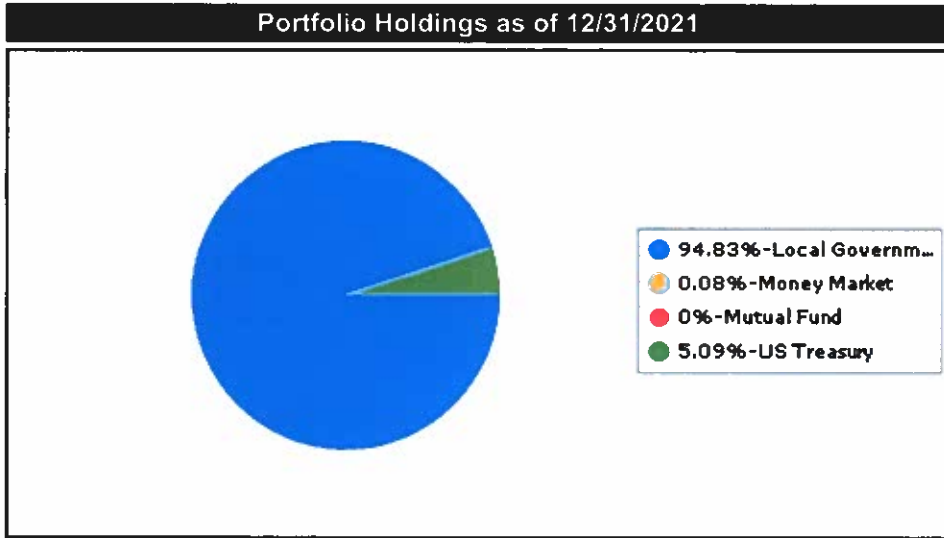




Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 12/31/2021, End Date: 3/31/2022

Security Sector Allocation				
Security Sector	Book Value 12/31/2021	% of Portfolio 12/31/2021	Book Value 3/31/2022	% of Portfolio 3/31/2022
Local Government Investment Pool	652,811,664.60	94.83	809,028,239.99	99.93
Money Market	529,556.24	0.08	529,634.47	0.07
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Treasury	35,053,136.66	5.09	0.00	0.00
Total / Average	688,417,803.50	100.00	809,581,320.46	100.00

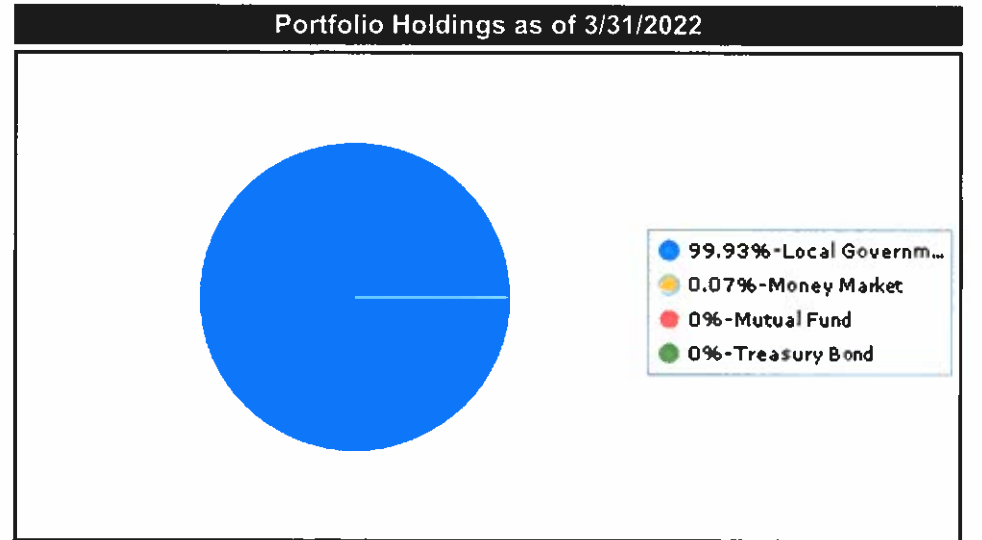
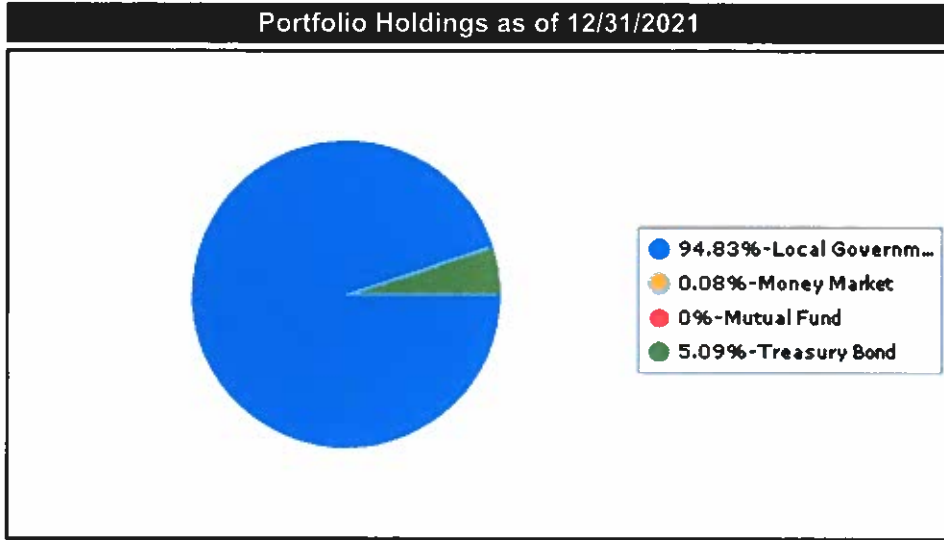




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 12/31/2021, End Date: 3/31/2022

Security Type Allocation				
Security Type	Book Value 12/31/2021	% of Portfolio 12/31/2021	Book Value 3/31/2022	% of Portfolio 3/31/2022
Local Government Investment Pool	652,811,664.60	94.83	809,028,239.99	99.93
Money Market	529,556.24	0.08	529,634.47	0.07
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Treasury Bond	35,053,136.66	5.09	0.00	0.00
Total / Average	688,417,803.50	100.00	809,581,320.46	100.00



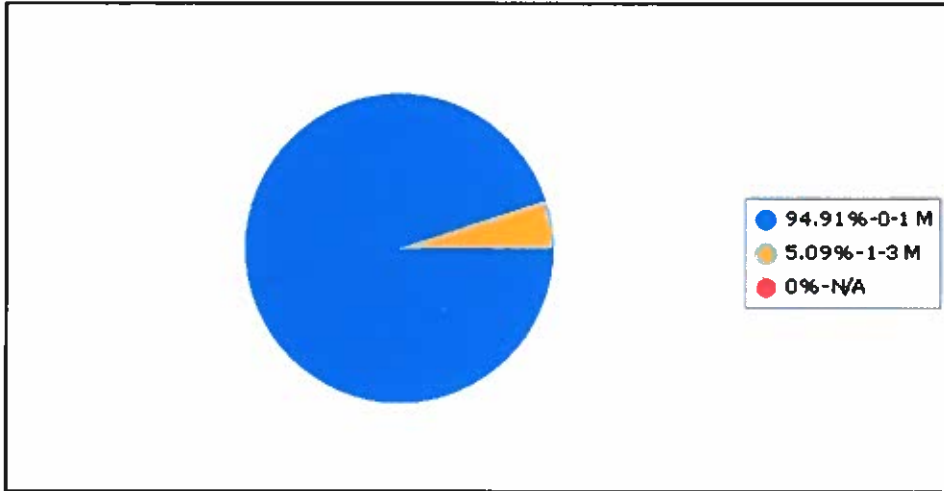


Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

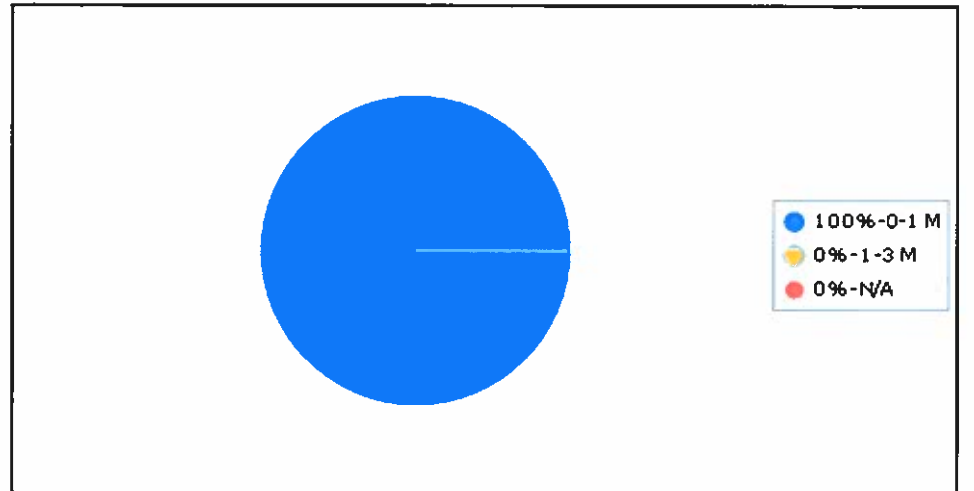
Begin Date: 12/31/2021, End Date: 3/31/2022

Maturity Range Allocation				
Maturity Range	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
0-1 Month	653,341,220.84	94.91	809,557,874.46	100.00
1-3 Months	35,048,804.00	5.09	0.00	0.00
N/A	24,352.88	0.00	22,517.01	0.00
Total / Average	688,414,377.72	100.00	809,580,391.47	100.00

Portfolio Holdings as of 12/31/2021



Portfolio Holdings as of 3/31/2022



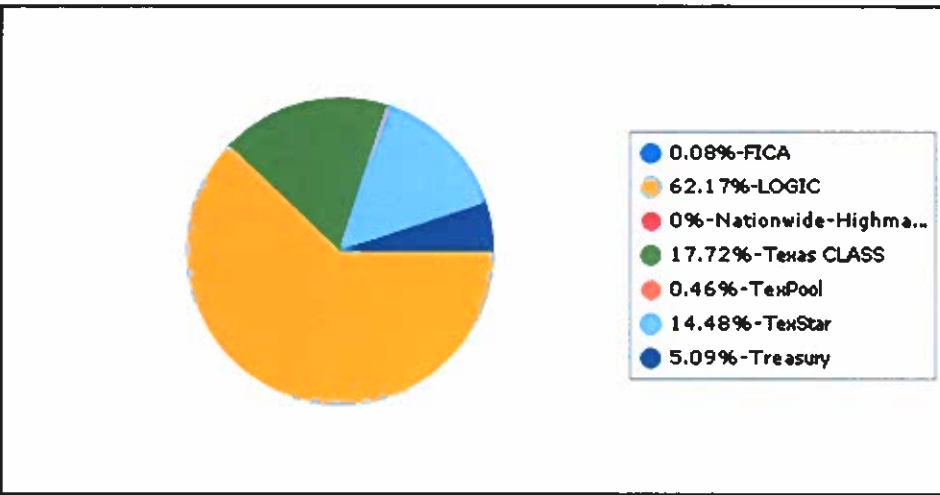


Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

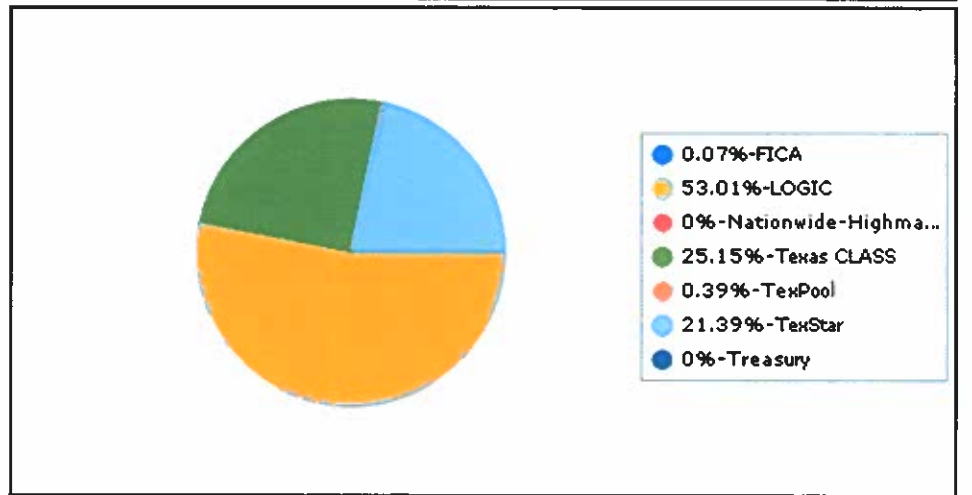
Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
FICA	529,556.24	0.08	529,634.47	0.07
LOGIC	427,993,347.92	62.17	429,151,631.54	53.01
Nationwide-Highmark Bond	24,352.88	0.00	22,517.01	0.00
Texas CLASS	121,993,917.12	17.72	203,571,482.36	25.15
TexPool	3,140,918.98	0.46	3,141,581.37	0.39
TexStar	99,683,480.58	14.48	173,163,544.72	21.39
Treasury	35,048,804.00	5.09	0.00	0.00
Total / Average	688,414,377.72	100.00	809,580,391.47	100.00

Portfolio Holdings as of 12/31/2021



Portfolio Holdings as of 3/31/2022

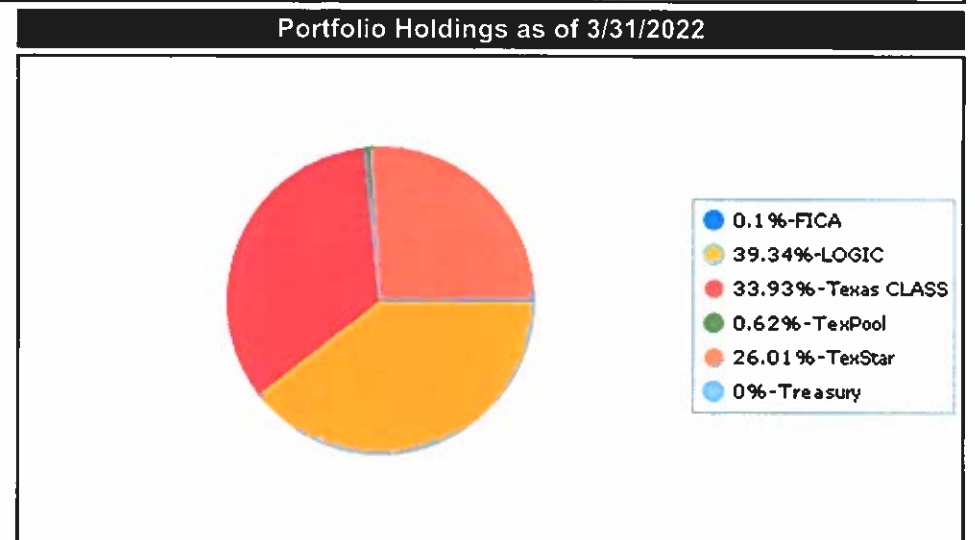
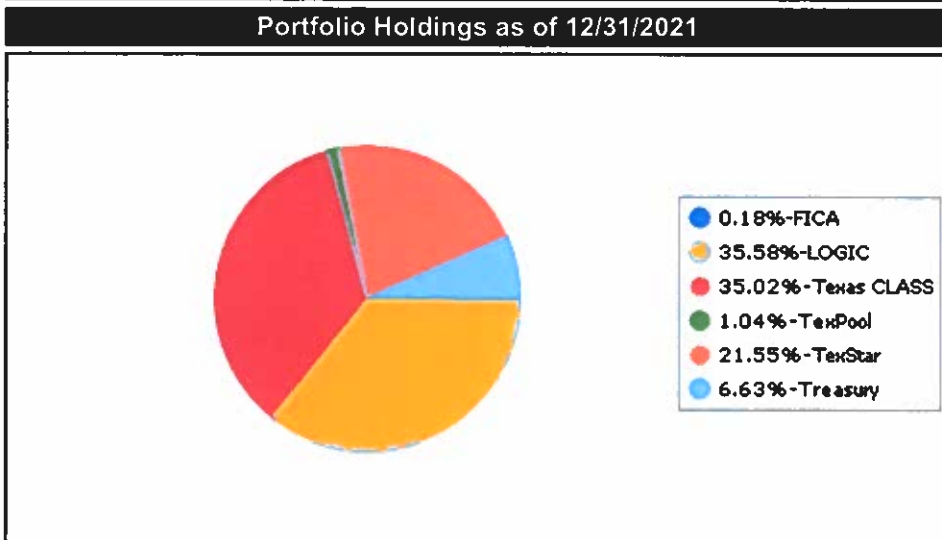




Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
FICA	529,556.24	0.18	529,634.47	0.10
LOGIC	107,503,879.58	35.58	200,758,792.85	39.34
Texas CLASS	105,803,581.63	35.02	173,161,328.14	33.93
TexPool	3,140,918.98	1.04	3,141,581.37	0.62
TexStar	65,115,335.63	21.55	132,725,782.22	26.01
Treasury	20,027,888.00	6.63	0.00	0.00
Total / Average	302,121,160.06	100.00	510,317,119.05	100.00

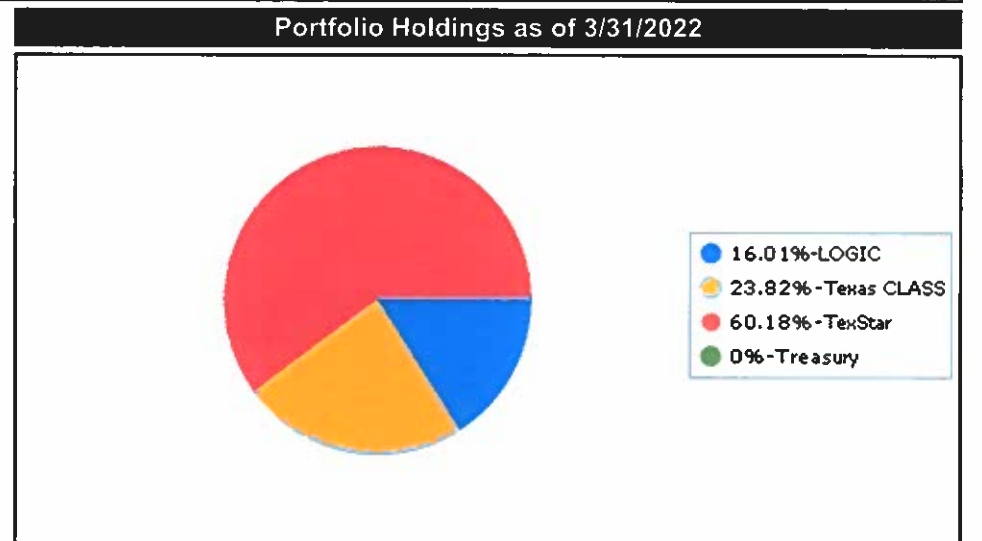
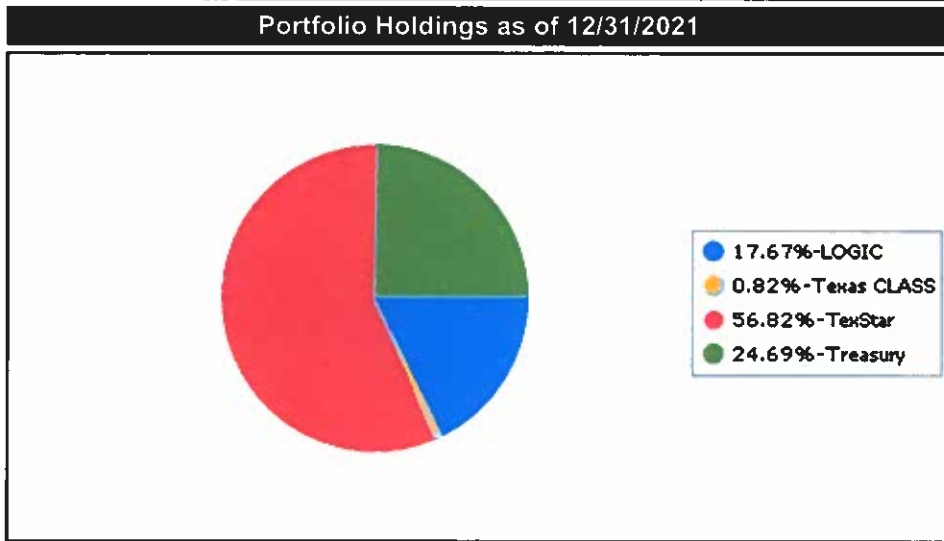




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
LOGIC	10,751,311.13	17.67	10,755,278.26	16.01
Texas CLASS	498,119.20	0.82	16,003,550.75	23.82
TexStar	34,568,144.95	56.82	40,437,762.50	60.18
Treasury	15,020,916.00	24.69	0.00	0.00
Total / Average	60,838,491.28	100.00	67,196,591.51	100.00



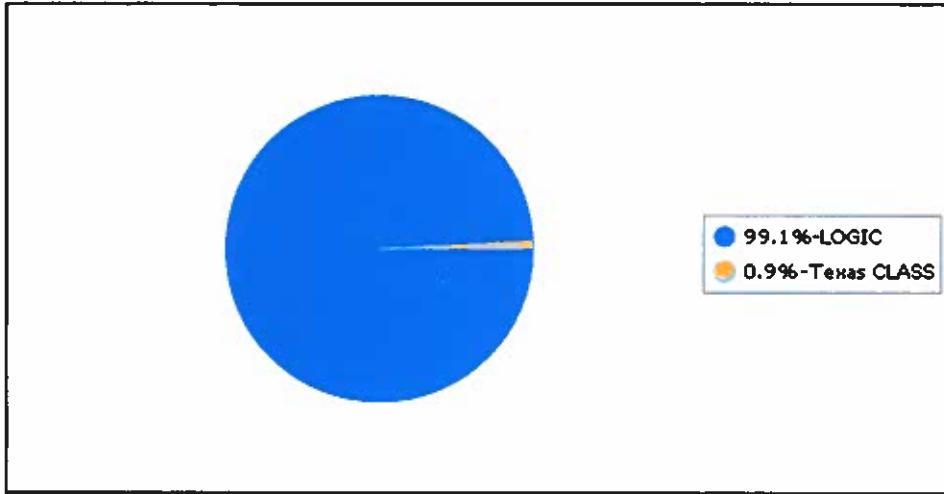


**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

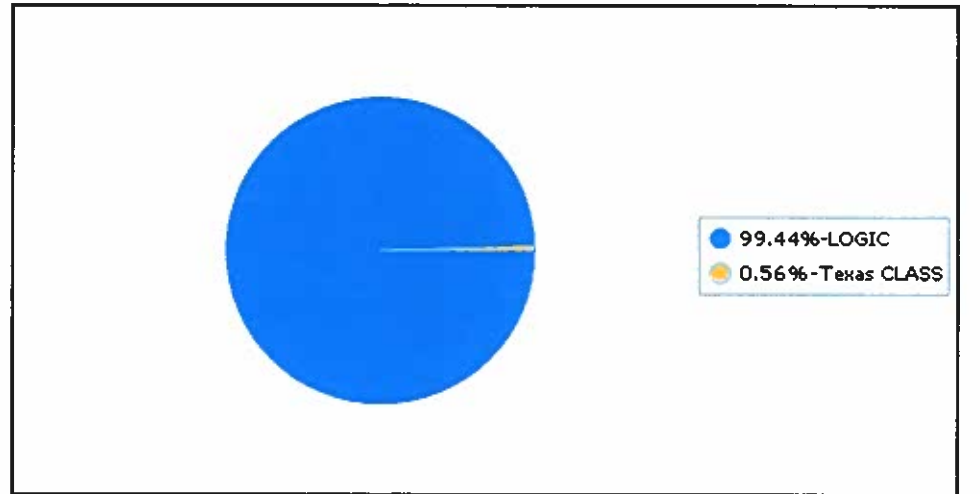
Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
LOGIC	227,771,467.70	99.10	132,723,606.82	99.44
Texas CLASS	2,078,659.80	0.90	744,007.23	0.56
Total / Average	229,850,127.50	100.00	133,467,614.05	100.00

Portfolio Holdings as of 12/31/2021



Portfolio Holdings as of 3/31/2022

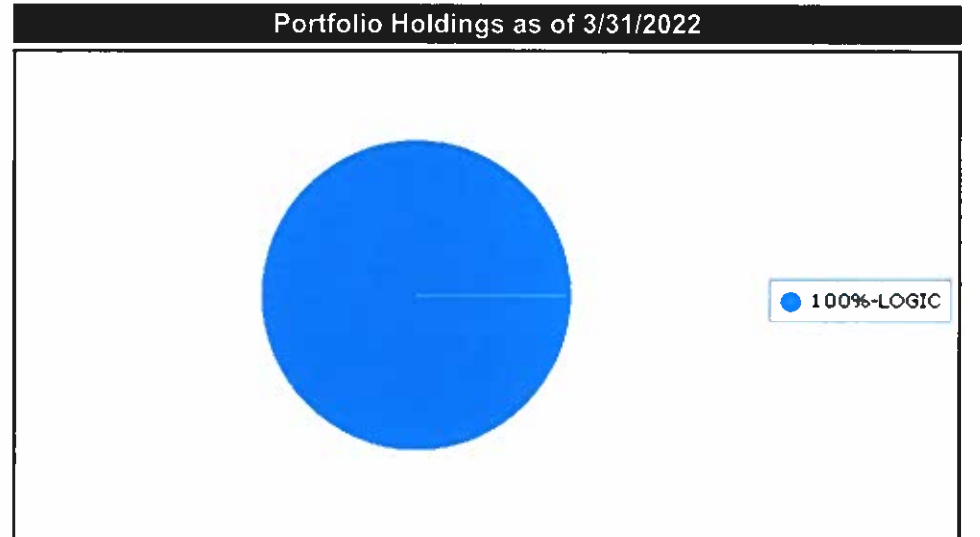
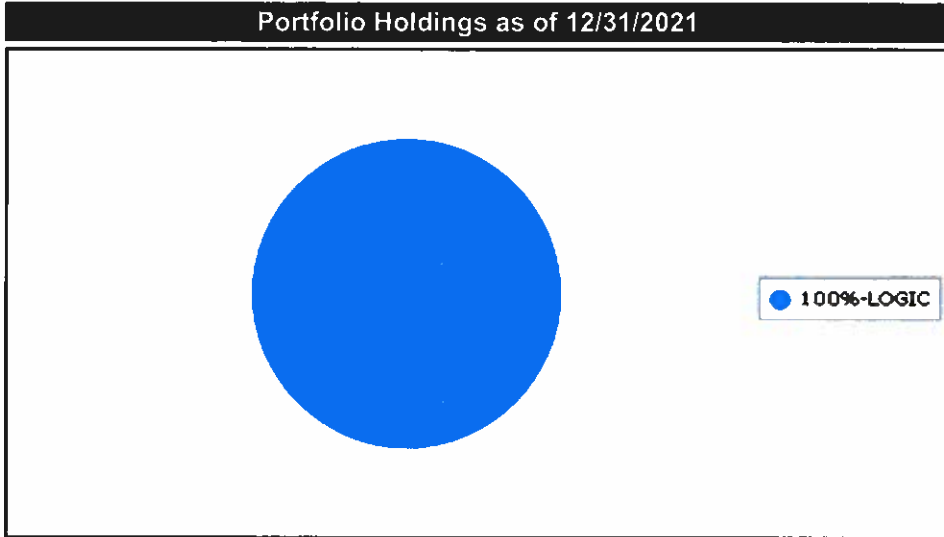




Fort Worth Independent School District Distribution by Issuer - Market Value Real Estate Proceeds

Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
LOGIC	43,069,394.85	100.00	39,026,224.29	100.00
Total / Average	43,069,394.85	100.00	39,026,224.29	100.00

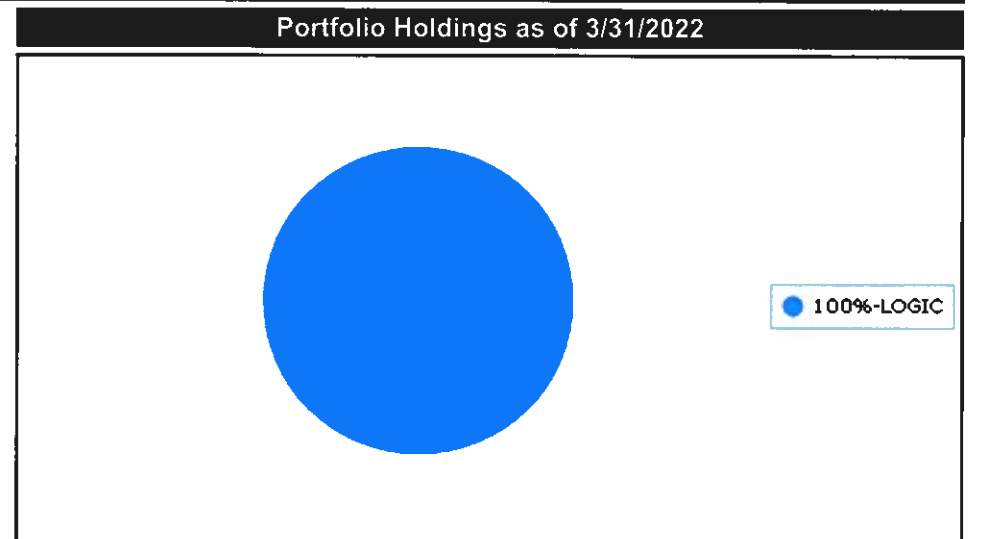
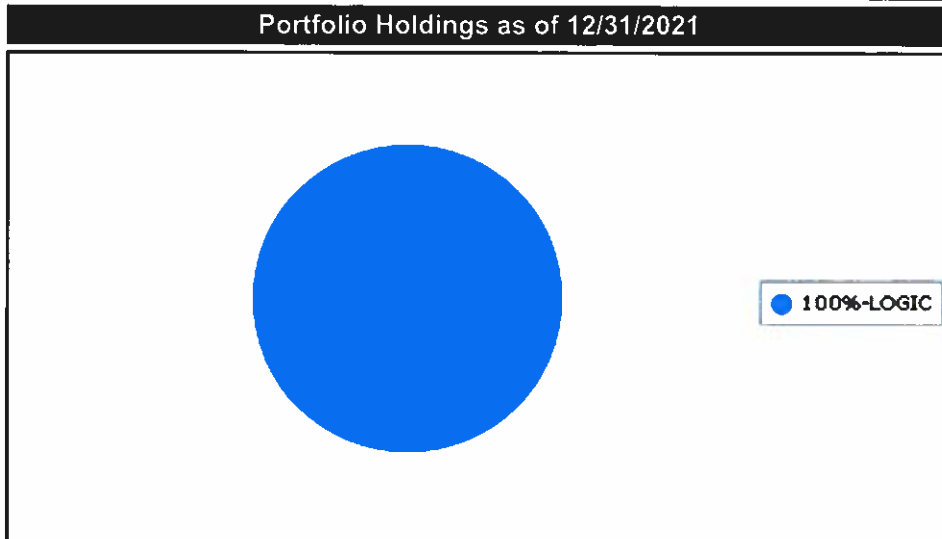




Fort Worth Independent School District Distribution by Issuer - Market Value TRE FUND

Begin Date: 12/31/2021, End Date: 3/31/2022

Issuer Allocation				
Issuer	Market Value 12/31/2021	% of Portfolio 12/31/2021	Market Value 3/31/2022	% of Portfolio 3/31/2022
LOGIC	38,897,294.66	100.00	45,887,729.32	100.00
Total / Average	38,897,294.66	100.00	45,887,729.32	100.00





Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	138,429.05	100.00	138,429.05	0.02%	NR	1
TXCLASS0011	138,429.05	0.29	138,429.05	0.29		0.00	NR	0
			138,429.05		138,429.05	0.02%		1
Sub Total Agency Campus Funds	138,429.05	0.29	138,429.05	0.29		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	3,790,071.88	100.00	3,790,071.88	0.47%	S&P-AA+	1
TXCLASS0005	3,790,071.88	0.29	3,790,071.88	0.29		0.00	NR	0
			3,790,071.88		3,790,071.88	0.47%		1
Sub Total Campus Activity Fund	3,790,071.88	0.29	3,790,071.88	0.29		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	132,723,606.82	100.00	132,723,606.82	16.39%	NR	1
LOGIC13006	132,723,606.82	0.25	132,723,606.82	0.25		0.00	NR	0
			133,467,614.05		133,467,614.05	16.48%		1
Sub Total CIP-2017 BOND FUND	133,467,614.05	0.25	133,467,614.05	0.25		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	8,299,881.24	100.00	8,299,881.24	1.03%	S&P-AA+	1
TXCLASS0002	8,299,881.24	0.29	8,299,881.24	0.29		0.00	NR	0
			8,299,881.24		8,299,881.24	1.03%		1
Sub Total Food Service Fund	8,299,881.24	0.29	8,299,881.24	0.29		0.00		0
General Operating Fund								
FICA MM		2/8/2016	529,634.47	100.00	529,634.47	0.07%	NR	1
FICA9057-GO	529,634.47	0.08	529,634.47	0.08		0.00	NR	0
			200,758,792.85		200,758,792.85	24.8%		1
LOGIC LGIP		9/25/2014	200,758,792.85	100.00	200,758,792.85	24.8%	NR	1
LOGIC13001	200,758,792.85	0.25	200,758,792.85	0.25		0.00	NR	0



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		5/31/2010	173,161,328.14	100.00	173,161,328.14	21.39%	S&P-AA+	1
TXCLASS0001	173,161,328.14	0.29	173,161,328.14	0.29		0.00	NR	0
TexPool LGIP		6/30/2010	3,141,581.37	100.00	3,141,581.37	0.39%	S&P-AA+	1
TEXPOOL00001	3,141,581.37	0.15	3,141,581.37	0.15		0.00	NR	0
TexStar LGIP		5/31/2010	132,725,782.22	100.00	132,725,782.22	16.39%	S&P-AA+	1
TEXSTAR11110	132,725,782.22	0.11	132,725,782.22	0.11		0.00	NR	0
			510,317,119.05		510,317,119.05	63.04%		1
Sub Total General Operating Fund	510,317,119.05	0.22	510,317,119.05	0.22		0.00		0
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,755,278.26	100.00	10,755,278.26	1.33%	NR	1
LOGIC13003	10,755,278.26	0.25	10,755,278.26	0.25		0.00	NR	0
Texas CLASS LGIP		5/31/2010	16,003,550.75	100.00	16,003,550.75	1.98%	S&P-AA+	1
TXCLASS0003	16,003,550.75	0.29	16,003,550.75	0.29		0.00	NR	0
TexStar LGIP		5/31/2010	40,437,762.50	100.00	40,437,762.50	4.99%	S&P-AA+	1
TEXSTAR33330	40,437,762.50	0.11	40,437,762.50	0.11		0.00	NR	0
			67,196,591.51		67,196,591.51	8.3%		1
Sub Total Interest & Sinking Debt Service Fund	67,196,591.51	0.17	67,196,591.51	0.17		0.00		0
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	39,026,224.29	100.00	39,026,224.29	4.82%	NR	1
LOGIC13007	39,026,224.29	0.25	39,026,224.29	0.25		0.00	NR	0
			39,026,224.29		39,026,224.29	4.82%		1
Sub Total Real Estate Proceeds	39,026,224.29	0.25	39,026,224.29	0.25		0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	10.18	22,517.01	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-928.99	NR	
Texas CLASS LGIP		4/24/2014	558,359.00	100.00	558,359.00	0.07%	S&P-AA+	1
TXCLASS0008	558,359.00	0.29	558,359.00	0.29		0.00	NR	0



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Sub Total Scholarships	560,570.89	0.29	581,805.00	0.29	580,876.01	0.07%		1
						-928.99		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	875,855.07	100.00	875,855.07	0.11%	NR	1
TXCLASS0010	875,855.07	0.29	875,855.07	0.29		0.00	NR	0
			875,855.07		875,855.07	0.11%		1
Sub Total Student Activity Funds	875,855.07	0.29	875,855.07	0.29		0.00		0
TRE FUND								
LOGIC LGIP		3/8/2018	45,887,729.32	100.00	45,887,729.32	5.67%	NR	1
LOGIC13005	45,887,729.32	0.25	45,887,729.32	0.25		0.00	NR	0
			45,887,729.32		45,887,729.32	5.67%		1
Sub Total TRE FUND	45,887,729.32	0.25	45,887,729.32	0.25		0.00		0
			809,581,320.46		809,580,391.47	100.00%		1
TOTAL PORTFOLIO	809,560,086.35	0.23	809,581,320.46	0.23		-928.99		0

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: **APPROVE ATTENDANCE BOUNDARY ADJUSTMENTS FOR THE WESTPARK RELIEF ELEMENTARY SCHOOL**

BACKGROUND:

In November 2021, voters approved a \$1.2 billion bond packing for the renovation of District middle schools, the construction of a new elementary school – Westpark Relief, and the construction of three (3) new replacement elementary schools. On March 22, 2022, the Board approved authorization to enter into a contract with a general contractor for the construction of the Westpark Relief Elementary School. The District has provided multiple opportunities for stakeholders to provide feedback regarding attendance boundary options for the new school. After consideration of stakeholder input, the following attendance boundary adjustments are being recommended to maximize the utilization our facilities in an efficient and effective manner. These recommendations will be implemented for the 2023-2024 school year.

Boundary	Choice Zone	Approximate Number of Students Impacted	
City Limit as Boundary	Rolling Hills Dr.	Westpark ES	520
		Relief School	433

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School
2. Decline to Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School

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:

Westpark Elementary School
Capital Improvement Programs
School Leadership
District Operations

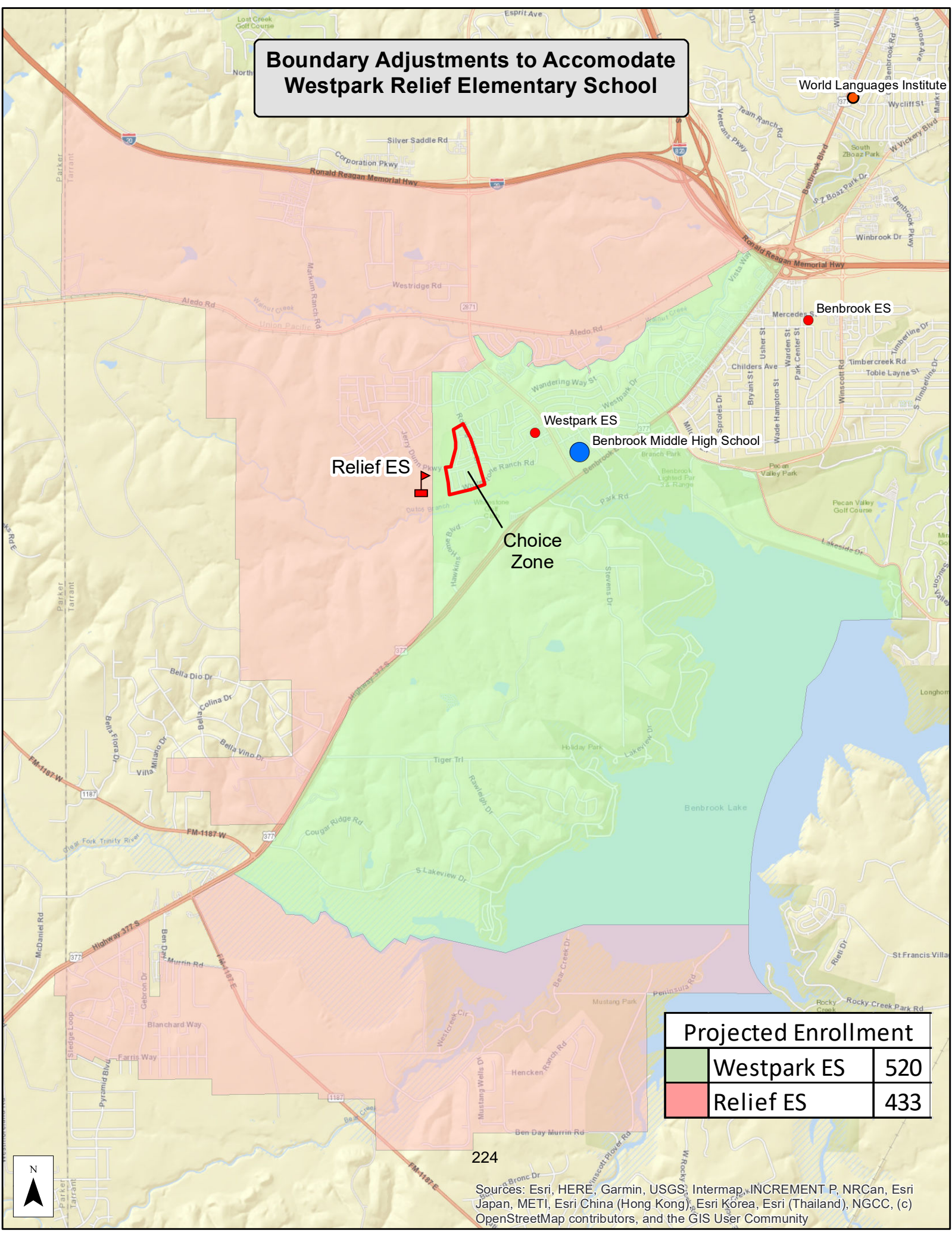
RATIONALE:

The attendance boundary change will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Karen C. Molinar
Jerry Moore
Joseph Coburn

Boundary Adjustments to Accomodate Westpark Relief Elementary School



Projected Enrollment		
	Westpark ES	520
	Relief ES	433

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE REPLACEMENT ELEMENTARY CAMPUS SITES FOR THE 2021 BOND PROGRAM

BACKGROUND:

In November 2021, voters approved a \$1.2 billion bond packing for the renovation of District middle schools, the construction of a new elementary school – Westpark Relief, and the construction of three new replacement elementary schools. The District has provided opportunities for stakeholder feedback regarding potential replacement elementary campus sites in the Dunbar, Eastern Hills, and South Hills school feeder patterns (pyramids). After consideration of enrollment, acreage, facility conditions, transition space, site logistics, community impact and stakeholder feedback, the following replacement elementary campus sites are being recommended to maximize the utilization of our facilities in an efficient and effective manner. Facility construction, school consolidations and associated attendance zone changes will be implemented on a phase-in timeline as indicated in the table below.

Campus	2021 Bond Program/Allocation	Timeline
Eastern Hills ES	Replacement Elementary #1/ \$ 44,733,186	Summer 2026
Maudrie M. Walton ES	Replacement Elementary #2/ \$ 44,733,186	Winter 2026
Worth Heights ES	Replacement Elementary #3/ \$ 44,733,186	Summer 2027

The phase-in approach allows time for planning, design, community engagement, and facility construction. Fort Worth ISD will continue to monitor school feeder patterns to improve academic program alignment from elementary school through middle school and high school, and address overcrowding and underutilization. School consolidations and associated attendance zone changes will be determined based on District enrollment trends, academic programs and facility needs in order to secure the best outcomes for students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement Elementary Campus Sites for the 2021 Bond Program
2. Decline to Approve Replacement Elementary Campus Sites for the 2021 Bond Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement Elementary Campus Sites for the 2021 Bond Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Maudrie M. Walton (Maude I. Logan, Christene C. Moss, A.M. Pate, Sunrise-McMillan)
 Eastern Hills ES (West Handley, East Handley, Meadowbrook ES, Sagamore Hill, Atwood
 McDonald, Bill J. Elliott, Lowery Road)
 Worth Heights (Greenbriar, Hubbard Heights, Richard J. Wilson, South Hills ES, Seminary Hills)
 Capital Improvement Programs
 School Leadership
 District Operations

RATIONALE:

The construction of three new replacement elementary campuses, school consolidations and associated attendance zone changes will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Karen C. Molinar
 Jerry Moore
 Joseph Coburn
 Vicki Burris

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Trustees approved authorization to enter into a construction contract for an addition/renovation at Arlington Heights High School (Job #002-102 / Bid #19-101) on June 11, 2019. The Furniture, Fixtures and Equipment (FF&E) for this project is purchased in phases as the addition/renovations in specific areas are complete.

On May 26, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the Arlington Heights High School addition/renovations project in an amount not-to-exceed of \$1,980,000. On November 11, 2021, the Board of Trustees authorized the purchase of additional furniture, fixtures, and equipment for the Arlington Heights High School addition/renovations project in an amount not-to-exceed \$302,000.

During the final phases of construction, there is additional FF&E needed to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures and Equipment for Arlington Heights High School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF&E) For Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program.
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF&E) For Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017 671-81-XXXX-B43-002-99-000-002102

COST:

Not-to-Exceed - \$35,000

VENDOR:

Meteor Education

PURCHASING MECHANISM:

Bid/RFP/RFQ

RFP 19-005

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	Arlington Heights High School
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RATIONALE:

The purchase of FF&E is necessary for the new addition and renovated spaces at Arlington Heights High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

Quote ID	Terms	Quote Contact	Site Contact
81195-02 04/26/2022	Net 30 Days Prices Good Through 06/24/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@proceedgroup.com

GLOBAL INDUSTRIES, INC. OMNIA/Region 4 - Zone 1 Installed R191810 Discount: 33.5% Install: 12% Freight: NET

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	2	25-401,~STD,~GLO,LGR,W417 Description: 4 DRAWER VERTICAL FILE W/ LOCK, LETTER SIZE * 2500 Series * 25"D x 15-3/20"W x 52"H * Metal finish * Lock Key: C-Keyed For Lock #W417 (qty 1 each) (srp \$.00) Metal Filing+St: LGR - Light Grey (qty 1 each) (srp \$.00)	\$494.00	\$328.51	\$657.02
2	2	25-401,~STD,~GLO,LGR,W432 Description: 4 DRAWER VERTICAL FILE W/ LOCK, LETTER SIZE * 2500 Series * 25"D x 15-3/20"W x 52"H * Metal finish * Lock Key: C-Keyed For Lock #W432 (qty 1 each) (srp \$.00) Metal Filing+St: LGR - Light Grey (qty 1 each) (srp \$.00)	\$494.00	\$328.51	\$657.02
3	2	25-401,~STD,~GLO,LGR,W433 Description: 4 DRAWER VERTICAL FILE W/ LOCK, LETTER SIZE * 2500 Series * 25"D x 15-3/20"W x 52"H * Metal finish * Lock Key: C-Keyed For Lock #W433 (qty 1 each) (srp \$.00) Metal Filing+St: LGR - Light Grey (qty 1 each) (srp \$.00)	\$494.00	\$328.51	\$657.02
4	1	GRB28,TUN Description: ROUND BASE * Swap Series * 28"Dia. x 28"H * Base finish BaseFinish: TUN - Tungsten (qty 1 each) (srp \$.00)	\$1,308.00	\$869.82	\$869.82
5	1	GRBTP42,WGY Description: ROUND TABLE TOP * Swap Series * 42"Dia. * Laminate finish Laminate: WGY Willow Grey (qty 1 each) (srp \$.00)	\$438.00	\$291.27	\$291.27
6	1	GRT6TP,WGY Description: RECTANGULAR TOP * Swap Series * 36"D x 72"W x 1"H * Laminate finish * Two bases required Laminate: WGY Willow Grey (qty 1 each) (srp \$.00)	\$587.00	\$390.36	\$390.36
7	2	GSB19,TUN Description: SQUARE BASE * Swap Series * 19"D x 19"W x 28"H * Base finish BaseFinish: TUN - Tungsten (qty 1 each) (srp \$.00)	\$822.00	\$546.63	\$1,093.26
GLOBAL INDUSTRIES, INC. \$4,615.77					

GREAT OPENINGS OMNIA/Region 4 - Zone 1 Installed R191810 Discount: Net% Install: 12% Freight: NET

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	1	6YJ7	\$2,603.08	\$989.17	\$989.17

Quote ID	Terms	Quote Contact	Site Contact
81195-02 04/26/2022	Net 30 Days Prices Good Through 06/24/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: QUAD LOCKER * Trace Metal Locker * 18"D x 30"W x 65-7/8"H * 4 Doors * Metal Finish * Locks Front: S - Square, Satin Nickel Loop (qty 1 each) (srp \$.00) Metal Finish: 02X9 Silver Metallic (qty 1 each) (srp \$.00)			
2	4	LZ-S-C209-02X9	\$3,308.72	\$1,257.31	\$5,029.24
		Description: LEFT COAT DOOR BOOKCASE WARDROBE TOWER * Trace Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Laminate finish * Locks * Pull handles Front: S - Square, Satin Nickel Loop (qty 1 each) (srp \$.00) Paint: 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)			

GREAT OPENINGS \$6,018.41

KI	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 16.5%	Install: 17%	Freight: NET
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	3	DN3B11	\$741.40	\$619.07	\$1,857.21
		Description: DONI SLED BASE ARM CHAIR * Doni Stack Chair * 21-1/2" D x 22-1/4" W x 33-3/4" H * Seat Height 18" * Sled Base * Two-Tone Poly Finish * Upholstered Seat FrameFinish: Starlight Silver Metallic (qty 1 each) (srp \$.00) Option: Pallas Group 1: Pallas Deflect Raffia (qty 1 each) (srp \$.00) Option: Plastic Glides (qty 1 each) (srp \$.00) Outside/Inside: Cool Grey / Cottonwood (qty 1 each) (srp \$.00)			

KI \$1,857.21

NATIONAL OFFICE FURNITURE	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 40%	Install: 12%	Freight: NET
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	7	N15GR-KD-2-22171-C2	\$957.90	\$574.74	\$4,023.18
		Description: MESH BACK, ARMLESS, KNEE TILT, PLASTIC BASE * Mix-It Series * 26"D x 26-1/4"W x 39-1/2"-43-1/2"Adj. Ht. * Upholstered seat and mesh back * Black nylon base * Casters Casters: C2 - Soft Casters (qty 1 each) (srp \$.00) FabricGR2: 22171 - Sedona Fawn (qty 1 each) (srp \$.00) Pack: Tool-less knock down (qty 1 each) (srp \$.00)			
2	1	N36G4M-201-C56	\$1,175.23	\$705.14	\$705.14
		Description: GUEST STACKER (PACKAGE OF 4) * Ditto Series * 21-1/2"D x 22-1/4"W x 33-3/8"H * 18-3/8" Seat Ht. * Plastic seat and back * 15-gauge polished aluminum steel frame * Glides Glides: C56 - Soft Glide (qty 1 each) (srp \$.00) Shell: White (qty 1 each) (srp \$.00)			

230

NATIONAL OFFICE FURNITURE \$4,728.32

Quote ID	Terms	Quote Contact	Site Contact
81195-02 04/26/2022	Net 30 Days Prices Good Through 06/24/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@proceedgroup.com

SMITH SYSTEM MANUFACTURING OMNIA/Region 4 - Zone 1 Installed R191810 Discount: Net% Install: 8% Freight: NET

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	4	11855 Description: FLAVORS MOBILE STACK CHAIR * Flavors Series * 22"D x 20"W x 31"H * 18" seat height * Shell finish * Frame finish FrameFinish: Chrome (qty 1 each) (srp \$.00) Shell: Charcoal (qty 1 each) (srp \$.00)	\$204.40	\$135.93	\$543.72
2	4	26160D Description: CASCADE TEACHER DESK SINGLE BULLET, B/B/F LEFT * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" thick laminate top * 4 MM T-mold edge * T-mold edge * Frame finish * Steel construction * Casters included Cascade Edge: R - Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)	\$1,187.56	\$789.73	\$3,158.92
3	2	26161D Description: CASCADE TEACHER DESK SINGLE BULLET, B/B/F RIGHT * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" thick laminate top * 4 MM T-mold edge * Frame finish * Steel construction * Casters included Cascade Edge: R - Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)	\$1,187.56	\$789.73	\$1,579.46
4	1	26161D Description: CASCADE TEACHER DESK SINGLE BULLET, B/B/F RIGHT * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" thick laminate top * 4 MM T-mold edge * Frame finish * Steel construction * Casters included Cascade Edge: R - Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)	\$1,187.80	\$789.89	\$789.89

SMITH SYSTEM MANUFACTURING \$6,071.99

TOTALS	
Product:	\$23,291.70
Install:	\$2,644.99
Freight:	\$6,112.78
[---] Sales Tax at 8.250%:	\$0.00
Total:	\$32,049.47

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. **Prices good through 06/24/2022.**

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature

Date

METEOR EDUCATION

MeTEOR Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Customer Quick Quote (Quote #81195-02)

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Site:
Arlington Heights High School
4501 West Fwy
Fort Worth, TX 76107

Quote ID	Terms	Quote Contact	Site Contact
81195-02 04/26/2022	Net 30 Days Prices Good Through 06/24/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

METEOR EDUCATION

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Quote ID	Terms	Quote Contact	Site Contact
81195-02 04/26/2022	Net 30 Days Prices Good Through 06/24/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedegroup.com

TERMS AND CONDITIONS OF SALE

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean MeTEOR Education. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

GENERAL SALES POLICY: No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. MeTEOR Education reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to MeTEOR Education at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Prepay Requirements for non-publicly funded entities:

- <\$25,000 100% prepay
- \$25,001-\$125,000 50% to order, 50% Net 30 from invoice date
- +\$125,001 35% to order, 35% at delivery, 30% Net 30 from invoice date

Any order over \$5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

RETURNED GOODS: Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

CANCELLED ORDERS: Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

ORDER CHANGES: Any change to your order must be in a written change order.

TAXES: Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

BONDING: Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

TERMS: MeTEOR Education will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay interest on the balance of any late payment, in accordance with the Texas Prompt Payment Act.

DROP-SHIP OR INSIDE DELIVERY ONLY:

- Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.
- The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

INSTALLED PRODUCT & SERVICES: Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location MeTEOR Education will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. MeTEOR Education will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

WARRANTY: All products carry their manufacturer's standard warranty. Please contact your local representative for details.

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH TURNER CONSTRUCTION COMPANY, FOR JOB #004-201 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 a Construction Manager at Risk, Turner Construction Company, for pre-construction services for Job #004-201 Construction Manager at Risk (CMAR) Request for Qualifications ((RFQ) #19-044), Diamond Hill-Jarvis High School. On June 11, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included a Science Classroom Addition: Science classrooms, Laboratories, General classrooms, Circulation, Restrooms and Support Spaces, The Junior Reserve Officer’s Training Corps (JROTC) Addition that included a Horticulture classroom, the Renovated and Repurposed existing spaces to accommodate 21st century learning, and spaces for Career and Technical Education programs (CTE), and Extensive renovations to the existing library. The scope also included relocation/demolishing of a few portables, small parking area addition to the existing parking lot and a detention area related to the overall drainage design of the campus.

Original Contract with Guaranteed Maximum Price:	\$24,675,515.00	Original Substantial Completion Date:	July 22, 2021
Final Deductive Change Order:	(\$366,601.19)	Substantial Completion Date Increased:	70 days
Final Contract Amount:	\$24,308,913.81	Final Substantial Completion Date:	September 30, 2021
Previously Paid:	(23,374,459.95)		
Final Payment Due:	\$931,111.36		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Turner Construction Company for Job #004-201 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Turner Construction Company for Job #004-201 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Closeout of the Contract with Turner Construction Company for Job #004-201 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:

\$931,111.36

VENDOR:

Turner Construction Company

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	Diamond Hill-Jarvis High School
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RATIONALE:

Turner Construction Company has completed all work as required per the terms of their Contract for renovations at Diamond Hill-Jarvis High School. The work has been inspected by RPGA Design Group and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH DWW ABATEMENT, INC. FOR JOB #006-202 COMPETITIVE SEALED PROPOSAL ((CSP) #19-002) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CIP) Competitive Sealed Proposal ((CSP) 19-002).

On December 10, 2019, the Board of Education approved entering a contract for JOC HAZMAT Abatement Services at Eastern Hills High School with DWW ABATEMENT, Inc. in an amount not-to-exceed of \$880,000. During the additional demolition taking place which began in mid-March 2020, a large amount of CMU texture, and other asbestos material were discovered. On June 23, 2020, The Board of Education approved additional spending authority for JOC HAZMAT abatement services for this project.

Purchase Order Number	32000182	32100013	32200043	Total
Original Contract Amount:	\$728,173.96	\$419,202.80	\$143,663.88	\$1,291,040.64
Final Deductive Change Order:	(\$1.00)	(\$37,000.00)	(\$12,680.00)	(\$49,681.00)
Final Contract Amount:	\$728,172.96	\$382,202.80	\$130,983.88	\$1,241,359.64
Previously Paid:	(\$691,764.31)	(\$363,092.66)	(\$124,434.69)	(\$1,179,291.66)
Final Retainage Payment Due:	\$36,408.65	\$19,110.14	\$6,549.19	\$62,067.98

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with DWW ABATEMENT, Inc., for Job #006-202 Competitive Sealed Proposal ((CSP) #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with DWW ABATEMENT, Inc., for Job #006-202 Competitive Sealed Proposal ((CSP) #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$62,067.98

VENDOR:

DWW ABATEMENT, Inc.

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program	Eastern Hills High School
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RATIONALE:

DWW ABATEMENT Inc., has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement. The work has been inspected by ERC Environmental & Construction Services, Inc. and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR GEOTECHNICAL 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 22-045) entitled “Geotechnical Engineering Services for the 2021 Capital Improvement Program” with the following schedule of events:

Event	Date
RFQ Issued	March 14, 2022
Deadline for Submission of Questions	March 23, 2022
Statements of Qualifications Due	March 29, 2022
Selection Notification	May 25, 2022

On March 29, 2022, the District received 17 Statements of Qualifications (SOQs) from firms in response to the RFQ. All 17 SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Alliance Geotechnical Group, Inc.	HVJ-North Texas – Chelliah Consultants, Inc. (HVJ)
Alpha Testing, Inc.	JRB Engineering, LLC
Braun Intertec Corporation	Mas-Tek Engineering & Associates, Inc.
CMJ Engineering & Testing, Inc.	Millennium Engineers Group, Inc.
ECS Southwest, LLP	Professional Services Industries, Inc. (PSI)
ETTL Engineers & Consultants, Inc.	RABA Kistner, Inc.
Fugro USA Land, Inc.	Rone Engineering Services, Ltd.
Giles Engineering Associates, Inc.	Terracon Consultants, Inc.
Globe Engineers, Inc.	

The evaluation resulted in the recommendation of the top seven (7) firms for geotechnical 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 construction materials testing 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 Geotechnical Engineering Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Geotechnical 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 Geotechnical Engineering Services for the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-G38-XXX-99-000-XXXXXX

COST:

Not to Exceed \$2,000,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

*Denotes HUB Firm

Alliance Geotechnical Group, Inc.*	Globe Engineers, Inc.*
Terracon Consultants, Inc.	Professional Services Industries, Inc. (PSI)
Alpha Testing, Inc.	Mas-Tek Engineering & Associates, Inc.*
Fugro USA Land, Inc.	

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-045

Number of Bid/Proposals Received: 17

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:

Geotechnical 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
Geotechnical Engineering Services
RFQ# 22-045**

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	
Alliance Geotechnical Group, Inc.	HUB	6.33	23.00	18.67	19.00	16.25	3.33	3.00	89.58	1.00
Alpha Testing, LLC		6.67	23.67	18.67	18.33	8.50	4.96	3.00	83.80	3.00
Braun Intertec Corporation		6.00	21.67	18.33	17.33	6.00	1.46	3.00	73.79	15.00
CMJ Engineering and Testing, Inc.		5.67	22.00	17.00	17.67	9.00	5.00	3.00	79.34	8.00
ECS Southwest, LLP		4.67	19.33	17.33	17.67	8.00	3.08	3.00	73.08	16.00
ETTL Engineeris & Consultants, Inc.	HUB	5.33	20.00	16.00	17.67	12.50	1.67	3.00	76.17	11.00
Fugro USA Land, LLC		6.00	23.67	18.00	18.67	9.50	4.83	3.00	83.67	4.00
Giles Engineering Associates Inc.		6.33	19.33	17.33	18.00	7.75	5.00	3.00	76.74	10.00
Globe Engineers, Inc.	HUB	5.67	22.67	17.67	18.33	12.75	2.83	3.00	82.92	5.00
HVJ North Texas- Chelliah Consultants,	HUB	5.67	19.67	17.33	17.67	12.50	3.25	1.50	77.59	9.00
JRB Engineering, LLC	HUB	5.33	17.67	16.67	17.00	12.75	5.00	1.50	75.92	12.00
Mas-Tek Engineering & Associates, Inc.	HUB	6.33	22.00	18.67	19.33	11.75	2.83	1.00	81.91	7.00
Millennium Engineers Group, Inc.	HUB	4.67	18.00	16.00	17.00	6.00	3.08	3.00	67.75	17.00
Professional Services Industries Inc.		6.33	22.33	19.00	19.00	9.75	5.00	1.50	82.91	6.00
RABA Kistner		5.33	19.00	17.33	17.33	8.25	4.83	3.00	75.07	13.00
Rone Engineering Services, Ltd		6.00	22.67	17.33	19.00	7.75	1.67	0.00	74.42	14.00
Terracon Consultants, Inc.		7.00	24.67	18.67	18.67	9.75	3.33	2.00	84.09	2.00

CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR SURVEYING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-046) entitled “Surveying Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFQ Issued	March 14, 2022
Deadline for Submission of Questions	March 23, 2022
Statements of Qualifications Due	March 30, 2022
Selection Notification	May 25, 2022

On March 30, 2022, the District received eight (8) Statements of Qualifications (SOQs) from firms in response to the RFQ. All eight SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Arredondo, Zepeda, and Brunz, LLC	JRB Engineering, LLC
Criado & Associates, Inc.	PJB Surveying, LLC
Gonzalez & Schneeberg, Engineers & Surveyors, Inc.	Surveying & Mapping, LLC
Halff Associates, Inc.	Teague Nall and Perkins, Inc.

The evaluation resulted in the recommendation of all eight (8) firms for surveying 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 construction materials testing 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 Surveying Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Surveying Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-S38-XXX-99-000-XXXXXX

COST:

Not-to-Exceed \$1,000,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

Arredondo, Zepeda, and Brunz, LLC*	JRB Engineering, LLC*
Criado & Associates, Inc.*	PJB Surveying, LLC*
Gonzalez & Schneeberg, Engineers & Surveyors, Inc.*	Surveying & Mapping, LLC
Halff Associates, Inc.	Teague Nall and Perkins, Inc.

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-046

Number of Bid/Proposals Received: 8

HUB Firms: 5

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:

Surveying 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
Surveying Services
RFQ# 22-046**

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	
Arredondo, Zepeda, and Brunz, LLC	HUB	6.00	19.33	17.33	18.33	12.75	1.67	3.00	78.41	4.00
Criado & Associates, Inc.	HUB	5.33	19.33	17.00	18.33	12.75	0.00	3.00	75.74	6.00
Gonzalez & Schneeberg, Engineers & Surveyors, Inc.	HUB	4.67	17.33	16.67	17.33	12.50	3.25	0.00	71.75	8.00
Half Associates, Inc.		6.00	20.00	18.33	19.00	11.25	3.33	3.00	80.91	2.00
JRB Engineering, LLC	HUB	5.67	19.00	17.67	17.33	12.00	1.08	1.50	74.25	7.00
PJB Surveying, LLC	HUB	5.00	19.33	17.00	17.33	10.00	5.00	2.50	76.16	5.00
Surveying and Mapping, LLC		5.67	20.00	16.67	18.00	10.75	5.00	3.00	79.09	3.00
Teague Nall and Perkins, Inc.		6.67	23.67	19.67	19.67	8.75	4.50	2.50	85.43	1.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR ENVIRONMENTAL AND HAZMAT CONSULTANT SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-047) entitled “Environmental and Hazmat Consultant Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFQ Issued	March 28, 2022
Deadline for Submission of Questions	April 6, 2022
Statements of Qualifications Due	April 12, 2022
Selection Notification	May 25, 2022

On April 12, 2022, the District received 14 Statements of Qualifications (SOQs) from firms in response to the RFQ. All 14 SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Alpha Testing, LLC	Millennium Engineers Group, Inc.
Ensolum, LLC	PASS Associates, Inc.
ERC Environmental & Construction Services, Inc.	Precision Environmental Services, LLC
Farmer Environmental Group, LLC	Primera Professional Services Group, LLC
Icon Environmental Consultants	Raba Kistner, Inc.
Professional Services Industries, Inc.	Terracon Consultants, Inc.
Lynn Clark Associates, Inc.	The Vertex Companies, LLC

The evaluation resulted in the recommendation of the top 12 firms for environmental and HAZMAT consultant 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 construction materials testing 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 Environmental and HAZMAT Consultant Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Environmental and HAZMAT Consultant Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-H38-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 and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

Icon Environmental Consultants*	Professional Services Industries, Inc.	Terracon Consultants, Inc.
PASS Associates, Inc.*	Lynn Clark Associates, Inc.*	ERC Environmental & Construction Services, Inc.
Primera Professional Services Group, LLC	Ensolum, LLC	Alpha Testing, LLC
The Vertex Companies, LLC	Precision Environmental Services, LLC*	Raba Kistner, Inc.

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-047

Number of Bid/Proposals Received: 14

HUB Firms: 5

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:

Environmental and HAZMAT consultant 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
Environmental & HAZMAT Consultant Services
RFQ# 22-047**

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	
Alpha Testing, LLC		7.00	23.33	19.00	19.33	8.00	3.25	3.00	82.91	5.00
Ensolum, LLC		5.33	20.00	17.67	18.67	8.50	5.00	3.00	78.17	10.00
ERC Environmental & Construction Ser		6.33	22.33	17.33	18.33	9.25	4.71	3.00	81.28	9.00
Farmer Environmental Group, LLC		5.33	20.00	16.00	18.33	7.00	3.33	3.00	72.99	13.00
Icon Environmental Consultants	HUB	6.33	23.67	18.00	18.33	14.25	3.00	3.00	86.58	1.00
Professional Services Industries, Inc.		7.00	23.33	18.00	19.33	10.25	3.33	1.50	82.74	7.00
Lynn Clark Associates, Inc.	HUB	6.00	22.67	18.33	19.00	11.50	4.92	2.50	84.92	3.00
Millennium Engineers Group, Inc.	HUB	4.67	19.67	16.00	17.33	6.00	1.67	3.00	68.34	14.00
PASS Associates, Inc.	HUB	5.00	21.33	16.67	18.00	13.00	5.00	3.00	82.00	8.00
Precision Environmental Services, LLC	HUB	5.33	20.67	18.33	19.00	13.75	4.75	1.00	82.83	6.00
Primera Professional Services Group, LL		6.67	23.00	19.33	19.33	9.50	5.00	1.50	84.33	4.00
Raba Kistner, Inc.		5.00	21.33	18.00	18.33	7.75	3.33	3.00	76.74	12.00
Terracon Consultants, Inc		7.00	23.67	19.00	19.67	9.50	5.00	2.00	85.84	2.00
The Vertex Companies, LLC		5.33	20.33	17.33	18.67	8.25	4.67	3.00	77.58	11.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR ROOF CONSULTING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-048) entitled “Roof Consulting Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFQ Issued	March 28, 2022
Deadline for Submission of Questions	April 6, 2022
Statements of Qualifications Due	April 13, 2022
Selection Notification	May 25, 2022

On April 13, 2022, the District received 11 Statements of Qualifications (SOQs) from firms in response to the RFQ. All 11 SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Amtech Solutions, Inc.	Lerch Bates
Armko Industries, Inc.	Millennium Engineers Group, Inc.
The CA Building Sciences Group, Inc.	Terracon Consultants, Inc.
The Chadwell Group, LP	Wharry Engineering
Contractors Plus Roofing & Construction, LLC	Wiss, Janney, Elstner Associates, Inc.
ECS Southwest, LLP	

The evaluation resulted in the recommendation of the top seven (7) firms for roof consulting 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 construction materials testing 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 Roof Consulting Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Roof Consulting Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-R38-XXX-99-000-XXXXXX

COST:

Not-to-Exceed \$1,500,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

The Chadwell Group, LP*	Wiss, Janney, Elstner Associates, Inc.
Terracon Consultants, Inc.	ECS Southwest, LLP
Armko Industries, Inc.	The CA Building Sciences Group, Inc.
Amtech Solutions, Inc.	

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-048

Number of Bid/Proposals Received: 11

HUB Firms: 3

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:

Roof consulting 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
Roof Consulting
RFQ# 22-048**

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	
Amtech Solutions, Inc.		5.67	23.33	19.00	19.00	7.50	2.67	1.00	78.17	4.00
Armko Industries, Inc.		6.67	24.00	19.67	19.67	6.00	3.33	2.50	81.84	3.00
The CA Building Sciences Group, Inc.		5.00	21.33	17.33	19.00	2.00	3.29	1.00	68.95	7.00
The Chadwell Group, LP	HUB	6.00	23.00	19.00	18.33	11.00	3.33	3.00	83.66	1.00
Contractors Plus Roofing & Construction	HUB	4.67	15.67	15.00	18.33	10.50	3.33	0.00	67.50	8.00
ECS Southwest, LLP		6.00	18.33	16.67	18.67	6.00	1.67	3.00	70.34	6.00
Lerch Bates		5.00	16.33	16.67	18.33	4.50	0.00	2.50	63.33	10.00
Millennium Engineers Group, Inc.	HUB	5.00	9.67	12.67	13.33	7.00	0.00	3.00	50.67	11.00
Terracon Consultants, Inc.		7.00	23.00	19.33	19.67	6.00	5.00	2.00	82.00	2.00
Wharry Engineering		4.67	18.33	17.67	18.33	4.00	1.67	0.00	64.67	9.00
Wiss, Janney, Elstner Associates, Inc.		5.33	21.33	18.33	18.67	6.50	3.08	2.50	75.74	5.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR
MEP AND COMMISSIONING SERVICES FOR THE 2021 CAPITAL
IMPROVEMENT PROGRAM****

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-049) entitled “MEP and Commissioning Services for the 2021 Capital Improvement Program” with the following schedule of events:

Event	Date
RFQ Issued	April 4, 2022
Deadline for Submission of Questions	April 13, 2022
Statements of Qualifications Due	April 19, 2022
Selection Notification	May 25, 2022

On April 19, 2022, the District received ten (10) Statements of Qualifications (SOQs) from firms in response to the RFQ. All 10 SOQs submitted were deemed responsive and compliant with the RFQ requirements.

B&H Engineers, Inc.	LCCx, LLC
Campos Engineering, Inc.	Meza Engineering, Inc.
Delta-T Commissioning, Inc.	O’Connell Robertson
EMA Engineering & Consulting, Inc.	ReStl Engineers TX, LLC
Jones DBR Engineering Co., LLC	Summit Consultants, Inc.

The evaluation resulted in the recommendation of all 10 firms for MEP and commissioning 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 construction materials testing 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 MEP and Commissioning Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for MEP and Commissioning Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021	661-81-6629-C42-XXX-99-000-XXXXXX 661-81-6629-M38-XXX-99-000-XXXXXX
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COST:

Not-to-Exceed - \$1,700,000 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:

B&H Engineers, Inc.*	LCCx, LLC*
Campos Engineering, Inc.*	Meza Engineering, Inc.*
Delta-T Commissioning, Inc.	O’Connell Robertson*
EMA Engineering & Consulting, Inc.	ReStl Engineers TX, LLC
Jones DBR Engineering Co., LLC*	Summit Consultants, Inc.

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-049

Number of Bid/Proposals Received: 10

HUB Firms: 6

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:

MEP and commissioning 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
MEP & Commissioning Services
RFQ# 22-049**

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	
B&H Engineers, Inc	HUB	6.33	21.67	18.33	17.67	11.00	5.00	3.00	83.00	1.00
Campos Engineering, Inc	HUB	6.33	23.00	18.67	18.67	11.00	1.67	2.50	81.84	3.00
Delta-T Commissioning Inc		6.67	22.67	17.67	19.00	6.00	5.00	2.00	79.01	9.00
EMA Engineering & Consulting, Inc		6.33	24.33	19.33	19.00	7.00	4.96	2.00	82.95	2.00
Jones DBR Engineering Company, LLC	HUB	6.00	22.00	19.00	17.67	11.00	1.67	2.50	79.84	6.00
LCCx, LLC	HUB	5.67	21.00	18.67	18.00	11.00	5.00	0.00	79.34	7.00
Meza Engineering, Inc	HUB	5.33	21.67	17.67	17.67	11.00	4.92	3.00	81.26	5.00
O'Connell Robertson	HUB	5.33	21.00	17.33	17.67	9.00	5.00	3.00	78.33	10.00
ReStl Engineers TX, LLC		6.00	22.33	18.67	18.33	11.00	4.67	0.50	81.50	4.00
Summit Consultants, Inc		7.00	22.67	18.33	18.33	6.50	3.33	3.00	79.16	8.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) TEST AND BALANCE SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-050) entitled “HVAC Test and Balance Services for the 2021 Capital Improvement Program” with the following schedule of events:

Event	Date
RFQ Issued	April 4, 2022
Deadline for Submission of Questions	April 13, 2022
Statements of Qualifications Due	April 20, 2022
Selection Notification	May 25, 2022

On April 20, 2022, the District received six (6) Statements of Qualifications (SOQs) from firms in response to the RFQ. All six (6) SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Air Balancing Company, Inc.	Delta-T
ATCO Enviroair Testing Engineers	LCCx, LLC
Campos Engineering, Inc.	TAB Technologies, LLC

The evaluation resulted in the recommendation of all six firms for HVAC test and balance 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 construction materials testing 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 Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-T42-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:

Air Balancing Company, Inc.*	Delta-T
ATCO Enviroair Testing Engineers*	LCCx, LLC*
Campos Engineering, Inc.*	TAB Technologies, LLC

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-050

Number of Bid/Proposals Received: 6

HUB Firms: 4

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:

HVAC test and balance 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
HVAC Test & Balance Services
RFQ# 22-050**

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	
Air Balancing Company, Inc.	HUB	7.00	24.67	19.67	19.33	11.00	5.00	3.00	89.67	1.00
ATCO Enviroair Testing Engineers	HUB	6.00	23.67	18.33	19.33	10.00	4.92	3.00	85.25	2.00
Campos Engineering, Inc.	HUB	6.33	23.67	18.67	18.67	11.00	3.17	2.50	84.01	3.00
Delta-T		6.67	23.33	18.67	18.67	6.00	5.00	2.00	80.34	4.00
LCCx, LLC	HUB	6.67	22.67	19.00	19.00	11.00	0.00	0.00	78.34	5.00
TAB Technologies, LLC		5.67	21.67	18.33	19.00	6.00	0.00	1.50	72.17	6.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 24, 2022**

**TOPIC: APPROVE MINUTES FOR THE JANUARY 24, 2022 CITIZENS’
OVERSIGHT COMMITTEE MEETING FOR THE 2017 CAPITAL
IMPROVEMENT PROGRAM**

BACKGROUND:

The Board of Trustees established a Citizens’ Oversight Committee (COC) to monitor the District’s 2017 Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the January 24, 2022 COC meeting have been reviewed and approved by the COC members at the April 18, 2022 quarterly meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes for the January 24, 2022 Citizens’ Oversight Committee Meeting for the 2017 Capital Improvement Program
2. Decline to Approve Minutes for the January 24, 2022 Citizens’ Oversight Committee Meeting for the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes for the January 24, 2022 Citizens’ Oversight Committee Meeting for the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Approval of the Citizens' Oversight Committee meeting minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Vicki Burris

2017 Citizens' Oversight Committee Meeting Minutes

Date:	January 24, 2022	Location:	Zoom Meeting
Prepared by:	Ana Perez	Meeting Start:	6:00 PM
Purpose:	2017 COC Quarterly Update	Meeting End:	7:00 PM

COC MEMBERS

Benda, Robert
Carter, Tim
Gentry, Emily
Hyry, Molly
Miles, Jr Roderick F
Moss, Christene
Poole, Steven
Saucedo, Lisa
Silverberg, Kal
Strawser, Laura
Suarez, Mary
Willis, Libby

FWISD

Arrieta-Candelaria, Carmen
Burriss, Vicki
Coburn, Joseph
Jones, Brandon
Perez, Ana
Persley, Kara
Salvatore, Loretta
Scribner, Kent P.
Shears, Marlon

GUEST

PROCEDEO

Divin, Blake
Gomez, Marisol
Gonzalez, Alejandro
Grenier, Tara
Johnson, Brian
Steele, Gary

The following items were discussed:

1. CALL TO ORDER

Tim Carter, Chair President called the meeting to order at 6:00 PM

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

No significant changes

- 15 Projects are completed
- 10 Projects are completely closed-out
- Construction has started on ALL planned bond projects
- 18 large projects to be completed from present date through August 2023

Schedule / Phasing Plan and Construction Updates

- Recent Completed Projects
 - Benbrook MS/HS
 - Tanglewood
 - Western Hills HS

Financial Overview

*All financials are current as of January 24, 2022

- 22% has been encumbered and 71% of the total budget has been paid
- 7% of budget is available to date
- \$529,010,309 have been paid
- \$120,515,462 have been encumbered
- \$41,207,468 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Historically Underutilized Business (HUB) Program Report

HUB Contracts

*All HUB numbers are current as of January 6, 2022

- Committed percentage rate at 42.40% for this quarter and \$274,473,255.26 have been committed to a HUB contracts to date
- Continue to work diligently to reach our internal goal of 45% by virtually meeting with community partners

HUB Outreach

Quarterly HUB Events

- November 5, 2022 – 6th Annual Tarrant County Business Opportunity Fair
- November 11, 2022 - Minority Business Development Agency (MBDA) Business Opportunity Meeting
- December 9, 2022 - Minority Business Development Agency (MBDA) Business Opportunity Meeting
- December 14, 2022 – Regional Hispanic Contractors Association (RHCA) LUNA Awards

Construction Updates

- Amon Carter-Riverside Add & Reno - 90% complete
- Arlington Heights Add & Reno - 85% complete
- Diamond Hill-Jarvis Add & Reno – 97% complete
- Dunbar Reno - 96% complete
- Eastern Hills Add & Reno - 93% complete
- North Side Add & Reno - 92% complete
- O.D. Wyatt Add & Reno - 88% complete
- Paschal Reno - 68% complete
- Polytechnic Add & Reno - 78% complete
- South Hills Add & Reno – 39%
- South Hills Athletics - 60% complete
- Southwest Add & Reno - 98% complete
- Trimble Tech Reno - 68% complete
- YMLA Add & Reno - 50% complete

CIP Internal Audit Report

Brandon Jones, District Internal Auditor presented an overall update thus far of the 2017 CIP. Below are highlights of the report.

- Loretta Salvatore is now part of CIP Internal Audit
- Projects being audited, pay applications review
 - Diamond Hill-Jarvis HS – GC Turner Construction
 - The average payment from receipt to general contractor was 23 days.
 - Payments are required to be made from 30 days of receipt of complete and accurate invoices.
 - The new process has improved the payment timeframe for pay-applications.

4. GENERAL DISCUSSION / ANNOUNCEMENTS

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on April 18, 2022.

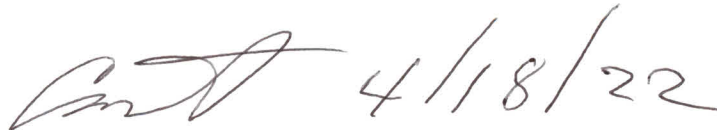
6. ADJOURNMENT

The meeting adjourned at 7:00 p.m.

Approval



Tim Carter, Chairman



Date

ACTION AGENDA ITEM
BOARD MEETING
May 24, 2022

TOPIC: APPROVE SCHOOL DISTRICT TEACHING PERMIT FOR NON-CORE CAREER AND TECHNICAL EDUCATION (CTE) COURSES AT O.D. WYATT HIGH SCHOOL

BACKGROUND:

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue school district teaching permits with the approval of the commissioner of education for "non-core academic career and technical education (CTE) courses" beginning January 27, 2021 (TEC §21.055 d-1). Currently, certified in Introduction to Culinary Arts, Hospitality and Tourism, and Professional Communications teachers are difficult to find; however, we have an experienced culinary specialist applicant who otherwise qualifies for the position. This request is for the Board to exercise its option to issue a District teaching permit to allow Talent Management to hire Rosa Bruner McCleave into a current vacant teaching position at O.D. Wyatt High School.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School
2. Decline to Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School

<u>FUNDING SOURCE</u>	<i>Additional Details</i>
No Cost	Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

O.D. Wyatt High School

RATIONALE:

This board item should be approved by the Board in order to hire a qualified teacher for a hard to fill teaching vacancy in Principles of Hospitality and Tourism as permitted by the Commissioner of Education.

INFORMATION SOURCE:

Raúl Peña

Statutory Requirements

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

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

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

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

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**