Board of Education Regular Meeting April 26, 2022



Regular Meeting

Notice is hereby given that on Tuesday, April 26, 2022, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas. Face masks are optional but recommended when attending this meeting. Video of the meeting will be livestreamed on the Fort Worth ISD Live YouTube Channel. A video recording of each meeting will also be posted the following day on Spectrum (Charter) Channel 192 and AT&T U-verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the <u>Board of Education Webpage</u> 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 <u>amanda.coleman@fwisd.org</u> 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 <u>amanda.coleman@fwisd.org</u> by 12 PM Monday, April 25, 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. Hilltop Securities Inc. Funds Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Trailers
 - B. Trimble Tech Varsity Boys Soccer Team

4. REPORTS/PRESENTATIONS

- A. Notice of Compliance with Board Member Training Requirements (OTHER)
- B. Texas Propositions 1 and 2 (OTHER)

C. Summer School Update (P and A)

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. March 22, 2022 - Regular Minutes	9
2. March 29, 2022 - Special Minutes	20
3. April 12, 2022 - Special Minutes	24
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,0 More)00 and
1. Ratify Purchase of Restoration Services for the Library at Atwood McDonald Elementary School	28
2. Approve Purchase of Library Furniture for Atwood McDonald Elementary School	32
3. Approve Purchase of the District's Internal Finance Funds Accounting Software System Internal SchoolCash Online	43
4. Approve Purchase of Licenses for Information Technology Research and Advisory Services	46
5. Approve Purchase of Data Security Platform	52
6. Approve Purchase of Enterprise Data Backup Solution	58
7. Approve Purchase of Identity Management Solution	62
8. Approve Purchase of Teacher and Student Mobile Device Deployment Services	68
9. Approve Purchase of Music Instruments for the Secondary Instrumental Music Programs	73
10. Approve Authorization to Purchase Instructional Materials from the Document-Based Question (DBQ) Project	79
11. Approve Purchase of Social Studies Materials	84
12. Approve Purchase of Math and Science Instructional Materials	89
13. Approve Purchase of Dual Language Summer Reading Materials	92

14. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2022 - 2023 School Year	97
15. Approve Purchase of Math Resources for the Leadership Academy Network for the 2022 - 2023 School Year	132
16. Approve Purchase of New Reading/Phonics Program and Professional Development for the Leadership Academy Network	151
17. Approve Purchase of Professional Development and Support for Technology Mastery	157
18. Approve Advancement Via Individual Determination (AVID) Professional Development Training for the 2022 Summer Institute	164
19. Approve Literacy Cohort 1 Professional Development	168
20. Approve Literacy Cohort 2 Professional Development and Kits	176
21. Approve Focused Reading Intervention Kit	186
22. Approve 2022 Advanced Placement Exams	191
23. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2022	195
24. Approve Feminine Product Dispensers for Secondary Schools	210
25. Approve Disaster Recovery and Network Cloud Backup Software	214
26. Approve Renewal of Microsoft Enrollment for Education Solutions Program	219
27. Approve Renewal of Information Technology Advisory Services for the 2022 - 2023 School Year	229
28. Approve Funds Transfer Agreement with Child Care Associates for Child Care Services for the 2022 - 2023 School Year	238
29. Approve Instructional Agreement with Tarrant County College District Dual Credit Program	242
30. Approve Contract for the Texas Education Agency (TEA) Grant Manager Position	277
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	280
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	290
E. Approve Memorandum of Understanding Between Fort Worth Independent School District Pathways in Technology Early College High	299

Schools Academies at Young Men's Leadership Academy and I.M. Terrell Academy for STEM and VPA and Texas Instruments	
F. Approve Clinical Affiliation Agreement with Tarrant County Hospital District D/B/A John Peter Smith (JPS) Health Network	308
G. Approve Application for Expedited and General State Waiver for Pregnancy Related Services on Campus Compensatory Education Home Instruction (CEHI)	318
H. Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification	321
I. Approve Qualified Underwriters for District Financings	340
J. Approve Additional Costs for Session Initiation Protocol (SIP) Trunking and Long-Distance Services	344
K. Approve Additional Fees for Wide Area Network Services for the 2021 - 2022 School Year	347
L. Approve Budget Amendment for the Period Ended March 31, 2022	350
M. Approve Lone Star Governance Quarterly Report Progress Tracker	354
N. Approve Minutes from the December 2, 2021 and February 10, 2022 Racial Equity Committee Meetings	357
O. Approve Minutes from the March 1, 2022 Board Policy Committee Meeting	363
P. Approve Proposed Board of Education Meeting Dates for the 2022 - 2023 School Year	366
Q. Approve Second Reading-Revisions to Policies EHBC(LOCAL) and EIE(LOCAL)	369
R. Approve Closeout Contract with Imperial Construction, Inc., for Job #014-212 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	377
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	379
T. Approve Authorization to Enter into Contracts for Construction Materials Testing Services for the 2021 Capital Improvement Program	381
U. Approve Authorization to Enter Contracts for Insurance Administration Services for the 2021 Capital Improvement Program	385
V. Approve the Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program	388

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

9. EXECUTIVE SESSION (S and T)

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

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

11. ACCEPT CONSENT AGENDA (S and P)

12. ACTION ITEMS (S and P)

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

13. ACTION AGENDA ITEMS (S and P)

- A. Approve 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. 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
- 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

- 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
- G. Approve Texas Education Agency (TEA) Waiver Request for "Missed School Day" Due to an Electrical Fire at South Hills Elementary School
- H. Approve Second Reading-Revisions to Board Policy BDAA(LOCAL) 393
- 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)
- J. 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 April 26, 2022

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the "Act") was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The "Act" requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Board of Education Meeting Minutes
- 2. Decline to Approve Board of Education Meeting Minutes
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE	Additional Details
No Cost	Not Applicable
<u>COST</u> :	
None	
VENDOR:	
Not Applicable	
PURCHASING MECHANISM	<u>M</u>
Not a Purchase	
	ntion te and IL Contract Summary Required nd Notarized FWISD Sole Source Affidavit
PARTICIPATING SCHOOL/	<u>DEPARTMENTS</u>
Board of Education	
RATIONALE:	
Approval of the attached Board of an official record of any given m	of Education minutes allows the District to provide the public with neeting.

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 March 22, 2022.

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

MEETING NOTICE FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on March 22, 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 March 11, 2022, at 3:15 p.m.

/s/ Christian Alvarado Coordinator Board of Education

RETURN OF THE MEETING MARCH 22, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 11, 2022, at the Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on March 11, 2022.

/s/ Christian Alvarado Coordinator Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2

First Vice President Quinton Phillips, District 3

School Board Secretary, Carin "CJ" Evans, District 5

Trustee Jacinto Ramos, Jr., District 1 (Arrived at 8:34 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

Jerry Moore, Chief of Schools

Cherie Washington, Chief of Student Support Services

Raúl Peña, Chief Talent Officer

David Saenz, Chief of Innovation

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

Marcey Sorensen, Chief Academic Officer

Claudia Garibay, Executive Director of External and Emergency Communications

Joseph Coburn, Chief of Operations

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

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. <u>RECOGNITIONS (OTHER)</u>

A. <u>Energy Star Designated Campuses</u>

Claudia Garibay commenced the Energy Star Designated Campuses Recognition and turned the recognition over to the Chief of Operations, Joseph Coburn, who recognized several Cenergistic personnel.

4. LONE STAR GOVERNANCE

A. Goal 3: College and Career Readiness (P and A)

The Board received the *Goal 3: College and Career Readiness* Lone Star Governance Presentation update from Chief of Innovation, David Saenz, and Chief Academic Officer, Marcey Sorensen.

B. Board Quarterly Review (P and A)

Lone Star Governance Coach, Monica Jaloma, facilitated the Board Quarterly Review.

C. Continue Developing Board Self-Constraints (V and G)

Monica Jaloma assisted the Board with developing Board Self-Constraints.

5. REPORTS (P and A)

A. <u>Technology Update</u>

Chief Information Officer, Marlon Shears, presented the Technology Report.

B. <u>Bilingual Education Update</u>

Marcey Sorensen and Executive Director of Bilingual, Cloris Range, gave the Bilingual Education Update report.

C. <u>Special Education Update</u>

Assistant Superintendent of Specialized Academic Support Services, Corey Golomb, gave the Special Education report.

6. PUBLIC COMMENT ADDRESSING ITEMS ON THE AGENDA (S and T)

Speakers:

Scott Blanco Davis

Lee Muhammad

Lexi Lovett

Christi Beck

Meridith Bowman

John Hoaldridge

Dr. Michael Bell

Mike Cee

Carlos Turcios

Angel Martinez

Wallace Bridges

Martya Janes

Mrs. James

Hollie Plemmons

Patrice Jones

Carol Guarnieri

Jennifer Crossland

Missie Carra

Kerri Rehmeyer

Mary Katherine

Joe Palmer

Amie Super

Key West

Alexander Montalvo

7. <u>DISCUSSION OF CONSENT AGENDA ITEMS (S and P)</u>

Anne Darr requested to have the second reading revisions to Board Policy BDAA(LOCAL) be added under Action Agenda Items on the April 26, 2022 Regular Meeting Agenda.

- 8. 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. February 22, 2022 Regular Minutes
 - 2. March 8, 2022 Workshop Minutes
 - B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Ratify Addendum for Software Maintenance Services Used by the Child Nutrition Services Department

Child Nutrition Services

2. Approve Ratification of Azure Cloud Expenditures to Support Career and Technology Education (CTE)

Azure Cloud Expenditures

- 3. Approve Safety Surface Replacement for Playgrounds at 12 Elementary Schools
 - Safety Surface Replacement
- 4. Approve Chillers for I.M. Terrell Academy for STEM and VPA
 - Chillers
- 5. Approve Purchase of Pre-Kindergarten and Kindergarten Learning Kits
 - <u>Learning Kits</u>
- 6. Approve Purchase of Perkins Reserve Grant Insurance
 - Perkins Reserve Grant
- 7. Approve Purchase of Ten (10) Buses
 - Purchase of Ten Buses
- 8. Approve Purchase of Virtual Desktop and Disaster Recovery Support Services
 - Virtual Desktop and Recovery Support Services
- 9. Approve Purchase of Network Equipment and Installation Services for Schools
 - Network Equipment and Installation Services
- 10. Approve Purchase of Cybersecurity Services for Email
 - <u>Cybersecurity Services</u>
- 11. Approve to Negotiate and Enter into a Contract for Restroom Restoration at Lily B. Clayton Elementary School
 - Lily B. Clayton
- 12. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for Abatement Consulting Services

Abatement

13. 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. 1 for Demolition and Abatement Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

Demolition

- 14. Approve Additional Funding for Pre-Kindergarten Adoption Materials Called from State Proclamation 2021
 - Additional Funding for Pre-Kindergarten Adoption
- 15. Approve Additional Funds for Phase 1 of Private Long Term Evolution (LTE) Network for Secure Home Internet Access
 - Secure Home Internet Access
- C. Approve Clinical Partnership Agreement with a Health Pharmacy to Provide Program of Study at Four (4) High Schools
 - Partnership Agreement with a Health Pharmacy
- D. Approve Clinical Partnership Agreement with a Nursing and Rehabilitation Center to Provide Program of Study at Four (4) High Schools
 - Agreement with a Nusing and Rehabilitation Center
- E. Approve Memorandum of Understanding with Child Care Associates to Provide Early Care and Education Services
 - Early Care and Education Services
- F. Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment
 - Pre-Kindergarten Regional Media Campaign
- G. Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2021-2022 Adult Education Program
 - Workforace Solutions of Tarrant County
- H. Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHBC(LOCAL) and EIE(LOCAL) 14

Board Policies

I. Approve Second Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)

Board Policies

J. Approve February 22, 2022 and March 22, 2022 Goal Progress Measures Reports

Goal Progress Measures

K. Approve Lone Star Governance Board Self-Contraints from the March 22, 2022 Board Meeting

Goal Progress Measure

L. Approve Budget Amendment for the Period Ended February 28, 2022

Budget Amendment

M. Approve Adoption of Board Operating Procedures Manual

Board Operating Procedures Manual

N. Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2021 Capital Improvement Program

Wage Rates Scale

O. Approve Budget Transfer from the 2017 Capital Improvement Program Administrative Budget to the Career and Technology Education (CTE)

Budget Transfer

P. Approve Authorization to Continue the Escrow Account with the City of Fort Worth to Pay Fees for the 2021 Capital Improvement Program

Escrow Account

Q. Approve Authorization to Enter into a Contract with a General Contractor for Westpark Relief Elementary School (CSP 22-042) in Conjunction with the 2021 Capital Improvement Program

Westpark Relief

R. Approve Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2021 Capital Improvement Program

Single Source Purchases

- S. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF&E) for O.D. Wyatt High School Job #016-212 in Conjunction with the 2017 Capital Improvement Program
 - FF&E for O.D. Wyatt High School
- T. Approve Closeout Contract with Big Sky-T&G JV for Job #071-001 (CSP #19-004) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
 - Closeout Contract Benbrook
- U. Approve Closeout Contract with AADVAL, Inc., for Job #014-212 (CSP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
 - Closeout Contract with AADVAL
- 9. <u>RECESS RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)</u>

The meeting was recessed at 8:19 p.m. to move into Executive Session.

- 10. <u>EXECUTIVE SESSION (S and T)</u> The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion Regarding Proposed Resolution with SodexoMagic, LLC
 - 2. Treger, et al v. Fort Worth ISD, pending in Tarrant County, Texas; No. 141-327-449-21
 - 3. General Litigation Update
 - B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

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

The meeting was reconvened at 10:41 p.m.

12. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Anne Darr, seconded by Michael Ryan, to approve Consent Agenda (S and P).

The motion was unanimously approved.

13. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

B. Personnel

No action was taken on this item.

14. 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

No action was taken on this item.

E. 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.

F. <u>Approve Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code</u>

Jacinto Ramos, Jr. made the motion to Approve the Superintendent's Recommendation to Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code for Alice Turner-Jackson.

Motion was made by Jacinto Ramos, Jr., seconded by Roxanne Martinez, to approve Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

G. Approve Resolution Agreement with SodexoMagic, LLC

Motion was made by Quinton Phillips, seconded by Roxanne Martinez, to approve Resolution Agreement with SodexoMagic, LLC.

The motion was unanimously approved.

H. Consider and Take Possible Action on Process to Fill Vacancy for District One

Motion was made by Michael Ryan, seconded by Quinton Phillips, to approve Consider and Take Possible Action on Process to Fill Vacancy for District One.

The motion was unanimously approved.

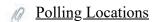
I. Approve Adoption of Resolution and Order of Special Election for District One



Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Adoption of Resolution and Order of Special Election for District One.

The motion was unanimously approved.

J. <u>Approve Resolution and Order Adopting Polling Locations for the May 7, 2022</u> <u>Special District One Election</u>



Motion was made by Michael Ryan, seconded by Quinton Phillips, to approve Resolution and Order Adopting Polling Locations for the May 7, 2022 Special District One Election.

The motion was unanimously approved.

K. Consider the Level III Grievance of Adrienne Long (Convene in Closed Session, if Necessary)

- 1. 10 Minutes Presentation by Complainant and/or Representative(s)
- 2. 10 Minutes Presentation by District Representative
- 3. 10 Minutes Questions from Board Members
- 4. 10 Minutes Board Deliberation
- 5. Render Decision, if any, on the Level III Grievance (In Open Session)

CJ Evans made the motion of No Action be Taken on this Item.

Motion was made by CJ Evans, seconded by Tobi Jackson.

The motion was approved.

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

No: Michael Ryan.

15. <u>PUBLIC COMMENT OF GENERAL NATURE OR TOPIC NOT SPECIFICALLY LISTED ON THE AGENDA (OTHER)</u>

President Jackson pulled this item from the agenda.

16. <u>COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)</u>

CJ Evans and Anael Luebanos made comments.

17. <u>ADJOURN (OTHER)</u>

The meeting was adjourned at 11:49 p.m.

/s/ Christian Alvarado
Board of Education

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 March 29, 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 March 29, 2022, that the Board of Education of the Fort Worth Independent School District held a special meeting 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 March 25, 2022, at 4:00 p.m.

/s/ Christian Alvarado

Coordinator
Board of Education

RETURN OF THE MEETING MARCH 29, 2022

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

Given under my hand on March 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 (Arrived at 5:38 p.m.)
Trustee Roxanne Martinez, District 9 (Arrived at 5:37 p.m.)

The following administrators were present:

Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Joseph Coburn, Chief of Operations
Barbara Griffith, Senior Communications Officer
Claudia Garibay, Executive Director of External and Emergency Communications
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

2. PUBLIC COMMENT ADDRESSING ITEMS ON THE AGENDA (S and T)

Speakers:

John Holdridge

Todd Daniel

Jim Jorns

Marty Epstein

Alex Stein

Jennifer Crossland

Carlos Turcios

Hollie Plemons

3. <u>RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE</u> SESSION (OTHER)

The special meeting was recessed at 6:00 p.m. to move into Executive Session.

- 4. <u>EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.</u>
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion and Consideration for Action on Proposed Retirement Agreement and Release Between Fort Worth Independent School District Acting By and Through its Board of Trustees and Kent P. Scribner as an Employee and as Superintendent of the District
- 5. <u>RECONVENE IN SPECIAL MEETING BOARD ROOM (OTHER)</u>

The special meeting was reconvened at 6:53 p.m.

6. ACTION AGENDA ITEM (S and P)

A. <u>Discussion and Consideration for Action on Proposed Retirement Agreement and Release Between Fort Worth Independent School District Acting By and Through its Board of Trustees and Kent P. Scribner as an Employee and as Superintendent of the District</u>

CJ Evans made the motion for the District to Accept the Resignation of Dr. Scribner as Superintendent Effective August 31, 2022, Under the Terms Discussed During Closed Session.

Motion was made by CJ Evans, seconded by Anne Darr,

The motion was unanimously approved.

7. <u>REPORTS/PRESENTATIONS (OTHER)</u>

A. <u>Potential Superintendent Search Firms</u>

The Board listened to the following search firms presentations: Hazard, Young, Attea & Associates JG Consulting

President Jackson called for a ten minute break at 8:30 p.m. before Mackenzie Eason & Associates commenced their presentation.

President Jackson reconvened the special meeting back into special session at 8:40 p.m.

The Board continued listening to the search firms presentations: Mackenzie Eason & Associates Thompson & Horton

8. <u>RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)</u>

The special meeting was recessed at 9:54 p.m. to move into Executive Session.

- 9. <u>EXECUTIVE SESSION (S and T)</u> 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. Legal Advice Regarding Potential Contract with Superintendent Search Firm

10. ACTION AGENDA ITEM (S and P)

A. Action to Engage Superintendent Search Firm

The Board took no action on this item.

11. <u>ADJOURN (OTHER)</u>

The meeting was adjourned at 10:35 p.m.

/s/ Christian Alvarado
Board of Education

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 12, 2022.

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

MEETING NOTICE FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on April 12, 2022 that the Board of Education of the Fort Worth Independent School District held a Special Meeting at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on April 8, 2022, at 3:00 p.m.

/s/ Christian Alvarado Corodinator Board of Education

RETURN OF THE MEETING APRIL 12, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 8, 2022, at the Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on April 8, 2022.

/s/ Christian Alvarado Coordinator Board of Education

The fellowing Doord Marshaus ware museum

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

School Board Secretary, Cann "CJ" Evans, District 3

Trustee Jacinto Ramos, District 1

(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 Carmen Arrieta-Candelaria, Chief Financial Officer Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management Claudia Garibay, Executive Director of External and Emergency and Communications President Jackson called the special meeting to order at 5:30 p.m.

2. PUBLIC COMMENT ADDRESSING ITEMS ON THE AGENDA (S and T)

Speakers:
John Holdridge
Amy Super
Mike Cee
Angie Blake
Joe Palmer

3. <u>RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)</u>

The special meeting was recessed at 5:46 p.m. to move into Executive Session.

- 4. <u>EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.</u>
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Legal Advice Regarding Potential Contract with a Superintendent Search Firm

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

The special meeting was reconvened at 7:02 p.m.

6. <u>ACTION AGENDA ITEM (S and P)</u>

A. Action to Engage Superintendent Search Firm

Jacinto Ramos, Jr. made the motion to Enter into Negotiations with H, Y, A (Hazard, Young, Attea & Associates) to Conduct the Superintendent Search.

Motion was made by Jacinto Ramos, Jr., seconded by Tobi Jackson, to approve Enter into Negotiations with H, Y, A (Hazard, Young, Attea & Associates) to Conduct the Superintendent Search..

The motion was unanimously approved.

7. ADJOURN (OTHER)

The special meeting was adjourned at 7:03 p.m.

/s/

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

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: RATIFY PURCHASE OF RESTORATION SERVICES FOR THE LIBRARY AT ATWOOD MCDONALD ELEMENTARY SCHOOL

BACKGROUND:

The library at Atwood McDonald Elementary School suffered an arson fire on October 2, 2021, requiring emergency services that now require ratification. The interior of the library was badly damaged and had a smoke odor. There was also water damage from the fire department extinguishing the fire. The restoration company performed services including setting up air cleaners, wiping soot from the walls and ceiling grids in the library, cleaning affected halls, classrooms and offices, cleaning the rooftop Heating, Ventilation, and Air Conditioning (HVAC) unit, and removing damaged shelves.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Ratify Purchase of Restoration Services for the Library at Atwood McDonald Elementary School
- 2. Decline to Ratify Purchase of Restoration Services for the Library at Atwood McDonald Elementary School
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-51-6299-001-188-99-455-000000

COST:

\$162,187.84

VENDOR:

Blackmon Mooring Services, LTD

PURCHASING MECHANISMS:

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 591-19. 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:

Atwood McDonald Elementary School District Operations

RATIONALE:

Restoration services for the library were essential for the continuance of teaching and learning.

INFORMATION SOURCE:

Joseph Coburn



FW ISD-Atwood Mcdonald Elementary School Invoice: DFW35942100
Attn: Accounts Payable Date: 2/16/2022
1850 Barron Ln. Terms: Net Due
Fort Worth, TX 76112 Fed. ID #: 75-1005236

INVOICE

FW ISD-Atwood Mcdonald Elementary School			
Labor	\$58,947.75		
Materials	\$26,930.40		
Equipment	37,305.00		
Reimbursables - Other	39,004.69		
Subtotal	\$162,187.84		

^{* -} taxable classification

TOTAL DUE AND PAYABLE

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

162,187.84

NOTE: any applicable taxes to be applied to future invoices

Total Outstanding	\$	162,187.84
-------------------	----	------------

^{^ -} taxable on mark-up only

2/5/2020 Index



Searches:

Search:

All

Search by Vendor

Browse Contracts

O Vendor Discounts Only

Refine Your Search:

Blackmon Mooring Services, LTD[X]

General Disaster Recovery and

Restoration Services[X]

Additional Resources

Catalog Pricing Only

Vendors

Price Range

Category None Selected

Contract

Show all prices

Phone: 800.695.2919 Email:

info@buyboard.com

Administration Reports Shopping Cart Welcome Ft. Worth

Back

Vendor Contract Information

Vendor Name: Blackmon Mooring Services, LTD

Address: 5718 Airport Freeway

Haltom City, TX 76117

Phone Number: (817) 810-5679

Alternate Phone Number 817-810-5604

Email: jfisher@bmsmanagement.com

Website: http://www.blackmonmooring.com

Federal ID: 75-2964964

Contact: Nannette Estes

Accepts RFQs: Yes
Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes
No Israel Boycott Certificate: Yes
No Excluded Foreign Terrorist Orgs: Yes

Contract Name: General Disaster Recovery and Restoration Services

Contract#: 591-19
Effective Date: 10/01/2019
Expiration Date: 09/30/2022
Payment Terms: Net 30 Days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions

States Served: All States

Quote Reference Number: 591-19

Additional Dealers: BMS CAT Atlanta, Norcross GA; Blackmon Mooring Austin, Round Rock TX;

Littleton MA; BMS CAT Chicago, Addison IL; BMS CAT Cleveland, Cleveland DFW, Arlington, TX; Blackmon Mooring Houston, Houston TX; BMS CAT Los BMS CAT Miami, Pompano Beach FL; BMS CAT Nashville, Antioch TN; BMS Fairfield NJ; Blackmon Mooring Oklahoma, Oklahoma City OK; BMS CAT Orl Blackmon Mooring San Antonio, San Antonio TX; BMS CAT San Francisco, I

Mooring Tulsa, Tulsa OK; BMS CAT Washington DC, Elkridge MD

Contract Documents

EDGAR Notice: Click to view EDGAR Notice

Proposal Documents: Click to view BuyBoard Proposal Documents

Regulatory Notice: Click to view Bonding Regulatory Notice

Construction Services Advisory: Click to view the Construction Related Goods and Services Advisory

Proposal Files: Click to view Vendor Proposal Files Documents

Contact us 800.695.2919 31

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF LIBRARY FURNITURE FOR ATWOOD MCDONALD ELEMENTARY SCHOOL

BACKGROUND:

The library at Atwood McDonald Elementary School suffered damage due to an arson fire on October 2, 2021. The library has been restored and is ready for new furnishings. The proposed furnishings align with District educational specifications.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Library Furniture for Atwood McDonald Elementary School
- 2. Decline to Approve Purchase of Library Furniture for Atwood McDonald Elementary School
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Library Furniture for Atwood McDonald Elementary School

FUNDING SOURCE: Additional Details

TRE 198-51-6398-001-188-99-501-000000

COST:

\$68,814.52

VENDOR:

School Specialty

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Omina Partners - Region IV Contract R191815. 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:

Atwood McDonald Elementary School District Operations

RATIONALE:

Providing new furniture to replace what was destroyed in a fire is necessary for student learning.

INFORMATION SOURCE:

Joseph Coburn



Furniture & Equipment

3/30/2022

SHPTO

ACCOUNT#.
Fort Worth ISD

Atwood McDonald Elementary School

1850 Barron Ln

Fort Worth TX 76112

Kelly Fox

kelly.fox@fwisd.org

817-815-4800

TOPIACEAN ORDER USING THIS QUOIECONTACE

SALES PHONE: Kim Gilbert SALES PHONE: 682-277-6895

SALES EMAIL: kim.gilbert@schoolspecialty.com

NO

LIFT GATE REQUIRED:

INSIDE DELIVERY: NA

INSTALLATION: BYSSI

CUSTOMER NOTES:

OMNIA CONTRACT#R191815

PARINUMBER	DESCRIPTION	QIY	PRICE	EXT. PRICE
2089240	AIS Element Mid-Back Task Chair, $25 \cdot 1/4 \times 25 \cdot 1/4 \times 41 \cdot 3/4$ Inches, Black	1	\$300.12	\$300.12
F005-18x(11-21)-G	18" Round Ottoman with Glides Fabric Top Fabric Seat Finish: Grade-1 Nomad- Midnight Fabric Side Finish: Grade-1 Nomad- Midnight Midnight Seat Height 18	7	\$19600	\$1,37200
F005-36x(11-21)-G	36" Round Ottoman with Glides Fabric Top Grade-6 Finish: Silica Triad- Regal Fabric Side Finish Grade-6 Finish: Silica Triad- Regal Seat Heigh 18"	3	\$913.51	\$2,740.53
F028-38x38x32-G	Three Step 38"Lx 38"Wx 32"H (1st step height 7", 2nd step height 23") Fabric Side Finish Grade-6 Finish: Silica Triad- Regal Fabric Back Finish Grade-6 Finish: Silica Triad- Regal Fabric Step-1 Finish Grade-6 Finish: Silica Triad- Regal Fabric Step-2 Finish Grade-1 Finish: Nomad- Midnight Fabric Step-3 Finish Grade-6 Finish: Silica Triad- Regal	1	\$1,439.55	\$1,439.55



Furniture & Equipment

3/30/2022

SHPTO

ACCOUNT#:
Fort Worth ISD

Atwood McDonald Elementary School

1850 Barron Ln

Fort Worth TX 76112

Kelly Fox

kelly.fox@fwisd.org

817-815-4800

TOPIACEAN ORDER USING THIS QUOIECONTACE

SALES PHONE: Kim Gilbert SALES PHONE: 682-277-6895

SALES EMAIL: kim.gilbert@schoolspecialty.com

LIFT GATE REQUIRED: NO

INSIDE DELIVERY: NA

INSTALLATION: BYSSI

CUSTOMER NOTES:

OMNIA CONTRACT#R191815

PARTNUMBER	DESCRIPTION	QIY	PRICE	EXT. PRICE
F029-38x38x32-G	Two Step Inside Corner 38" Lx 38" Wx 32" H (Step/Seat height 16.5")	1	\$1,823.85	\$1,823.85
	Fabric Side Finish			
	Grade-6 Finish: Silica Triad-Regal			
	Fabric Back Finish Chada & Finish Silica Triad Bacel			
	Grade-6 Finish: Silica Triad-Regal Fabric Step-1 Finish			
	Grade-1 Finish: Nomad- Midnight			
	Fabric Step-2 Finish			
	Grade-6 Finish: Silica Triad- Regal			
F030-38x38x32-G	Two Step Outside Corner 38"Lx 38"Wx 32"H (Step/Seat height 16.5")	1	\$1,701.00	\$1,701.00
	Fabric Side Finish			
	Grade-6 Finish: Silica Triad- Regal			
	Fabric Back Finish			
	Grade-6 Finish: Silica Triad-Regal			
	Fabric Step-1 Finish			
	Grade-1 Finish: Nomad- Midnight			
	Fabric Step-2 Finish Grade-6 Finish: Silica Triad- Regal			
FK007-18X3-Z	Lily Pad 18"x3"	10	\$93.33	\$933.30
THOO! TO! DE	3"H 3"HLilypad		Ų O O O	,
	(1EA) STX-8842 Lemoncello			
	(1EA) STX 8838 Imperial			
	(1EA) STX-8837 Bazaar			
	(1EA) STX-8833 Creme De Menthe			
	(1EA) STX-8801 Marine Blue			
	(1EA) SIX-8802 Lagoon			
	(1EA) STX-8839 Plata			
	(1EA) STX-8823 Carbon			
	(1EA) STX-8817 Blackberry			
	(1EA) STX-8806 Ice			



Furniture & Equipment

3/30/2022

SHPTO

ACCOUNT#:
Fort Worth ISD

Atwood McDonald Elementary School

1850 Barron Ln

Fort Worth TX 76112

Kelly Fox

kelly.fox@fwisd.org

817-815-4800

TOPIACEAN ORDER USING THIS QUOIECONTACE

SALES PHONE: Kim Gilbert SALES PHONE: 682-277-6895

SALES EMAIL: kim.gilbert@schoolspecialty.com

LIFT GATE REQUIRED: NO

INSIDE DELIVERY: NA

INSTALLATION: BYSSI

CUSTOMER NOTES:

OMNIA CONTRACT#R191815

PARTNUMBER	DESCRIPTION	QIY	PRICE	EXT. PRICE
FKOO7-CART2	Iily Cart	1	\$196.00	\$196.00
5368JC	Mobile 6-Section Book Organizer BIRCH Birch Plywood	2	\$356.33	\$712.66
5369JC	Mobile 8-Section Book Organizer BIRCH Birch Plywood	2	\$456.15	\$912.30
74957-PURPLE	Purple Visionary Move Mobile Magnetic Glassboard - 3x4 - Color HPUR Hierarchy Purple	1	\$891.25	\$891.25
1507752	CHAIR - CS NEOMOVE ELLIPTICAL FOUR LEG - SOFT PLASTIC SHELL 18 A+ - CHROME FRAME - SPECIFY SHELL COLOR - SPECIFY GLIDES 1415417 NYLON (PP) - CS 1508964 LILAC (PP) - CS	36	\$132.84	\$4,782.24
IRS1150-304816-AC- CUSTOM	Mobile Open Book Cabinet. 2 Adjustable Shelves, 4 Casters 30"Wx 48"Hx 16"D. Finished Both Ends. *2 Color Cabinet-Top, Sub-Top, Caster Base and Sub-Base: WB Cassis (FO6903-58). HPLw/Mathcing 3mm Edge Banding Shelves, Side and Back Panel: WB White (W11573-60) HPLw/Matching 3mm Edge Banding	4	\$1,191.26	\$4,765.04
IRD1150-364824-AC- CUSTOM	Mobile Open Book Cabinet (Front & Back). 4 Adjustable Shelves, 4 Casters 36" Wx 48" Hx 22, 75" D. Finished Both Ends. *2 Color Cabinet- Top, Sub-Top, Caster Base and Bottom Shelf/Sub-Base: WB Cassis (FO6903-58). HPLw/ Mathcing 3mm Edge Banding. Shelves, Side and Back Panel: WB White (W11573-60) HPLw/ Matching 3mm Edge Banding.	8	\$1,415.57	\$11,324.56



Furniture & Equipment

3/30/2022

SHPTO

ACCOUNT#:
Fort Worth ISD

Atwood McDonald Elementary School

1850 Barron Ln

Fort Worth TX 76112

Kelly Fox

kelly.fox@fwisd.org

817-815-4800

TOPIACEAN ORDER USING THIS QUOIECONTACE

SALES PHONE: Kim Gilbert SALES PHONE: 682-277-6895

SALES EMAIL: kim.gilbert@schoolspecialty.com

LIFT GATE REQUIRED: NO

INSIDE DELIVERY: NA

INSTALLATION: BYSSI

CUSTOMER NOTES:

OMNIA CONTRACT#R191815

PARTNUMBER	DESCRIPTION	QIY	PRICE	EXT. PRICE
IRS1230-308412-AL- CUSTOM	Open Book Cabinet. 5 Adjustable Shelves, Levelers 30"Wx 84"Hx 12"D. *2 Color Cabinet- Top, Sub-Top, Bottom Shelf/ Sub-Base and 4" Ladder Base: WB Cassis (F06903-58). HPLw/ Mathcing 3mm Edge Banding, Shelves, Side and Back Panel: WB White (W11573-60) HPLw/ Matching 3mm Edge Banding	4	\$1,328.89	\$5,315.56
IRS1230-368412-AL- CUSTOM	Open Book Cabinet. 5 Adjustable Shelves, Levelers 36"Wx 84"Hx 12"D. *2 Color Cabinet- Top, Sub-Top, Bottom Shelf/ Sub-Base and 4" Ladder Base: WB Cassis (FO6903-58). HPLw/ Mathcing 3mm Edge Banding, Shelves, Side and Back Panel: WB White (W11573-60) HPLw/ Matching 3mm Edge Banding	8	\$1,448.67	\$11,589.36
TD2010-AC-CUSTOM	Jackson Mobile Teachers Desk, 2 Drawers Left, 3 File Drawers Right, Casters, 60W x 24D x 30.13H Finished on Both Ends. Gang Lock. *2 Color Cabinet* Top & Caster Base: WB Cassis (F06903-58). HPLw/ Matching 3mm Edge Banding Front, Sides, Back, Modesty Panel& Sub Bottom: WB White (W11573-60) HPLw/ Matching 3mm Edge Banding	1	\$2,815.88	\$2,815.88
ELS6861-FX-CA (CASSIS)	ELO Tide XL Table, 35x54, 4 Fixed Straight Round Smooth Silver Legs, WE Cassis HPL Top w/3MM Matching Edge Banding Casters	3	\$652.39	\$1,957.17
ELS6861-FX-CA (WHITE)	ELO Tide XL Table, 35x54, 4 Fixed Straight Round Smooth Silver Legs, WB White HPL Top w/ 3MM Matching Edge Banding Casters	3	\$652.39	\$1,957.17
CPR3135	Books Everywhere Educational Rug – Rectangle Small. 9' x 6'	1	\$361.10	\$361.10
8ZP080	Ig Electronics Usa, IG 90 86NANO90UPA 85.5" Smart IED-ICD TV - 4K UHDTV - HDR10, HIG - Nanocell Backlight - Google Assistant, Alexa Supported - Netflix, Amazon Prime, Disney+, Hulu, Peacock, YouTube, Spotify, iHeartRadio, Airplay 2, Sling TV, VUDU, 3840 x 2160 Resolution	1	\$2,306.16	\$2,306,16



Furniture & Equipment

3/30/2022

SHPTO

ACCOUNT#:
Fort Worth ISD

Atwood McDonald Elementary School

1850 Barron Ln

Fort Worth TX 76112

Kelly Fox

kelly.fox@fwisd.org

817-815-4800

TOPLACEAN ORDER USING THIS QUOIECONTACE

SALES REP: Kim Gilbert SALES PHONE: 682-277-6895

SALES EMAIL: kim.gilbert@schoolspecialty.com

LIFT GATE REQUIRED: NO

INSIDE DELIVERY: NA

INSTALLATION: BYSSI

CUSTOMER NOTES:

OMNIA CONTRACT#R191815

PARINUMBER	DESCRIPTION	QIY	PRICE	EXT. PRICE
PARTICIVILIC		An	TIME	LAL FINCE
7PQ973	Wall Mount - Black - 1 Display(s) Supported - 13" to 90" Screen Support - 132 lb Load Capacity	1	\$105.17	\$105.17
HEXTILE	HEXFLAT- Acoustical Wall Tile (6EA) 05 Dark Green (6EA) 56 Azure (4EA) 19 Denim (8EA) 08 Eggplant (6EA) 51 Sunkist Orange (8EA) 10 Tirue Black (4EA) 45 Big Red (4EA) 39 Green Apple (6EA) 7 White	52	\$38,19	\$1,985.88
INSTALLATION	RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS MON. FRI. 8:00AM- 5:00PM TO A CLEAR AND OPEN AREA	1	\$6,526.67	\$6,526.67

TOTAL: \$68,814.52

(866) 875-3299

Contact Us





REGISTER

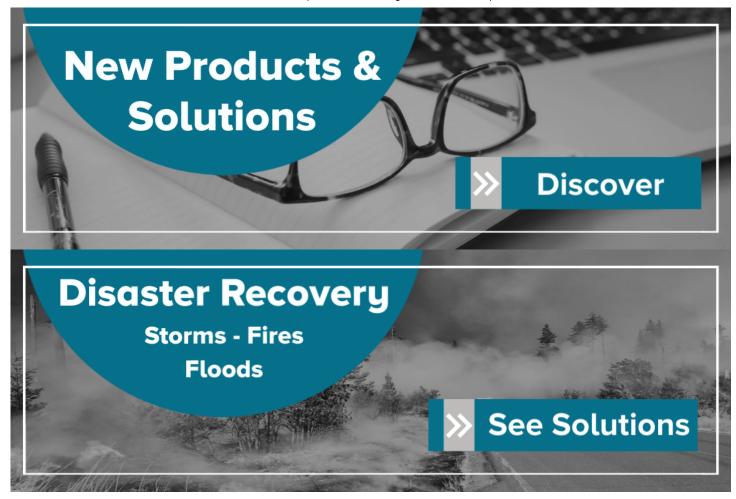
Cooperative Purchasing Contract Portfolio

Contracts Aligned with Highest Procurement Standards

As participants, you have immediate access to the largest portfolio of competitively solicited and publicly-awarded cooperative purchasing contracts. Unique to our cooperative, contracts are awarded by elite procurement teams across the nation through the lead agency model, providing our participants with the best value possible.

Browse below to learn more about our diverse categories, best-in-class national suppliers and how you can leverage our cooperative contracts to drive efficiency and real savings at your organization.





SEARCH BY KEYWORD:

School Specialty

SEARCH

Reset search

BROWSE BY CATEGORY:

- Show all -

DOWNLOAD ALL CONTRACTS

DOWNLOAD SEARCH RESULTS

Supplier

Contract Title

Contract Renewed Until Potential Final Expiration

Lead Agency



Educational School Supplies

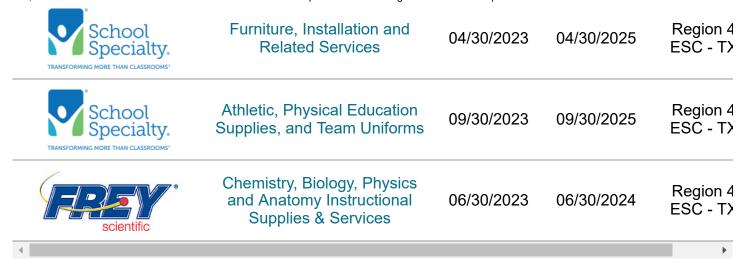
06/30/2023

06/30/2024

Region 4 ESC - T>

40







Get in Touch

840 Crescent Centre Drive Suite 600 Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**	Last name**	
Company name**	Agency Type **	•
Email**	41	

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

Contracts

Solicitations

About Us

Who We Serve

Resources

Contact Us

Privacy Policy | Terms of Use



CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF THE DISTRICT'S INTERNAL FINANCE FUNDS ACCOUNTING SOFTWARE SYSTEM INTERNAL

SCHOOLCASH ONLINE

BACKGROUND:

The District's Internal Finance Funds account for approximately \$6M annually managed on school campuses. The current Internal Finance Funds accounting software system utilized by Fort Worth ISD is SchoolFunds Online by TRA, Inc. This software was first acquired for the 2017-2018 school year and has been in use since then. Approximately two (2) years ago TRA was acquired by their primary competitor, who has satisfactorily continued to support SchoolFunds Online. However, as the initial five (5) year contract draws to a close, a new contract for the same product with the successor vendor is necessary. The proposed contract will include an online purchasing system to enable the District's and schools' customers to pay for goods and services using debit and credit cards. This new module will seamlessly integrate with the existing software. This new module will help the District convert well over 50% of the Internal Finance revenue to online sales, resulting in the following benefits:

- Reduce significantly the time that school staff spend receiving, counting, verifying, and depositing cash
- Reduce the risk associated with excessive cash handled and stored on campuses.
- Reduce the frequency of expensive armored courier services
- Facilitate parent and other customer online payments avoiding school visits
- Increase revenues due to ease of payments
- Improved tracking of schools' Device Damages/payments
- Customized notification to Parents via the SIS (Student Information System) data

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of the District's Internal Finance Funds Accounting Software System SchoolCash Online
- 2. Decline to Approve Purchase of the District's Internal Finance Funds Accounting Software SchoolCash Online
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-41-6399-001-750-99-420-000000

COST:

Not-to-Exceed - \$390,000

Year 1 Proposed Cost - \$138,264.01 (Includes a one (1) time implementation fee and training.)

Year 2 Proposed Cost - \$124,750.09* Year 3 Proposed Cost - \$124,750.09*

(*The annual recurring software cost for Year 2 and Year 3 reflect the standard price increases that will reflect the Consumer Price Index (CPI) + 2%)

VENDOR:

KEV Group

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Omina Partner Region 4 Service Center, Contract R190103. 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 FWISD Campuses Accounting Department Internal Audit Department

RATIONALE:

Approval of the renewal of TRA, INC (now KEV GROUP) contract for cloud-based and vendor hosted activity fund solution (SchoolFunds Online) will continue the current, improved software and provide additional benefits to administration, campuses and parents including:

- 1. Integration with FOCUS, (Student Information System) & MUNIS, (District Finance System)
- 2. Improved Auditing Capacity
- 3. Sponsor Portal
- 4. Online Payment Portal
- 5. Parent Access to Student account information
- 6. SchoolCash Online Payment System (allowing the District to convert a significant portion of cash receipts to online payments)

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF LICENSES FOR INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES

BACKGROUND:

This (1) one-year renewal subscription provides the information technology team with access to industry research, training, and advisory services. The service includes project resources, tools and templates. The renewal period is from June 23, 2022, to June 22, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Licenses for Information Technology Research and Advisory Services
- 2. Decline to Approve Purchase of Licenses for Information Technology Research and Advisory Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Licenses for Information Technology Research and Advisory Services

FUNDING SOURCE: Additional Details

General Fund 199-53-6399-001-999-99-418-000000

COST:

\$65,471.94

VENDOR:

Info-Tech Research Group

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 GSA-GS-35F-298GA Contract. 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:

Technology Department

RATIONALE:

This subscription provides Information Technology with resources for project planning and technology operations governance.

INFORMATION SOURCE:

Marlon Shears

Fort Worth Independent School District

Service Proposal



Jennifer Lowe Regional Director jlowe@infotech.com 1-888-670-8889 ext.3175 April 7, 2022 Hi Marlon,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at Fort Worth Independent School District.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at Fort Worth Independent School District. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Jennifer Lowe Regional Director jlowe@infotech.com 1-888-670-8889 ext.3175

Info-Tech Research Group

3960 Howard Hughes Parkway Suite 500, Las Vegas, NV, USA 89169

infotech.com

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: June 23, 2022 || Contract Length: 1-year

Contact: Marlon Shears

Fort Worth Independent School District

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
Basic Bundle /ML	See below for your selected bundle products	Basic Bundle /ML	1.00	\$47,093.20	\$2,813.20	\$44,280.00
	Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 software selection engagement	2.00			
	Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 software selection engagement	1.00	\$23,546.60	\$2,354.66	\$21,191.94
	Reference Membership	Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	8.00	\$0.00	\$0.00	\$0.00
	Concierge Services	Over 20 high-impact, single-day consulting engagements designed to be delivered online or onsite	1.00	\$19,622.17	\$19,622.17	\$0.00
		'		·	Total Discounts:	\$24.700.02

 Total Discounts:
 \$24,790.03

 Total:
 \$65,471.94

All items stated on this document are in USD and is subject to applicable taxes.

Federal Supply Service Authorized Federal Supply Schedule Price List (GSA) - GS-35F-298GA Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause Document.

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of June 22, 2022.

Please return this signed Service Agreement to Info-Tech by DocuSign, email jlowe@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Name	Signature	
Title	Date	

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF DATA SECURITY PLATFORM

BACKGROUND:

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 April 2022 to April 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Data Security Platform

FUNDING SOURCE: Additional Details

ESSER Fund 281-53-6399-001-999-24-950-000346-22F40

COST:

\$245,940.49

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 Director, network shares, and Microsoft 365 from cybersecurity threats.

INFORMATION SOURCE:

Marlon Shears



Fort Worth ISD - Varonis - 3 Yrs Paid Annually - DIR-TSO-4321

Payment Terms:

Quote #Q-26092

Net 30 Days

Date: 4/14/2022

Expires:

6/30/2022

Prepared For: Fort Worth ISD Marlon Shears 100 N. University

Fort Worth, TX 76107

Critical Start Justin Bacon

Account Manager:

6100 Tennyson Pkwy #200 Plano, TX 75024

6100 Tennyson Pkwy #200 Plano, TX 75024

Prepared By:

Critical Start

Reeti Ahuja

P: (469) 909-7686 P: (469) 520-4326 **P:** 8178712926 E: reeti.ahuja@cyberonesecurity.com

E: marlon.shears@fwisd.org

justin.bacon@cyberonesecurity.com

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 SURTOTAL:					

GRAND TOTAL \$737,821.47

Notes

DIR-TSO-4321

Quote is a 3 year non-cancelable commitment, billed annually as outlined above & below.

Year 1: \$245,940.49 Year 2: \$245,940.49 Year 3: \$245,940.49

Terms & Conditions

This quote ("Quotation") is contingent upon credit approval and shall be deemed accepted by: (i) Customer signing the Quotation, indicating its acceptance ("Accepted Quotation"), and returning the signed copy to CyberOne; or (ii) Customer issuing a valid purchase order referencing this Quotation for the products or services ("Purchase Order"). Complete Quotation terms and conditions may be found at https://cyberonesecurity.com/terms/. Unless a separate applicable executed service agreement between the parties exists, then Professional Services purchased by Customer pursuant to this Quotation shall be governed by the CyberOne Professional Services Agreement ("PSA") in effect as of the date of this Quotation. The CyberOne PSA may be found at https://cyberonesecurity.com/psa/. Professional Services must be used within twelve (12) months from Customer's purchase order date. Customer acknowledges its use of third-party products and services shall be in accordance with the third party's terms and conditions. Payment terms are as set forth above and are calculated from the date of Critical Start's invoice. A late payment penalty of 1.5% per month may be assessed on late payments. Credit card payments will have a 3.5% convenience fee added if allowed by local law; if a convenience fee is disallowed under local law, acceptable forms of payment shall be by check or ACH. 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, Customer is responsible for sales and use tax reporting.

Acceptance		
Critical Start	Fort Worth ISD	
Justin Bacon		
Signature / Name	Signature / Name	Initials
4/14/2022	55	
Date	Date	

Home Explore DIR Contracts

Contract Number

DIR-TSO-4321

Contract Term Date:	07/01/23	
Contract Expiration Da	te: 07/01/2	5

Vendor Information

Critical Start, Inc.

Vendor ID:

1263824084100

HUB Type: Non HUB □

RFO: DIR-TSO-TMP-416

Contract Status: Active

VENDOR CONTACT:

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, Netskipe, 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

Brands

Contract Documents

How to Order

Resellers

Products & Services

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

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

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF ENTERPRISE DATA BACKUP SOLUTION

BACKGROUND:

Data backups enable system availability by creating a copy of data that can be recovered in the event of a primary data failure. Backup copies allow data to be restored from an earlier point in time to help recover from unplanned events, such as hardware or software failures, data corruption, human-caused events such as a malicious attack (virus or malware), or accidental deletion of data, malware events or catastrophic equipment failures. The software and hardware appliances will provide support, implementation, integration, and adoption of industry best practices for data backup and restoration, secure data encryption, and co-location of appliances for the entire District. These services will provide the infrastructure and support for the District to help advance the District's digital learning strategies as well as college and career readiness priorities by helping provide maximum uptime for servers and services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Enterprise Data Backup Solution
- 2. Decline to Approve Purchase of Enterprise Data Backup Solution
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Enterprise Data Backup Solution

FUNDING SOURCE: Additional Details

TRE 198-53-6396-001-999-99-423-000000

COST:

\$608,230.18

VENDOR:

Cloud Unity (formerly MaeTech TX LLC)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal StatisticsBid Number: 20-035-A

Number of Bid/Proposals received: 60

HUB Firms: 7 Compliant Bids: 60

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

Purchasing Support Documents Needed:

- 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 data backup system will enable the District to recover data in the event of hardware or software failures, data corruption, malware attacks, viruses, or equipment failures.

INFORMATION SOURCE:

Marlon Shears



Cloud Unity

5080 Spectrum Drive Suite 1000 East Addison, TX 75001 US msumar@cloudunity.com www.cloudunity.com

QUOTE

ADDRESS

Mr. Marlon Shears, CIO Fort Worth Independent School District 100 N University Dr. 300 Fort Worth, TX 76107 United States QUOTE # 1103

DATE 03/29/2022

EXPIRATION DATE 06/14/2022

SERVICE		DESCRIPTION	QTY	RATE	AMOUNT	
Q8H40A		HPE NS HF60 Hybrid CTO Base Array (H6/HW)	2	40,669.72	81,339.44	
Q8C03B		HPE NS 2x16Gb FC 4p FIO Adptr Kit (H7/HW)	4	19,561.08	78,244.32	
Q8B57B		HPE NS HF40/60 Hybrid 210TB FIO HDD Bndl (H6/HW)	2	40,364.06	80,728.12	
Q8B66B		HPE NS HF40/60 23.04TB FIO Cache Bndl (H6/HW)	2	40,058.71	80,117.42	
Q8G27B		HPE Tier 1 Storage OS Default FIO SW (OV/SW)	2	0.85	1.70	
R0P83A		HPE NS NEMA 5-15P to C19 FIO US Pwr Cord (OV/HW)	4	0.85	3.40	
R3P91A		HPE Tier 1 Storage Array Standard Trk (H7/SW)	2	0.89	1.78	
Q8G48B		HPE NS HF40/60 ES3 210TB 17TB CTO Shelf (H7/HW)	6	6,700.80	40,204.80	
Q8J18A		HPE NS NEMA 5-15 to C13 US FIO Pwr Cord (H7/HW)	12	0.89	10.68	
HA124A1		HPE Technical Installation Startup SVC (UW/IN)	1	0.00	0.00	
HA124A1	V0S	HPE Tier 1 Storage Array PP Stup SVC (SM/IN)	2	3,891.80	7,783.60	
HA114A1		HPE Installation and Startup Service (UW/IN)	1	0.00	0.00	
HA114A1	5MR	HPE Tier 1 Storage Array Startup SVC (SM/IN)	2	3,387.20	6,774.40	
HU4A9A5		HPE 5Y Tech Care Essential Exch SVC (72/ES)	1	0.00	0.00	
HU4A9A5	ZG8	HPE NS 2x16Gb FC 4p Adptr Supp 60	4	4,903.67	19,614.68	

SERVICE		DESCRIPTION	QTY	RATE	AMOUNT
		(N3/ES)			
HU4A9A5	ZFC	HPE NS HF40/60 23.04TB Cache Bndl Supp (N3/ES)	2	15,613.36	31,226.72
HU4A9A5	ZFK	HPE NS HF60 Hybrid Base Array Supp (N3/ES)	2	22,002.20	44,004.40
HU4A9A5	4A9A5 ZFV HPE NS HF40/60 ES3 210TB 17TB Shelf Supp (N3/ES)		6	16,400.50	98,403.00
HU4A9A5	ZFW	HPE NS HF40/60 Hybr 210TB HDD Bndl Supp (N3/ES)	2	19,102.87	38,205.74
Shipping Cl	harge		1	1,565.98	1,565.98
20-035-A Adde	endum 1 (Sof	tware Products) TOTAL		\$608	230 18

September 30, 2024 (Formerly MaeTech)

Φ000,∠30.10

Estimated Lead Time: 101 Days

and/or Promotion at any time without notice**

Accepted By

Accepted Date

^{**}Per HPE policy, there are no returns on CTO/Watson configurations

 $[\]ensuremath{^{**}}\textsc{HPE}$ reserves the right to alter, amend or cancel any Special Pricing

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF IDENTITY MANAGEMENT SOLUTION

BACKGROUND:

Harvesting user credentials is one of several foundational methods involved in almost every cyber-attack. As a result, organizations are moving to reduce their attack surface by strategically changing how they administer and store user accounts. The proposed solution will assist in the reduction of Fort Worth ISD's (FWISD) cyber-attack surface related to identity and access management for identified FWISD accounts. Further, the solution consolidates said accounts into (1) one secure, cloud-based universal directory that resides in a more appropriate environment, which will assist in protecting sensitive FWISD data. The initial contract for this user account management platform, pending approval, will be from May 1, 2022, to April 30, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Identity Management Solution
- 2. Decline to Approve Purchase of Identity Management Solution
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Identity Management Solution

FUNDING SOURCE: Additional Details

TRE 198-53-6399-814-999-99-423-000000

COST:

\$373,774.85

VENDOR:

Active Cyber, LLC

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-4278. 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 solution will strategically assist in the reduction of the District's cyber-attack surface while protecting sensitive District data.

INFORMATION SOURCE:

Marlon Shears



QUOTE EXPIRATION: MAY 20, 2022 ACCOUNT REPRESENTATIVE: ANDREA KING

TERM START DATE: MAY 1, 2022 TERM END DATE: APRIL 30, 2023 BILLING FREQUENCY: IN FULL PAYMENT TERMS: NET 30 TERM (MONTHS): 12 AUTO RENEWS: FALSE

CUSTOMER INFORMATION

Company Name: Fort Worth Independent School District

Contact Name: Marlon Shears

Email: marlon.shears@fwisd.org

Tel: (817) 814-3000

Address: 100 N. University Dr. Suite 300

Fort Worh, TX 76107

RESELLER INFORMATION

Partner Name: Active Cyber, LLC

Texas DIR Contract DIR-TSO-4278

Contact Name: accounts receivable Active Cyber
Email: accounting@activecyber.com

Tel: (214) 646-3353

Fax:

Address: 16000 Dallas Parkway #550

Dallas, TX 75248

SERVICE	SKU	UNIT OF MEASUREMENT	QUANTITY	ANNUAL UNIT PRICE	LIST PRICE	TOTAL			
RUN DATES: 5/1/2022 - 4/30/2023									
API Products - Enterprise. 1100k aMAUs, 1,100,000 MAU per Year	G379-110K	MAU 1		\$191,992.09	\$371,250.00	\$191,992.09			
API Products - Lifecycle Management with 5 OIN Apps. 1100k aMAUs, 1,100,000 MAU per Year	G141-110K	MAU	1	\$79,947.36	\$155,000.00	\$79,947.36			
Support - Premier Plus Success Package	G013	Annual Recurring	1	\$54,286.84	\$.01	\$54,286.84			
Sandbox - Preview Sandbox	G009	Annual Recurring	1	\$40,715.14	\$.01	\$40,715.14			
Okta Essentials - Training	G085	One-Time	1	\$3,416.71	\$3,468.75	\$6,833.43			
TOTAL									

^{*} The Price per Unit of Measurement shown above has been rounded to two decimal places for display purposes. The totals for this Order Form were calculated using the actuals price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

ADDITIONAL TERMS AND CONDITIONS:

- 1. **SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement (UOM) as defined below:
 - 1.1 Servers per Month is a per-Server subscription basis and Customer may not exceed the number of Servers per Month specified above. The number of purchased Servers per Month subscriptions may not be decreased during the Term, and any additional Severs per Month subscriptions purchased during the Term shall terminate on the same date as the then-current Term.
 - 1.2 A User ID is a unique user identifier assigned to the User object by the Okta application. If a User (including non-human devices, such as applications or services) has more than one User ID, each User ID in an Active Status is measured separately for purposes of determining the number of User IDs that must be procured at a given time.
 - 1.3 Users per Month is a per Active User ID subscription basis and Customer may authorize no more than the number of User IDs specified above. In addition, (i) the number of User IDs per purchased may not be decreased during the Term, (ii) additional User IDs may be added during the then-current Term at the same pricing as that for the preexisting User IDs thereunder, prorated for the remainder of the Term in effect at the time the additional User IDs are added, and (iii) the added User IDs shall terminate on the same date as the then-current term. If a user is assigned to multiple non-sandbox orgs, a unique User ID will be assigned to each user per org, and each User ID in an Active Status is measured separately for determining the number of Users per Month.
 - 1.4 Monthly Active Users (MAU) per Year are purchased on a per-Active User ID in a calendar month basis and Customer may not exceed the number of Active User IDs specified above per annual Term. A Monthly Active User ID shall be calculated as when a User ID authenticates with the Service more than one (1) time in a calendar month that will only be calculated as one (1) Active User ID authenticates with the Service more than one (1) time in a calendar month that will only be calculated as one (1) Active User ID. In addition, (i) the number of Monthly Active User IDs represent user IDs shall terminate on the same date as the then-current Term. In the event that Customer exceeds the specified Quantity of MAUs per Year for any API Service, Customer will be subject to an overage fee that is calculated as two times the Price/UOM of the relevant Service(s) shown above.

TRAINING TERMS. All Training Fees paid to Okta hereunder are non-refundable and non-cancelable in accordance with the Training Terms found at www.okta.com/trainingterms.



PAYMENT TERMS. Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Reseller hereunder are nonrefundable and all subscriptions purchased herein are noncancelable.

Failure to pay any installment in a timely fashion will result in all remaining payments to become immediately due. Any fees paid will be non-refundable.

- 3. LICENSE TERMS. This Reseller Order Form is entered into as of the date last signed below (the "Effective Date") between Active Cyber LLC., with offices at 16000 Dallas Parkway Suite 550 Dallas, Texas 75248 ("Active Cyber"),, and the Customer listed above ("Customer"). Products quoted here governed by the then current terms found at www.okta.com/reseller. To the extent that the terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.
- 4. **TEXAS PUBLIC INFORMATION ACT.** The Parties agree that information created or exchanged during the course of the Term may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.
- 5. **CUSTOMER INDEMNIFICATION.** Notwithstanding anything to the contrary in Section 9.2 of the Agreement, Customer shall not be obligated to indemnify Okta.
- 6. **VENUE.** With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Texas.

The parties' authorized signatories have duly executed this Order Form as of the Reseller Order Form Effective Date:

CUSTOMER:			ACTIVE CYBER:			
By:		By:				
Name:		Name:				
Title:		Title:				
Date:		Date:				

Home Explore DIR Contracts

Contract Number

DIR-TSO-4278

Contract Term Date: 12/03/22
Contract Expiration Date: 12/03/24

Vendor Information

Active Cyber LLC

Vendor ID: 14645563579

HUB Type: **Non HUB** □

RFO: DIR-TSO-TMP-416

Contract Status: Active

VENDOR CONTACT:

Shawn Mathew
Vendor Website

DIR CONTACT:

Mario Gutierrez
Phone: (512) 463-8989

Contract Overview

Active Cyber offers software products and related services through this contract. Only one brand, Okta, is available under the contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 12/3/2022

Contract Details & Ordering Information

Products & Services

> Commodity Codes

Brands

Contract Documents

How to Order

Resellers

Products & Services

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

Software

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.



How it Works

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF TEACHER AND STUDENT MOBILE DEVICE DEPLOYMENT SERVICES

BACKGROUND:

Deployment services are needed to complete the refresh of teacher and student mobile devices. These services include preparing mobile devices, asset tagging, applying protective cases, and delivery to campuses. Because these devices will be deployed as campuses meet readiness criteria, short-term storage will also be needed.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Teacher and Student Mobile Device Deployment Services
- 2. Decline to Approve Purchase of Teacher and Student Mobile Device Deployment Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Teacher and Student Mobile Device Deployment Services

FUNDING SOURCE: Additional Details

TRE 198-53-6299-001-999-99-423-000000

COST:

\$530,752

VENDOR:

GTS Technology Solutions

PURCHASING MECHANISM:

Bid/RFP/RFQ

DIR-CPO-4754

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 DIR-CPO-4754 Contract. 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 Schools

RATIONALE:

The purchase of these services will allow teachers and students to gain faster access to new devices to facilitate campus readiness criteria.

INFORMATION SOURCE:

Marlon Shears



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

Quote

 Quote #:
 QT0083452

 Date:
 4/19/2022

Delivery Date:

Expire Date:6/30/2022Customer ID:TXFWISD21000Sales Contact:Sarah Bann

QUO	QUOTE FOR:				SHIP TO:					
Fort	Worth Independent School Di	strict		Fort	Worth Independe	nt School Dis	strict			
	CUSTOMER P.O. NO.		TERMS	SALES REP						
	Quote 1		t 30 Days	Jeff Dawson						
	SHI		ING TERMS SH		SHIP	IP VIA				
NO	ITEM		CONTRACT		OTV	HOM	PRIOF	EVTENDED PRIOE		
NO.	ITEM	NT OF: Fast	CONTRACT	- 4	QTY.	UOM	PRICE	EXTENDED PRICE		
1	SERVICES: DEPLOYMENT CLIE Worth ISD White Glove Services: Please see GTS SOW for Full De	Pad Services-	DIR-CPO-475	04	5,100.00	EACH	\$11.12	\$56,712.00		
	NOTE:									
	Managed Services to include: Asset Tag, Provision, Casing									
2	SERVICES: DEPLOYMENT CLIE Worth ISD White Glove Services: Services- Please see GTS SOW for	MacBook	DIR-CPO-475	54	28,000.00	EACH	\$16.93	\$474,040.00		
	NOTE:									
	Managed Services to incl	ude: Asset Tag, Pi	rovision, Casing							

	Total Weight (EACH): Total Volume (EACH):	0 0	Sales Total: Freight & Misc.:	\$530,752.00 \$0.00
These prices do NOT include taxes, insurance, shipping, material unless specifically listed above. All prices are subavailability.		ces or	Tax Total: Total (USD):	\$0.00 \$530,752.00

Home Explore DIR Contracts

Contract Number

DIR-CPO-4754

Contract Term Date: 03/05/23 □
Contract Expiration Date: 03/05/26

Vendor Information

GTS Technology Solutions, Inc.

Vendor ID:

1742339797900

HUB Type: Woman

Owned Female

RFO: DIR-CPO-TMP-442

Contract Status: Active

VENDOR CONTACT:

Sue Hawk

Phone: (512) 681-6246

Fax: (512) 452-0691

Vendor Website □

DIR CONTACT:

Nicole Simpson

Phone: (512) 475-4971

Contract Overview

GTS Technology Solutions, Inc.offers End-User IT Outsourcing (managed services) for information technology assets through this contract. Managed services include: Provisioning of Equipment; Desktop Outsourcing; and Asset Tracking. Support Services include: Service Desk; On -Site MAC; Remote Support; Standard and Ad Hoc Reporting Documentation;

Break/Fix/Maintenance; and Unwind/End of Engagement services.

Technology Services include: Mobility; HVD; Network Management; Software and Security Services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

> Commodity Codes

Brands

Contract **Documents**

How to Order

Resellers

Products & Services

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

Break/Fix Services **Computer Operations**

Services

Managed Services -

Computers

Network Services

Technical Services

Mobile Device

Management

Security Services

MORE INFORMATION

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

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF MUSIC INSTRUMENTS FOR THE SECONDARY INSTRUMENTAL MUSIC PROGRAMS

BACKGROUND:

The purchase of musical instruments for all secondary Fort Worth ISD (FWISD) campus instrumental music programs will include: Mariachi, Orchestra, and Band. The District needs to annually replace a portion of the instruments as they age and become unusable. The quality and consistency of each instrument is very important for student growth. The Instrumental Music Department surveyed faculty and instrumental music specialists for input and specific needs for each campus and program. The recommended purchase is included in the supporting document.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Music Instruments for the Secondary Instrumental Music Programs
- 2. Decline to Approve the purchase of Music Instruments for the Secondary Instrumental Music Programs
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Music Instruments for the Secondary Instrumental Music Programs

FUNDING SOURCE: Additional Details

ESSER Fund 282-11-XXXX-XXX-24-950-000150-22F32

COST:

\$1,355,511.88

VENDORS:

Brook Mays Music	\$201,545.00
Dallas Strings	\$68,523.00
Delgado Instruments	\$26,512.00
Houghton Horns	\$59,300.00
Midwest Musical	\$43,560.00
Music and Arts	\$24,658.63
Tarpley Music	\$6,135.00
Tempest Instruments	\$364,175.00
Washington Music	.\$561,103.25

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid Statistics

Bid Number: 22-106

Number of Bid/Proposals received: 17

HUB Firms: 0 Compliant Bids: 17

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

Purchasing Support Documents Needed:

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

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

All Secondary FWISD Instrumental Music Programs for Mariachi, Orchestra and Band

RATIONALE:

Replenishment of aging instruments and additional instruments needed for increased enrollment in the instrumental music programs.

INFORMATION SOURCE:

Marcey Sorensen

1.1	Piccolo						
	Supplier QTY	UOM	Estimated	Price	Extended	Supplier Notes Manufacturer	Manufacturer#
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 1	EA		\$732.20	\$732.20	Pearl	PFP-105E
1.2	Piccolo						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 5	EA		\$2,181.00	\$10,905.00	Burkhart	R Pic-W
1.3	Flute						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 46	EA		\$1,378.40	\$63,406.40	Yamaha	YFL-482H
2.1	Oboe						
•	WASHINGTON MUSIC CENTER (WASHINGTON MUS 3	EA		\$1,439.10	\$4,317.30	Yamaha	YOB-241
2.2	Oboe						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 3	EA		\$3,428.70	\$10,286.10	Fox/Renard	330
2.3	Oboe						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 2	EA		\$2,785.90	\$5,571.80	Yamaha	YOB-441
2.4	Oboe						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 4	EA		\$2,755.20	\$11,020.80	Fox/Renard 333 Protégé Oboe	333
2.5	Oboe						
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 2	EA		\$5,857.35	\$11,714.70	Fox/Renard	400-462100
2.6	Bassoon						
	Brook Mays Music and H&H Music (Universal Melc 4	EA		\$4,775.00	\$19,100.00	Fox/Renard	41
2.7	Bassoon						
	Brook Mays Music and H&H Music (Universal Melc 4	EA		\$5,620.00	\$22,480.00	Fox-Renard	222 w/High D
3.1	Bb Clarinet						
	Brook Mays Music and H&H Music (Universal Melc 87	EA		\$435.00	\$37,845.00	Buffet Prodige	BC2541-5-0
3.2	Bb Clarinet						
	Music & Arts (Guitar Center Stores Inc) 16	EA		\$852.57	\$13,641.12	Buffet	E-11
3.3	Bb Clarinet						
	Brook Mays Music and H&H Music (Universal Melc 16	EA		\$3,030.00	\$48,480.00	Buffet	R-13
4.1	Bass Clarinet						
_	Tempest Musical Instruments (Michael Palermo) 12	EA		\$2,095.00	\$25,140.00	Tempest with Low Eb	
4.2	Bass Clarinet						
1	Tempest Musical Instruments (Michael Palermo) 13	EA		\$2,795.00	\$36,335.00	Tempest with Low C	
5.1	Alto Saxophone			4	******		2.2
	Brook Mays Music and H&H Music (Universal Melc 40	EA		\$1,450.00	\$58,000.00	Selmer	SAS411
5.2	Alto Saxophone			40.55	****		
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 15	EA		\$2,450.60	\$36,759.00	Model #listed ir Yamaha	YAS-62III
5.3	Tenor Saxophone			4	******		
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 8	EA		\$1,247.70	\$9,981.60	If you purchase Selmer	STS301
5.4	Tenor Saxophone	F.A.		¢4 600 00	ć40 200 CC	If a combined Callery	CTC 4.4.4
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 12	EA		\$1,609.00	\$19,308.00	If you purchase Selmer	STS411
5.5	Tenor Saxophone	E 4		¢2.022.22	644.554.55	If a contract Variable	VTC COCIII
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 5	EA		\$2,830.20	\$14,151.00	If you purchase Yamaha	YTS-62SIII
5.6	Baritone Saxophone	F.A.		62.672.10	622.057.55	Colore de la confederación	DC400C
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 9	EA		\$3,673.10	\$33,057.90	Selmer no longe Selmer	BS400S
5.7	Baritone Saxophone						

	midwest musical imports (MSA Music Inc) 8	EA	\$5,445.00	\$43,560.00	Yanagisawa	BWO1
6.1	Trumpet					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 52	EA	\$1,093.65	\$56,869.80 If you purchase	e Bach	BTR-411S
6.2	Trumpet					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 8	EA	\$2,075.25	\$16,602.00 If you purchase	· Yamaha	Pro Xeno YTR8345IIS/GS
6.3	Trumpet					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 10	EA	\$2,286.10	\$22,861.00 If you purchase	e Bach	180S37
7.1	French Horn					
	HOUGHTON HORNS LLC 20	EA	\$2,965.00	\$59,300.00 Due to unpredi	(Verus V	Verus V
8.1	Marching Mellophone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 16	EA	\$1,371.70	\$21,947.20	Yamaha	YMP-204MS
9.1	Trombone					
	Brook Mays Music and H&H Music (Universal Melc 30	EA	\$495.00	\$14,850.00	Bach	BTB301
9.2	Trombone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 16	EA	\$1,302.95	\$20,847.20	Bach	BTB-411
9.3	Trombone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 12	EA	\$1,393.90	\$16,726.80 If you purchase	· Yamaha	YSL-448G
9.4	Trombone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 12	EA	\$2,326.35	\$27,916.20 If you purchase	e Conn	88HO
9.5	Trombone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 13	EA	\$2,774.90	\$36,073.70 If you purchase	e Bach	42BO
9.6	Bass Trombone					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 3	EA	\$3,820.20	\$11,460.60	Bach	50B2LO
10.1	Euphonium					
	Tempest Musical Instruments (Michael Palermo) 18	EA	\$1,495.00	\$26,910.00	Tempest	570S
10.2	Euphonium					
_	Tempest Musical Instruments (Michael Palermo) 42	EA	\$2,495.00	\$104,790.00	Tempest	6618
11.1	Marching Euphonium					
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 14	EA	\$1,921.75	\$26,904.50	Yamaha	YBH-301MS
12.1	Tuba					
_	Tempest Musical Instruments (Michael Palermo) 16	EA	\$3,695.00	\$59,120.00	Tempest 750M	Munich
12.2	Tuba		4			-
	Tempest Musical Instruments (Michael Palermo) 20	EA	\$4,595.00	\$91,900.00	Tempest 770P	Prague
13.1	Sousaphone		4		_	
	WASHINGTON MUSIC CENTER (WASHINGTON MUS 4	EA	\$7,960.30	\$31,841.20 Priced with Bac	Conn	2OKSPW
13.2	Sousaphone		4	440.000.00		
	Tempest Musical Instruments (Michael Palermo) 4	EA	\$4,995.00	\$19,980.00	Tempest	728K-S
14.1	Concert Bells		4000.00	4000 00 W	V 1	VO 25000100
4.5.5	WASHINGTON MUSIC CENTER (WASHINGTON MUS 1	EA	\$890.00	\$890.00 Yamaha no long	g Yamaha	YG-250DS100
14.2	Concert Bells		40.000.0	42.000.01		22.5
	Music & Arts (Guitar Center Stores Inc) 1	EA	\$2,066.24	\$2,066.24	Malletch	G2.6
14.3	Vibraphone		4	40.000.00		
	Music & Arts (Guitar Center Stores Inc) 2	EA	\$4,312.99	\$8,625.98	Adams	VCSF30
14.4	Marimba					

	WASHINGTON MUSIC CENTER (WASHINGTON MUSIC	5 2	EA	\$4,624.45	\$9,248.90	Adams	MCKF43
14.5	Marimba			ψ 1,02 11 15	+3) 2 13.33	7.00.110	
	Tarpley Music Co. Inc.	1	EA	\$4,561.00	\$4,561.00	Yamaha	YMRD 2400C
14.6	Concert Bass Drum w/Suspended Stand			1 /	, ,		
<u> </u>	Tarpley Music Co. Inc.	1	EA	\$1,574.00	\$1,574.00	Ludwig	LECB86XX WF18"X 36"
14.7	Timpani - 4						
•	WASHINGTON MUSIC CENTER (WASHINGTON MUSIC	<u>5</u> 1	EA	\$11,774.25	\$11,774.25	Yamaha	TP6304CL
14.8	Timpani - 4						
•	WASHINGTON MUSIC CENTER (WASHINGTON MUSIC	<u>5</u> 1	EA	\$12,370.30	\$12,370.30	Ludwig	LTP504PG
14.9	Chimes						
	WASHINGTON MUSIC CENTER (WASHINGTON MUSIC	<u>5</u> 1	EA	\$5,557.80	\$5,557.80	Adams	BK3203CF
14.10	Snare Drum w/stand						
	Brook Mays Music and H&H Music (Universal Mel	<mark>c</mark> 2	EA	\$395.00	\$790.00	Ludwig	LM400
14.11	Suspended Cymbal 20"						
	Music & Arts (Guitar Center Stores Inc)	1	EA	\$325.29	\$325.29	Zildjian	20" K
15.1	Violin 4/4 Size						
	Dallas Strings, Inc.	3	EA	\$1,112.00	\$3,336.00	Eastman Jean Lupot	501
15.2	Violin 4/4 Size						
	Dallas Strings, Inc.	8	EA	\$1,295.00	\$10,360.00	Eastman Pietro Lumbardi	502
15.3	Violin 4/4 Size						
15.4	Viola 16"						
	Dallas Strings, Inc.	1	EA	\$1,295.00	\$1,295.00	Eastman Jean-Pierrot Lupot	501
15.5	Viola 16"			4	4		
45.0	Dallas Strings, Inc.	1	EA	\$1,465.00	\$1,465.00	Eastman Pietro Lumbardi	502
15.6	Viola 15.5"	4	F.4	Ć4 205 00	ĆE 400 00	Factoria Discoult and	504
45.7	Dallas Strings, Inc.	4	EA	\$1,295.00	\$5,180.00	Eastman Jean-Pierrot Lupot	501
15.7	Viola 15.5"	2	EA	¢1 4CF 00	\$4,395.00	Factorian Lan Diarret Lumber	4
15.8	Dallas Strings, Inc. Cello 4/4 Size	3	EA	\$1,465.00	\$4,395.00	Eastman Jean-Pierrot Lumbar	0.502
15.8	Dallas Strings, Inc.	4	EA	\$1,500.00	\$6,000.00	Eastman VC-100	90
15.9	Cello 4/4 Size	4	EA	\$1,500.00	\$6,000.00	Eastman vC-100	90
13.9	Dallas Strings, Inc.	4	EA	\$2,473.00	\$9,892.00	Eastman Jean-Pierrot Lupot	501
15 10	String Bass 1/4 Size	4	LA	\$2,473.00	33,832.00	Lastillali Jeali-Flei Tot Lupot	301
13.10	Dallas Strings, Inc.	6	EA	\$1,900.00	\$11,400.00	Eastman Bella	80
15 11	String Bass 1/2 Size	U	LA	\$1,900.00	711, 1 00.00	Lastinali Della	00
13.11	Dallas Strings, Inc.	8	EA	\$1,900.00	\$15,200.00	Eastman Bella	80
16.1	Guitarron	J		Ģ1,500.00	713,200.00	Lustinan Bena	
10.1	Delgado Guitars, LLC	12	EA	\$1,096.00	\$13,152.00	Delgado Guitars	Herencia
16.2	Guitarron			71,000.00	Ţ-0,132.00	2 0.0000 00.000	
	Delgado Guitars, LLC	10	EA	\$1,336.00	\$13,360.00	Delgado Guitars	Serentas
		703		\$174,511.39 \$			
				,,	,,		

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE AUTHORIZATION TO PURCHASE INSTRUCTIONAL

MATERIALS FROM THE DOCUMENT BASED-QUESTION (DBQ)

PROJECT

BACKGROUND:

The District designed and is currently implementing an Instructional Framework, Literacy Framework, Disciplinary Literacy Framework and Bilingual Framework to ensure the delivery of quality daily instruction across contents and grade levels, and improve outcomes for all students without regard to race, language, or the zip code in which they reside. The Fort Worth ISD Disciplinary Literacy Framework is grounded in research-based disciplinary literacy practices that target the higher-order reading, writing, and thinking skills students need to be college and career ready.

Purchase of The Document Based-Question (DBQ) Project materials is to support a purposeful and coherent implementation of disciplinary literacy in social studies across grade levels. Under the purchase, campuses districtwide who serve grades 6-12 will receive access to The DBQ Project Online platform and resources for the 2022-2023 school year. Included in the purchase is a robust professional learning plan to support implementation in line with the District's disciplinary literacy framework.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Authorization to Purchase Instructional Materials from The Document Based-Question (DBQ) Project
- 2. Decline to Approve Authorization to Purchase Instructional Materials from The Document Based-Question (DBQ) Project
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Purchase Instructional Materials from The Document Based-Question (DBQ) Project

FUNDING SOURCE: Additional Details

ESSER Fund 282-11-6399-018-XXX-24-950-000155-22F32

COST:

\$88,500

VENDOR:

The DBQ Project

PURCHASING MECHANISM:

BIDS/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-005

Number of Bid/Proposals received: 51

HUB Firms: 6 Compliant Bids: 51

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 Ouote and Notarized FWISD Sole Source Affidavit
- Emergency Price Quote and Emergency Affidavit

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

Teaching and Learning Campuses District-Wide Serving Grades 6-12

RATIONALE:

Purchase of The DBQ Project materials is to support a purposeful and coherent implementation of disciplinary literacy in social studies across grade levels. DBQs and Mini-Qs centers on primary and secondary source analysis and argument making in the social studies sub-disciplines. Materials are standards aligned and structured to allow students at all levels to practice answering historical questions, interrogate sources, use evidence to support oral and written arguments, and develop skills needed to be college and career ready.

INFORMATION SOURCE:

Marcey Sorensen

The DBQ Company

Evanston, IL 60202

Quote

Date	Estimate #		
2/13/2022	2022-02-84		

Name / Address

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

Attn: Joseph Niedziela

NOTE: A license is school specific and cannot be shared with other schools.

Description	District	Cost	Total
DBQ Online Access - 18 High Schools Schools: Amon Carter-Riverside, Arlington Heights, Diamond Hill Jarvis, Dunbar, Eastern Hills HS, Maine Creek Collegiate, North Side, Paschal, Polytechnic, South Hills HS, Southwest, Texas Academy of Biomedical Sciences, I.M. Terrell Academy, TCC South, Trimble Tech, Western Hills, O.D. Wyatt, International Newcomer Academy Full library			
\$2625 x 1 year Titles: DBQs in US History & World History. Mini-Qs in US History V1, US History V2, World History V1, World History V2, World History V3, Geography, Civics, Economics, Texas History, Literature V1, Literature V2	18	2,625.00	47,250.00
DBQ Online Access - 18 Middle Schools Schools: Applied Learning Academy, Daggett Middle, Daggett Montessori, J.P. Elder, Forest Oak, William James, Kirkpatrick Middle, Leonard, Jean McClung, McLean Middle & 6th grade, Meacham, Middlebrook Middle, Monning, Morningside, Riverside, Rosemont Middle, Stripling, Wedgwood Middle & 6th grade 3 e-binders @ \$375 each + 1 e-binder FREE	10	1 125 00	20.250.00
\$1125 x 1 year	18	1,125.00	20,250.00

*Add print binder(s) to online orders for \$150 per binder. One discounted binder per one online binder license.

Page 1

Total

Tel: 847-475-4007 FEIN 75-3178904

The DBQ Company

Evanston, IL 60202

-				
rn		-	٠	$oldsymbol{\cap}$
w	u	O	L	e
_	-	-	•	$\overline{}$

Date	Estimate #
2/13/2022	2022-02-84

Fort Worth ISD
100 N. University Drive
Forth Worth, TX 76107
Attn: Joseph Niedziela

NOTE: A license is school specific and cannot be shared with other schools.

Description	District	Cost	Total
Titles: Mini-Qs in Geography, Texas History, US History V1 + Literature V3 FREE			
DBQ Online Access - 8 additional schools Schools: Benbrook MS/HS, World Language Institute, YMLA, YMWA, Metro Opportunity HS, Boulevard Heights, Jo Kelly School, Success High School Full library \$2625 x 1 year Titles: DBQs in US History & World History. Mini-Qs in US History V1, US History V2, World	8	2,625.00	21,000.00
History V1, World History V2, World History V3, Geography, Civics, Economics, Texas History, Literature V1, Literature V2			
PROFESSIONAL DEVELOPMENT: 6 FREE days			

*Add print binder(s) to online orders for \$150 per binder. One discounted binder per one online binder license.

Page 2

Total

\$88,500.00

Tel: 847-475-4007 FEIN 75-3178904

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF SOCIAL STUDIES MATERIALS

BACKGROUND:

School districts adopt new materials in accordance with the timelines established by the Texas Education Agency (TEA). Social Studies materials were last purchased at the respective timeline. The contracts for those materials have expired and new materials need to be purchased until TEA calls for the adoption of new materials in that content area.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Social Studies Materials
- 2. Decline to Approve Purchase of Social Studies Materials
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Social Studies Materials

FUNDING SOURCE: Additional Details

Special Revenue 410-11-6321-001-999-11-458-000000-12245

COST:

\$1,183,136

VENDOR:

Savvas

PURCHASING MECHANISM:

BID/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29 Compliant Bids: 203

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

Purchasing Support Documents Needed:

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

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

All campuses

RATIONALE:

Purchase of resources ensures students have equitable access to instructional materials as outlined in the District's curriculum for social studies.

INFORMATION SOURCE:

Marcey Sorensen



Joseph Niedziela

Ft Worth Ind School District 100 N University Dr Fort Worth, TX 76107-1360 United States Quote Number: 178663-2

Quote Creation Date: 02-15-2022

Quote Expiration Date: 09-30-2022

Quote Release: 2

Fort Worth ISD - myWorld SS 2-Yr Extension (2023-2025) Print + Digital (K Digital Only)

Price Quote Summary

Solution	Base Amount		Total
myWorld Social Studies	\$ 1,183,136.00		\$ 1,183,136.00
Solution Subtotal	\$ 1,183,136.00	\$ 1,183,136.0	
	Shipping & Handling		\$ 0.00
		Total	\$ 1,183,136.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
myWorld Social	Studies			
SS English				
9781428498648	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE K	\$13.97	4,500	\$62,865.00
9781428498594	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 1	\$27.97	4 ,500	\$125,865.00
9781428498600	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 2	\$27.97	4,500	\$125,865.00
9781428498617	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 3	\$33.97	4,500	\$152,865.00
9781428498624	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 4	\$33.97	4,500	\$152,865.00

ISBN	Description	Price	Charged Qty	Total Charged
9781428498631	ELEMENTARY SOCIAL STUDIES 2016 TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 5	\$36.97	4,500	\$166,365.00
	SS English Subtotal			\$ 786,690.00
SS Spanish				
9781428498761	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS DIGITAL COURSEWARE EXTENSION 2- YEAR LICENSE GRADE K	\$15.97	1,800	\$28,746.00
9781428498716	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 1	\$31.97	2,000	\$63,940.00
9781428498723	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 2	\$31,97	2,000	\$63,940.00
9781428498730	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 3	\$38.97	2,000	\$77,940.00
9781428498747	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 4	\$38.97	2,000	\$77,940.00
9781428498754	ELEMENTARY SOCIAL STUDIES 2016 SPANISH TEXAS STUDENT WORKTEXT + DIGITAL COURSEWARE EXTENSION 2-YEAR LICENSE GRADE 5	\$41,97	2,000	\$83,940.00
	SS Spanish Subtotal			\$ 396,446.00
	myWorld Social Studies Subtotal			\$ 1,183,136.00
	Solution Subtotal			\$ 1,183,136.00
		Shipping ar	nd Handling	\$ 0.00
			-	Total \$ 1,183,136.00
			Discounted S	hipping & Handling Applied

Please send final Purchase Order to: irvingsupport@savvas.com

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price via one of the following methods:

Please send final Purchase Order to: irvingsupport@savvas.com

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: https://worktext-subscriptions.savvas.com/.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: https://support.savvas.com/support/s/customer-service-support-form.

Technical support services are included with purchase of Savvas digital products eform: https://support.savvas.com/support/s/k12-curriculum-support-form phone: 1-800-848-9500

Professional Services: All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF MATH AND SCIENCE INSTRUCTIONAL MATERIALS

BACKGROUND:

School districts adopt new materials in accordance with the timelines established by the Texas Education Agency (TEA). Math and Science materials were last purchased at the respective timelines. The contracts for those materials are expiring and new materials need to be purchased until TEA calls for the adoption of new materials in that content area.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Math and Science Instructional Materials
- 2. Decline to Approve Purchase of Math and Science Instructional Materials
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Math and Science Instructional Materials

FUNDING SOURCE: Additional Details

ESSER Fund 282-11-6329-021-XXX-24-950-000155-22F32......\$2,455,862.27

282-11-6329-019-XXX-24-950-000155-22F32......\$10,082,176.75

COST:

\$12,538,039.02

(Quotes are available upon request from the Purchasing Department.)

VENDORS:

Carnegie	\$4,167,322.00
Cengage	
College Board	\$175,601.25
Discovery Science	\$19,600.00
Eureka	\$5,739,253.50
HMH	\$870,615.76
McGraw Hill	\$223,995.60
StemScopes	\$1,294,050.91

PURCHASING MECHANISMS:

Bid/RFP/RFQ

College Board McGraw-Hill

Bid/Proposal Statistics
Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29 Compliant Bids: 203

Carnegie

Bid/Proposal StatisticsBid Number: 22-044

Number of Bid/Proposals received: 156

HUB Firms: 34 Compliant Bids: 156

Eureka/Great Minds

HMH Cengage

Accelerate Learning/Stemscopes
Discovery Education/Science

<u>Bid/Proposal Statistics</u> Bid Number: 22-122

Number of Bid/Proposals received: 17

HUB Firms: 5 Compliant Bids: 17

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 campuses

RATIONALE:

Purchase of resources ensures students have equitable access to instructional materials as outlined in the district's curriculum plan and required by TEA.

INFORMATION SOURCE:

Marcey Sorensen

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF DUAL LANGUAGE SUMMER READING MATERIALS

BACKGROUND:

The Dual Language Summer Reading Intervention resource will be utilized in Summer Learning 2021 - 2022 and Saturday Learning Quest 2022 - 2023. This program will be used to improve students' key reading skills in the areas of phonics, vocabulary, fluency, and academic vocabulary. The Dual Language Summer Reading Intervention program grounded in the Science of Teaching Reading will provide K - 5 students in the Summer Learning Dual Language program with rigorous and differentiated instruction to bridge the gap for English Language Learners.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Dual Language Summer Reading Materials
- 2. Decline to Approve Purchase of Dual Language Summer Reading Materials
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Dual Language Summer Reading Materials

FUNDING SOURCE: Additional Details

Special Revenue 263-11-6399-0D3-XXX-25-590-000000-22F90

COST:

\$191,097.06

VENDOR:

Teacher Created Materials

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 20-040

Number of Bid/Proposals received: 224

HUB Firms: 45 Compliant Bids: 224

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:

Alice Contreras Elementary	Atwood McDonald Elementary	Bonnie Brae Elementary
Burton Hill Elementary	Clifford Davis Elementary	D.McRae Elementary
Daggett Elementary	Dolores Huerta Elementary	East Handley Elementary
Eastern Hills Elementary	Greenbriar Elementary	Hazel Harvey Peace Elementary
Manuel Jara Elementary	M.H. Moore Elementary	Oakhurst Elementary
Oaklawn Elementary	A.M. Pate Elementary	Ridglea Hills Elementary
Sagamore Hill Elementary	Bruce Shulkey Elementary	Sunrise Elementary
Waverly Park Elementary	Tanglewood Elementary	Van Zandt Guinn Elementary
Westpark Elementary	W.M. Green Elementary	Worth Heights Elementary
Glen Park Elementary		

RATIONALE:

Students will improve key reading skills in the essential components of literacy such as comprehension, fluency, word recognition, and academic vocabulary. Students will be exposed to high-interest, complex texts that provide opportunities to practice multiple strategies. The Dual Language Summer Reading Intervention resource will be utilized in Summer Learning 2021 - 2022 and Saturday Learning Quest 2022 - 2023.

INFORMATION SOURCE:

Marcey Sorensen



Proposal

Teacher Created Materials 5482 Argosy Ave Huntington Beach, CA 92649

2/27/2022

Proposal – Dual Language Summer Reading Fort Worth Independent School District

FAX OR MAIL PURCHASE ORDER TO:

ATTN: ORDERS

TEACHER CREATED MATERIALS

5482 Argosy Ave.

HUNTINGTON BEACH, CA 92649 EMAIL: ORDERS@TCMPUB.COM

FAX: 888-877-7606

Item #	Title	Qty	Unit Price	Ext Price
25845SE	Dual Language Summer Reading/SPANISH – KINDER	28	\$649.99	\$18,199.72
21418SE	Dual Language Summer Reading/SPANISH – 1 ST GRADE	28	\$649.99	\$18,199.72
21423SE	Dual Language Summer Reading/SPANISH – 2 ND GRADE	28	\$649.99	\$18,199.72
21428SE	Dual Language Summer Reading/SPANISH – 3 RD GRADE	28	\$649.99	\$18,199.72
23197SE	Dual Language Summer Reading/SPANISH – 4 TH GRADE	28	\$649.99	\$18,199.72
23207SE	Dual Language Summer Reading/SPANISH – 5 TH GRADE	28	\$649.99 \$0	\$18,199.72 \$0
21137CE	Dual Language Summer Reading/Eng - Kinder	28	\$649.99	\$18,199.72
21138CE	Dual Language Summer Reading/Eng – 1 st GRADE	28	\$649.99	\$18,199.72
21139CE	Dual Language Summer Reading/Eng – 2 ND GRADE 95	28	\$649.99	\$18,199.72



Created by Teachers for Teachers and Students

Proposal

21140CE	Dual Language Summer Reading/Eng – 3 RD GRADE	28	\$649.99	\$18,199.72
21141CE	Dual Language Summer Reading/Eng – 4 TH GRADE	28	\$649.99	\$18,199.72
21142CE	Dual Language Summer Reading/Eng – 5 th GRADE	28	\$649.99 \$0.00	\$18,199.72 \$0
Digital	Site license for digital Teacher's Guide with each print kit (English and Spanish)	336	\$129.99 No Charge	\$43,676.64 \$0
Pacing Guide	Pacing Guide for each grade level	6	No Charge	\$0
Training	Full Day of product training	1	\$5,500.00 No Charge	\$5,500.00 \$0
SHIP	Shipping and handling – 10% Discounted to 5%	1	\$18,199.72 \$9,099.86	\$9,099.86

Total: \$191,097.06

This proposal includes the following discounts:

Print materials	\$36,399
Digital license	\$43,676
Professional Development	\$5,500
<u>Shipping</u>	\$9,099
Total discount	\$94,674

Thank you!

Todd McKay
Sales Consultant
Teacher Created Materials
Mobile: (806) 786-7312
Email: tmckay@tcmpub.com

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF DUAL CREDIT TEXTBOOKS AND

TARRANT COUNTY COLLEGE (TCC) PLUS RESOURCES FOR THE

2022 - 2023 SCHOOL YEAR

BACKGROUND:

Fort Worth Independent School District provides all Dual Credit textbooks for students participating in the approved Dual Credit courses offered through Tarrant County College District and their high school during the school day. Textbooks are based on each Dual Credit student enrolled in a TCC course that includes a required textbook, *or* a TCC Plus course that includes the required textbook resources already built into the Dual Credit class through the Canvas Learning Platform.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2022 2023 School Year
- 2. Decline to Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2022 2023 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-11-6321-001-XXX-38-697-000000

COST:

Not-to-Exceed - \$700,000

VENDORS:

Tarrant County College District Barnes Noble Bookstore

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 & VPA	North Side High School	Paschal High School
Polytechnic High School	South Hills High School	Southwest High School
Trimble Tech High School	Western Hills High School	O.D. Wyatt High School
Young Women's Leadership Academy	Texas Academy of Biomedical Sciences (TABS)	World Languages Institute
Young Men's Leadership Academy	Marine Creek Collegiate High School	TCC South Early College High School

RATIONALE:

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that lead to a post-secondary degree and/or certificate. The TCC Dual Credit courses will allow students access to continue enrollment in college courses which allow high school credit and college credit simultaneously.

INFORMATION SOURCE:

David Saenz

INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

FORT WORTH INDEPENDENT SCHOOL DISTRICT

DUAL CREDIT PROGRAM

STATE OF TEXAS

This Agreement (herein so called), made and entered into as of June 2, 2021, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted Texas independent school district (referred to herein as "SCHOOL DISTRICT"), evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of June 2, 2021 and ending on June 1, 2024. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement in writing for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

I. PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

II. DUAL CREDIT STATEWIDE GOALS

Texas Education Code, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Coordinating Board (THECB) and the Teas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to, and acceleration through, postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students

participating in the dual credit program academic and college readiness advising with access to the COLLEGE DISTRICT'S student support services to support students into college course completion.

Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT'S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

III. ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) Texas Education Code, TEC 130.008, states dual credit courses must apply to the core curriculum, career and technical education courses toward a TCCD career and technology Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

IV. LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of <u>Practice</u> <u>for Courses Offered Electronically</u> and the COLLEGE DISTRICT's standards for distance learning courses.

V. PROGRAM DETAILS

- (1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.
- (2) Program guidelines align with the <u>Texas Administrative Code Chapter 4</u>; <u>Subchapter D</u>. If the THECB adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
 - a) Consent to Emergency Treatment for Minor Student Form;
 - b) Family Educational Rights and Privacy Act Waiver (optional),
 - c) Meningitis Vaccination Record (if taking courses on a TCC campus)
 - d) Residency Questionnaire;
 - e) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-55 (Immigration Status); and
 - f) Online Readiness (for online courses).
- (4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5) Students must complete registration process by completing the following steps:

- a) Admission application;
- b) Pre-Assessment Activity (or exemption);
- c) Texas Success Initiative Assessment (TSI-A) (or exemption);
- d) Register for courses; and
- e) Pay for dual credit courses (refer to Tuition and Fees section).
- (6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum of 15 students per class. Exceptions to this requirement can be approved by the Vice President for Academic Affairs.
- (8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S <u>Student Code of Conduct</u>. The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.
- (10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (11) To continue in the program, students need to maintain academic standards of COLLEGE DISTRICT.
- (12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.
- (13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified in writing of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

VI. COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the THECB. Dual credit courses will be taught, and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting <u>SACSCOC requirements</u>) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the SACSCOC accreditation requirements.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

VII. JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and

SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

VIII. ACADEMIC ADVISING

The COLLEGE DISTRICT shall offer academic advising services on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, and TCC Connect. The scope of services will include professional advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Academic advisors will partner with COLLEGE DISTRICT Coordinators of Dual Credit to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (https://www.tccd.edu/services/campus-resources/) and academic help https://www.tccd.edu/academics/academic-help/ to all dual credit students.

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

TCCD has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Public Service
- Arts and Humanities
- Multi-Disciplinary Studies

The College District and School District will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014
- Other HB5 FAQs

IX. STUDENT LEARNING MATERIALS AND COURSE SUPPLIES

Student Learning Material can include digital-based course materials, common learning materials (textbooks), and open education resources.

Throughout the duration of this Agreement (check appropriate box [es]):

ng Materials
The SCHOOL DISTRICT will provide student learning materials for students
Students are responsible for purchasing student learning materials
e Supplies
Course supplies will be purchased/provided by the SCHOOL DISTRICT
Students are responsible for purchasing course supplies
Plus (Please refer to Attachment C for detailed information on TCC Plus)
The SCHOOL DISTRICT will pay all students' TCC Plus course charge(s)
Students are responsible for TCC Plus course charge(s)
X. TUITION AND FEES e refer to Attachment C for detailed information on payment and deadlines for tuition and fees)
ghout the duration of this Agreement (check appropriate box [es]):
SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will pay all students' tuition costs
Self-Pay Student (not paid by the SCHOOL DISTRICT): Students are responsible for tuition costs
Student Self-Pay and SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will have both self-pay and SCHOOL DISTRICT pay students. By the payment deadline for each term, the SCHOOL DISTRICT will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes
Third Party Pay (other than a SCHOOL DISTRICT): The following organization will be paying the cost of students' tuition. By the payment deadline for each term, the Organization will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes

XI. DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Supervise and evaluate instructors of dual credit courses.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.
- I. Inform students of Title IX training, #NotAnymore.

XII. DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1) Student Texas Success Initiative ("TSI") exemption records;
 - (2) Advising of students with completion of all required COLLEGE DISTRICT admissions documents:
 - (3) Assist the COLLEGE DISTRICT with student orientation;

- (4) Submit all student documentation by published due dates
- (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel; and
- (6) Provide a list of tuition sponsored students if applicable.
- I. Ensure students have registered by the COLLEGE DISTRICT'S TCC Academic Calendar.
- J. For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes with adequate classroom facilities, technology, and ensure no disruption of college classes.
- K. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.

XIII. AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

XIV. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

XV. RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

XVI. LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT or SCHOOL DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT or SCHOOL DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty (30) days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by

one of the Parties, or the occurrence of a conflict of interest between the Parties.

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

COLLEGE DISTRICT Elva LeBlanc, Ph.D. Executive Vice Chancellor-Provost Tarrant County College 1500 Houston Street Fort Worth, Texas 76102

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

Executed as of June 2, 2021, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

By Cugene Giovannini Ed.D.

Chancellor, Tarrant County College

FORT WORTH/INDEPENDENT SCHOOL

DISTRICT

Kent P. Scribner, Ph.D.

Superintendent of Schools

Fort Worth Independent School District

LC

ATTACHMENT A COURSE CROSSWALK: PROGRAMS APPROVED/COURSE CURRICULUM GUIDE/ENDORSEMENT GUIDE/COURSE CROSSWALK

Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

General Requirements for an Associate Degree:

- 1. Earn up to 60 college-level credit hours.
- 2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
- 3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
- 4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
- 5. All requirements of the degree must be satisfactorily completed.
- 6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
- 7. All financial obligations to the College must be met.
- 8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

General Requirements for a Certificate of Completion:

- 1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
- 2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
- 3. All requirements of the certificate must be satisfactorily completed.
- 4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
- 5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

Core Curriculum and Semester Credit Hour (SCH) Requirements:

Communication – 6 SCH
Mathematics – 3 SCH
Life and Physical Sciences – 8 SCH
Language, Culture and Philosophy – 3 SCH
Creative Arts – 3 SCH
American History – 6 SCH
Government and Political Science – 6 SCH
Social and Behavioral Science – 3 SCH
Component Area Option – 4 SCH – (KINE 1164)

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements

for bachelor's degrees in majors that correspond to the Field of Study.

Fields of Study

Business Administration & Management

Communication:

Advertising & Public Relations

Journalism & Mass Communication

Radio & Television Broadcasting/Broadcast Journalism

Speech Communication

Computer Science

Engineering:

Civil Engineering

Electrical Engineering

Mechanical Engineering

Music

Nursing

Social Work

You should consult with an academic advisor about transferring to a specific college or university.

Dual Credit Core Curriculum Course Guide

English (6 Hours) Choose two courses		
ENGL 1301*	ENGL 1302*	3 Hrs
		3 Hrs
Speech (3 Hours) Choose one course		
SPCH1315 Or		3 Hrs
SPCH 1321		
Math (3 Hours) Choose one course		
MATH 1314* (Algebraic Pathway) Or		
MATH 1342* (Non Algebraic Pathway)		3 Hrs
Or Math 1332+ (Non Algebraic Pathway)		
Science (8 Hours) Choose two courses		
BIOL 1408 (Non Science Majors) Or	BIOL 1409 (Non Science Majors) Or	
BIOL1406 (Science Majors)	BIOL 1407 (Science Majors)	4 Hrs
DioLitto (Science Wajors)	21021107 (20101001120)	4 Hrs
Creative Arts (3 Hours) Choose one course		4 1113
ARTS 1301 Or		
MUSI 1306 Or		3 Hrs
DRAM 1301		
Lang Culture & Phil (3 Hours) Choose one	course	
ENGL 2322* Or		
ENGL 2327* Or		3 Hrs
ENGL 2323* Or		
ENGL 2328*		
American History (6 Hours) Choose two col HIST 1301*	HIST 1302*	3 Hrs
HIST 1301**	H1S1 1302*	3 Hrs
Government (6 Hours) Choose two courses		51118
GOVT 2305*	GOVT 2306*	3 Hrs
(Both Government courses required	(Both Government courses required	3 Hrs
depending on transfer requirements.	depending on transfer requirements.	51118
Check with College Advisor or High School	Check with College Advisor or High	
Representative)	School Representative)	
Behavior (3 Hours) Choose one course		
PSYC 2301*		
SOCI 1301*		3 Hrs
ECON 2301		

Other college courses may or may not count for High school Credit.

How to read course numbers: Example, ENGL 1301

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:
 - 1=Freshman or introductory level.
 - 2=Sophomore or intermediate or advanced.
- The second digit indicates the **semester credit hour value** of the course.
- The third and fourth digits establish type of institution and course sequence.

110

^{*} TSI passing score required

Texas HS Endorsements

TCC Pathways

Students can choose from 5 endorsement areas



- Career and Technical Education (CTE) courses related to STEM
- Mathematics Science
- Combination of no more than two of the categories listed above



Business and Industry (one of the following or a combination of areas)

- Agriculture Food and Natural Resources Architecture and Construction Arts
 - Hospitality and Tourism
- Audio/Video Finance

· Law

- Information Technology
- Marketing
- Manufacturing Technology Applications
- - Transportation or Distribution and Logistics English electives in public speaking, debate, advanced broadcast journalism, advanced journalism including newspaper and yearbook

Business Management and Administration

Technology and Communications

Computer Science



Public Service (one of the following) Human Services

- Health Science
 - Public Safety
- Corrections and Security

- · Education and Training
- · Government and Public Administration
- Junior Reserve Officer Training Corps (JROTC)

Social Studies

American Sign Language (ASL)



Arts and Humanities (one of the following)

- 2 levels each in two languages other than English (LOTE)
- 4 levels in the same LOTE
- Courses from one or two areas (music, theater, art, dance) in fine arts
- English electives not included in Business and Industry



Multi-Disciplinary Studies (one of the following)

- 4 advanced courses from other endorsement areas
- 4 credits in each foundation subject area, including English IV and chemistry and/or physics
- 4 credits in Advanced Placement, International Baccalaureate, or dual credit selected
- from English, mathematics, science, social studies, economics, LOTE or fine arts



STEM

Business & Industry

Human & Public Service

Arts & Humanities

Health Science

*Visit your school counselor to learn more about your options. Students may earn more than one endorsement.

DUAL CREDIT COURSE CROSSWALK ACADEMIC

(In Collaboration With High School Representative)

	9 th Gr	eada	10 th Gi		11 th (12th Grade	
	English I or II		English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
lo		English I or II					Elective	
High School	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or
S	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics
lgi	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
_ ≖	Geography	Geography		History				
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					⊠ *ENGL 1301	⊠ *ENGL 1302		
					03220300 or	03220300 or		
					03220400	0320400 or		
						⊠ *ENGL 2311		
						03221100		
			⊠SPCH1315	⊠ARTS 1301	⊠ *HIST 1301	⊠ *HIST 1302	⊠ *ENGL 2322	⊠ *MATH 1342
			03241200 or	03500110	03340100	03340100	03220400 or 03221800	031025##
			⊠ SPCH 1321	or			or	or
			13009900	⊠ MUSI 1306			★ *ENGL 2323	⊠ *MATH 1314
			_	03155600			03220400 or 03221800	03101100
			⊠ SPAN 1411	or ⊠ DRAM1310			or ⊠ *ENGL 2327	or □ *MATH 1332
			03440100 or	03250100			03220400 or 03221800	or
			or ⊠ FREN 1411	03230100			or	⊠ *MATH 2412
			03410100	⊠ SPAN 1412			★ *ENGL 2328	031011100
			or	03440200			03220400 or 03221800	or
စ			⊠ GERM 1411	or			or	
leg			03420100	☑ FREN 1412			⊠ *ENGL 2332	A3100101
College				03410200			03221800	⊠ *MATH 2414 (Field of Study)
				or ⊠ GERM 1412			or ⊠ *ENGL 2333	A3100102
				03420200			03221800	⊠ *MATH 2415 (Field of Study)
				03420200			or	031025## ☑ *MATH 2320 (Field of Study)
								031025##
							033800##	031025##
							or	
							☑ SPAN 2311	
							03440300	
							or	
							☑ SPAN 2312	
							03440300	
					112		⊠ *GOVT 2306	
					114		⊠ *GOVT 2305	⊠ *PSYC 2301
	I			1		L	_ 30112303	_ 1510 2501

					03330100	03350100 or ⋈ *SOCI 1301 03370100 or ⋈ ECON 2301 03310300
*TSI Passing Score Required (PEIMS CODE)		Two Lab Science Option 130372##, ⊠ BIOL 1407 13037. ⊠ BIOL 2402 1302060	109 130372##, or № 2##, or ⊠ BIOL 240	⊠ BIOL 1406 130372#	 □ CHEM 1411 03040000 130372## □ CHEM 1412 03040000 130372## □ CHEM 2423 N1120027 	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

DUAL CREDIT COURSE CROSSWALK (Level 1 Certification for GIS) (Fort Worth ISD)

	9 th Grade		10 th Grade		11 th G	Frade	12 th (Grade
	English I	English I	English II	English II	*English III	*English III	*English IV	*English IV
h ol	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or *Calculus or	* Pre-Calculus or *Calculus
High School	Geometry	Geometry	П	Algebra II	Calculus	*Pre-Calculus	*Statistics	or *Statistics
S	Geography	Geography	Government	Economics	US History	US History		
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					Geographic Information Systems (GIS) A: N1302805	Geographic Information Systems (GIS) B: N1302805 OR Geographic Information Systems (GIS) B: N1302805	Raster-Based Geographic Information Systems A: N1302806 AND N/A	Raster-Based Geographic Information Systems B: N1302806
College					GIS 1402 N1302805	GIS 2401 N1302805 OR GIS 2411 N1302805	GIS 2402 N1302806 AND GIS 2404 No TEA alignment	GIS 2420 N1302806

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

GINS.T004.UG Level 1 Certificate

Offered at Trinity River Campus

Program Requirements

First Year:

Fall Term

GISC 1402 - Understanding Geographic Information Systems

Spring Term

GISC 2401 - Data Acquisition and Analysis in Geographic Information Systems (GIS) OR

GISC 2411 – Geographic Information Systems (GIS) Applications

Second Year:

Fall Term

GISC 2402 - Geographic Information Systems (GIS) Design with Raster Analysis 14

GISC 2404 - Geographic Information Systems (GIS) Design with Vector Analysis

Spring Term

GISC 2420 - Intermediate Geographic Information Systems (GIS) (Capstone)

Total Certificate Hours: 20

DUAL CREDIT COURSE CROSSWALK (Automotive Service Technology, AAS) (In Collaboration With High School Representative)

	9 th Grade			ade	11 th Grade		12 th Grade	
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
lo		II					Elective	
School	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or
S	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics
High	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
Ħ	Geography	Geography		History				
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					⊠ (AUMT 1405) (13039600)	⊠ (AUMT 1407) (13039600)	⊠ (AUMT 1410) (13039700)	⊠ (AUMT 2417) (13039700)
Col								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Automotive Service Technology, AAS

AUTS.D001.UG • South Campus Associate of Applied Science Degree Program Requirements

First Year Fall Term

AUMT 1405 - Introduction to Automotive Technology

AUMT 1407 - Automotive Electrical Systems

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

Spring Term

AUMT 2417 - Automotive Engine Performance Analysis I AUMT 2434 - Auto Engine Performance Analysis II

Choose one from the following:

MATH 1332 - Contemporary Mathematics (Quantitative Reasoning) + or

```
MATH 1314 - College Algebra + or
MATH 1324 - Mathematics for Business and Social Sciences +

Summer Term

AUMT 2321 - Automotive Electrical Diagnosis and Repair
AUMT 1410 - Automotive Brake Systems
```

Second Year Fall Term

AUMT 2413 - Automotive Drive Train and Axles

AUMT 2425 - Auto Automatic Transmission/Transaxle

Choose one from the following:

GOVT 2305 - Federal Government (Federal Constitution & Topics) + or

GOVT 2306 - Texas Government (Texas Constitution & Topics) +

ENGL 1301 - Composition I +

Spring Term

AUMT 1419 - Automotive Engine Repair

Choose one from the following:

SPCH 1321 - Business and Professional Communication + or

SPCH 1311 - Introduction to Speech Communication + or

SPCH 1315 - Public Speaking +

AUMT 1416 - Automotive Suspension and Steering Systems

Summer Term

AUMT 1345 - Automotive Climate Control Systems

Choose one from the following:

AUMT 2307 - Hybrid Systems Diagnostics or (Capstone)

AUMT 2388 - Internship - Automobile/Automotive Mechanics Technology/Technician (Capstone)

Total Degree Hours: 60

Students enrolled in the Automotive Service Technology Programs are required to furnish their own hand tools for use in laboratory classes.

* Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding of the Core Curriculum.

DUAL CREDIT COURSE CROSSWALK (Residential/Commercial Site Layout and Framer Assistant)
(In Collaboration With High School Representative)

	9 th Grade		10 th Gr	ade	11 th C	11th Grade		12 th Grade
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
School		II					Elective	
	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or
S	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics
High	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
H	Geography	Geography		History				
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
							⊠ (CNBT 1110)	☑ (CNBT 1316)
							(13004900)	(13004900)
							⊠ (CNBT 1300)	⊠ (CNBT 1305)
96							(13004900)	(13004900)
College								
ပိ								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Residential/Commercial Site Layout and Framer Assistant

CONS.T009.UG • South Campus Occupational Skills Award Program Requirements

Fall Term

CNBT 1110 - Basic Construction Safety

CNBT 1300 - Residential and Light Commercial Blueprint Reading

CNBT 1316 - Construction Technology I

CNBT 1350 - Construction Technology II

Total Certificate Hours: 10

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

	9th Grade		10 th Gr	10 th Grade		11 th Grade		12 th Grade
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
loo	41 1 T	II	C + 11 1	G .	41 1 II #D	41 1 TT	Elective	*D C 1 1 *C 1 1
School	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre- Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
High !	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
H	Geography	Geography		History		,		
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					⊠ (CHEF 1305)		⊠ (RSTO 1304)	
					(13022650)		(13022600)	
o								
College								
ပိ								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Foodservice Operations

Level 1 Certificate of Completion HOSP.T010.UG • Southeast Campus

Program Requirements

First Year Fall Term

HAMG 1321 - Introduction to the Hospitality Industry

CHEF 1305 - Sanitation and Safety

RSTO 1304 - Dining Room Service

RSTO 1325 - Purchasing for Hospitality Operations

CHEF 1301 - Basic Food Preparation

HAMG 2301 - Principles of Food and Beverage Operations (Capstone)

Total Certificate Hours: 18

DUAL CREDIT COURSE CROSSWALK (Basic American Sign Language Acquisition) (In Collaboration With High School Representative)

	9th Grade 10th Grade 11th Grade 12th Grade										
	9 th Gra	de	10 th Gr	ade		Frade		12 th Grade			
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective			
ol		II					Elective				
School	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or			
S	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics			
High	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics			
H	Geography	Geography		History							
	Biology	Biology	Chemistry	Chemistry	Physics	Physics					
					☑ (SGNL 1401)	⊠ (SGNL 1402)	⊠ (SLNG 1215)	⊠ (SGNL 2301)			
					(PEIMS CODE)	(PEIMS CODE)	(84600xxx)	(03980300)			
					₩ (ENGL 1201)						
					⊠ (ENGL 1301) (03220400)						
					(03220400)						
ege											
College											

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Basic American Sign Language Acquisition

Level 1 Certificate SIGN.T002.UG • Trinity River

Program Requirements

First Year First Summer Term

SGNL 1401 - Beginning American Sign Language I +

Second Summer Term

SGNL 1402 - Beginning American Sign Language II +

121

Fall Term

SGNL 2301 - Intermediate American Sign Language I \pm

SLNG 1215 - Visual and Gestural Communication

ENGL 1301 - Composition I +

Total Certificate Hours: 16

Student must have credit for SGNL 1401 and SGNL 1402 before taking SGNL 2301.

ATTACHMENT B GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

January 2019

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations Chapter 4; Subchapter D of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in <u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.57</u> (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in (<u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.56</u> TAC).
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (<u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.54</u> TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and/or writing** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

- (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
- (3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - (b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - (c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or
 - (d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- (4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.
- (6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.
- (7) Students who are enrolled in private or non-accredited secondary schools or who are home schooled must satisfy paragraphs (1) (5) of this subsection.
- (8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

- (9) Students must follow the TCC catalog "Academic Standing" policy (see TCC college catalog).
- (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

- (1) Dual credit courses may be taught on the college campus or on the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self- Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities, technology, and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

D. Composition of Class

- (1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:
 - (a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
 - (b) If the high school credit-only students are College Board Advanced Placement (AP) students.
 - (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

- (1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college.
- (2) TCC shall supervise and evaluate instructors of dual credit courses.

F. Course Curriculum, Instruction, and Grading

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

- (1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- (2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.
- (3) Dual credit students must abide by all TCC policies and procedures as outlined in the current **Academic Catalog/Student Handbook**.
- (4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for an accommodation/equal access are reviewed on a case-by-case basis, and are determined based on the functional limitations caused by the disability and the supporting documentation provided.
 - (a) Otherwise qualified high school students enrolled in the dual credit program are eligible

for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC Campus Coordinator of SAR will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with the Campus Coordinator of SAR.

H. Transcripting of Credit

(1) For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

I. Funding

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (3) This provision does not apply to students enrolled in approved early college high school programs.
- (4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

January 2019

Attachment C: TUTION AND FEES/TCC PLUS

Tuition and Fees/TCC Plus

The payment of all tuition and fees becomes the obligation of the responsible party upon registration of courses at the COLLEGE DISTRICT. The student has not officially completed the registration process until payment has been made in full, an agreement to pay has been submitted by the SCHOOL DISTRICT or Third Party Payer, a payment plan has been completed, or the student has sufficient financial aid funds available by the payment deadline. The responsible party will be required to acknowledge the COLLEGE DISTRICT'S Financial Responsibility Agreement every 120 days. A SCHOOL DISTRICT'S student financial responsibility is the same as any other student enrolled at the COLLEGE DISTRICT. Tuition costs include tuition and fees based on the rate per credit hour, TCC Plus (digital course materials), third attempt, or any other charge applied at the time of registration.

- **Self-Pay Student:** The SCHOOL DISTRICT and the self-pay student understands that failure of a self-pay student to pay his/her tuition by the payment deadline may result in the student being dropped from his/her course(s) based on the Texas Higher Education Coordinating Board's regulation for tuition payments. Payment reminders will be sent to the student through his/her COLLEGE DISTRICT email address and to the SCHOOL DISTRICT. Please see the COLLEGE DISTRICT website for payment deadlines.
- SCHOOL DISTRICT Pay/Third Party Payer: The SCHOOL DISTRICT Pay/Third Party Payer understands that failure to provide the COLLEGE DISTRICT the list of SCHOOL DISTRICT Pay/Third Party Payer students and courses by the payment deadline may result in students being dropped from their course(s) based on the Texas Higher Education Coordinating Board's regulations for tuition payments. The COLLEGE DISTRICT will invoice the SCHOOL DISTRCT/Third Party Payer based on the student's residency status and number of semester hours enrolled at the census date (official day of record). Payment is due within 30 days of receipt of the invoice.
 - Maximum number of semester hours in Fall or Spring term paid by SCHOOL DISTRICT
 - o Maximum number of semester hours in Summer term paid by SCHOOL DISTRICT
 - Exceptions: Any changes to the above agreement for any given student/term, must be submitted in writing prior to the census date (official day of record).
 - O Any additional semester hours are the responsibility of the student

A self-pay student, SCHOOL DISTRICT, or Third Party Payer may still be responsible for payment of any non-refundable tuition for a dropped course according to the COLLEGE DISTRICT'S refund schedule. The SCHOOL DISTRICT or Third Party Payer also understands that this is an agreement to pay the COLLEGE DISTRICT. Therefore, the SCHOOL DISTRICT or Third Party Payer agrees to pay for a student's tuition costs even if the student does not successfully complete the course(s), use available TCC Plus digital learning materials (when applicable), or follow through with his/her agreement with the SCHOOL DISTRICT or Third Party Payer.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The self-pay student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total tuition costs AND access to the digital learning materials. The student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a

course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the Self-Pay student, SCHOOL DISTRICT, or Third Party Payer, even if the student receives an exemption or waiver for tuition.

The Self-Pay student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (tuition costs, parking or library fines, etc.) may result in a registration restriction being placed on the student's account.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF MATH RESOURCES FOR THE

LEADERSHIP ACADEMY NETWORK FOR THE 2022 – 2023 SCHOOL

YEAR

BACKGROUND:

These resources will provide a rigorous approach to math instruction and give students an interactive, collaborative and reflective learning experience. The Leadership Academy Network will use this purchase to encourage purposeful math discussions and real-world exploration to enhance learning experiences and stimulate academic growth.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Math Resources for the Leadership Academy Network for 2022 2023 School Year
- 2. Decline to Approve Purchase of Math Resources for the Leadership Academy Network for 2022 2023 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Math Resources for the Leadership Academy Network for 2022 – 2023 School Year

FUNDING SOURCES:	Additional Details
Special Revenue	429-11-6329-ACE-117-24-950-000416-22S15\$25,977.85 429-11-6329-ACE-124-24-950-000416-22S15\$20,235.78
ESSER Fund	282-11-6329-LDA-144-24-950-000000-22F32\$33,830.42 282-11-6329-LDA-129-24-950-000000-22F32\$23,008.94

COST:

\$103,052.99

VENDOR:

STEMscopes; Accelerate Learning Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29 Compliant Bids: 203

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

Purchasing Support Documents Needed:

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

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

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

RATIONALE:

This purchase will provide the four (4) elementary campuses under the Leadership Academy Network with teacher and student resources (online and hardcopy), aligned math curriculum and training for the 2022 - 2023 school year. The resources provide rigorous, hands-on learning and teacher resources to the schools and will continue vertical alignment with instructional materials used in elementary schools for grades K-5 with components in both English and Spanish.

INFORMATION SOURCE:

David Saenz



STEMscopes Quote

Quote/Invoice

00072250

Number

Account Name John T White Elementary 7300 John T White Rd Shipping Address

Fort Worth, Texas 76120-3306

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division

Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

The quantity below represents the total number of students for each grade level

The quantity below represents	The quantity below represents the total number of students for each grade level.									
Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price				
TX Math Grade K Online	978-1-64306-440-6	81.00	1 Year	\$8.95	\$8.95	\$724.95				
TX Math Grade 1 Online	978-1-64306-441-3	70.00	1 Year	\$8.95	\$8.95	\$626.50				
TX Math Grade 2 Online	978-1-64306-442-0	79.00	1 Year	\$8.95	\$8.95	\$707.05				
TX Math Grade 3 Online	978-1-64306-056-9	71.00	1 Year	\$8.95	\$8.95	\$635.45				
TX Math Grade 4 Online	978-1-64306-057-6	71.00	1 Year	\$8.95	\$8.95	\$635.45				
TX Math Grade 5 Online	978-1-64306-058-3	80.00	1 Year	\$8.95	\$8.95	\$716.00				

Subtotal \$4,045.40 Shipping \$0.00 Order Total \$4,045.40



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072249

Number

Account Name Como Elementary

Shipping Address 4000 Horne St

Fort Worth, Texas 76107-6900

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division

Accelerate Learning Inc.

Company Address PO BOX 732464 Dallas, 75373-2464

The quantity below represents the total number of students for each grade level.									
Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price			
TX Math Grade K Online	978-1-64306-440-6	67.00	1 Year	\$8.95	\$8.95	\$599.65			
TX Math Grade 1 Online	978-1-64306-441-3	70.00	1 Year	\$8.95	\$8.95	\$626.50			
TX Math Grade 2 Online	978-1-64306-442-0	58.00	1 Year	\$8.95	\$8.95	\$519.10			
TX Math Grade 3 Online	978-1-64306-056-9	58.00	1 Year	\$8.95	\$8.95	\$519.10			
TX Math Grade 4 Online	978-1-64306-057-6	48.00	1 Year	\$8.95	\$8.95	\$429.60			
TX Math Grade 5 Online	978-1-64306-058-3	60.00	1 Year	\$8.95	\$8.95	\$537.00			

Subtotal \$3,230.95 Shipping \$0.00 \$3,230.95 Order Total



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072251

Number

Account Name Maude I Logan Elementary

Shipping Address

2300 Dillard St

Fort Worth, Texas 76105-3818

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

The quantity below represents the	e total number of	f students f	or each grade level.
-----------------------------------	-------------------	--------------	----------------------

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade K Online	978-1-64306-440-6	45.00	1 Year	\$8.95	\$8.95	\$402.75
TX Math Grade 1 Online	978-1-64306-441-3	38.00	1 Year	\$8.95	\$8.95	\$340.10
TX Math Grade 2 Online	978-1-64306-442-0	44.00	1 Year	\$8.95	\$8.95	\$393.80
TX Math Grade 3 Online	978-1-64306-056-9	50.00	1 Year	\$8.95	\$8.95	\$447.50
TX Math Grade 4 Online	978-1-64306-057-6	38.00	1 Year	\$8.95	\$8.95	\$340.10
TX Math Grade 5 Online	978-1-64306-058-3	35.00	1 Year	\$8.95	\$8.95	\$313.25

 Subtotal
 \$2,237.50

 Shipping
 \$0.00

 Order Total
 \$2,237.50



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072615

Number

Account Name Maude I Logan Elementary

Shipping Address

2300 Dillard St

Fort Worth, Texas 76105-3818

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

	•					
Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade 1 Notebook	978-1-64306-285-3	40.00	1 Year	\$25.50	\$25.50	\$1,020.00
TX Math Grade 1 Notebook Spanish	978-1-64861-533-7	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 2 Notebook & Assessment Print Bundle	978-1-64306-289-1	49.00	1 Year	\$62.18	\$62.18	\$3,046.82
TX Math Grade 2 Notebook Spanish	978-1-64861-534-4	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 3 Notebook & Assessment Print Bundle	978-1-64306-071-2	55.00	1 Year	\$69.25	\$69.25	\$3,808.75
TX Math Grade 4 Notebook & Assessment Print Bundle	978-1-64306-072-9	43.00	1 Year	\$69.25	\$69.25	\$2,977.75
TX Math Grade 5 Notebook & Assessment Print Bundle	978-1-64306-073-6	39.00	1 Year	\$69.25	\$69.25	\$2,700.75
TX Math Grade K Notebook	978-1-64306-284-6	47.00	1 Year	\$25.50	\$25.50	\$1,198.50
TX Math Grade K Notebook Spanish	978-1-64861-532-0	25.00	1 Year	\$25.50	\$25.50	\$637.50

 Subtotal
 \$16,665.07

 Shipping
 \$1,333.21

 Order Total
 \$17,998.28



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072616

Number

Account Name John T White Elementary
Shipping Address 7300 John T White Rd

Fort Worth, Texas 76120-3306

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

The quantity below represents the total number of students for each grade leve
--

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade 1 Notebook	978-1-64306-285-3	70.00	1 Year	\$25.50	\$25.50	\$1,785.00
TX Math Grade 1 Notebook Spanish	978-1-64861-533-7	20.00	1 Year	\$25.50	\$25.50	\$510.00
TX Math Grade 2 Notebook & Assessment Print Bundle	978-1-64306-289-1	79.00	1 Year	\$62.18	\$62.18	\$4,912.22
TX Math Grade 2 Notebook Spanish	978-1-64861-534-4	20.00	1 Year	\$25.50	\$25.50	\$510.00
TX Math Grade 3 Notebook & Assessment Print Bundle	978-1-64306-071-2	71.00	1 Year	\$69.25	\$69.25	\$4,916.75
TX Math Grade 3 Notebook Spanish	978-1-64861-535-1	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 4 Notebook & Assessment Print Bundle	978-1-64306-072-9	71.00	1 Year	\$69.25	\$69.25	\$4,916.75
TX Math Grade 4 Notebook Spanish	978-1-64861-537-5	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 5 Notebook & Assessment Print Bundle	978-1-64306-073-6	80.00	1 Year	\$69.25	\$69.25	\$5,540.00
TX Math Grade 5 Notebook Spanish	978-1-64861-539-9	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade K Notebook	978-1-64306-284-6	81.00	1 Year	\$25.50	\$25.50	\$2,065.50
TX Math Grade K Notebook Spanish	978-1-64861-532-0	20.00	1 Year	\$25.50	\$25.50	\$510.00

 Subtotal
 \$27,578.72

 Shipping
 \$2,206.30

 Order Total
 \$29,785.02



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072603

Number

Account Name Como Elementary

Shipping Address 40

4000 Horne St Fort Worth, Texas 76107-6900

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

Product Name	ISBN	Quantity	List Price	Sales Price	Total Price
TX Math Grade 1 Notebook	978-1-64306-285-3	70.00	\$25.50	\$25.50	\$1,785.00
TX Math Grade 1 Notebook Spanish	978-1-64861-533-7	25.00	\$25.50	\$25.50	\$637.50
TX Math Grade 2 Notebook & Assessment Print Bundle	978-1-64306-289-1	58.00	\$62.18	\$62.18	\$3,606.44
TX Math Grade 2 Notebook Spanish	978-1-64861-534-4	25.00	\$25.50	\$25.50	\$637.50
TX Math Grade 3 Notebook & Assessment Print Bundle	978-1-64306-071-2	66.00	\$69.25	\$69.25	\$4,570.50
TX Math Grade 4 Notebook & Assessment Print Bundle	978-1-64306-072-9	48.00	\$69.25	\$69.25	\$3,324.00
TX Math Grade 5 Notebook & Assessment Print Bundle	978-1-64306-073-6	60.00	\$69.25	\$69.25	\$4,155.00
TX Math Grade K Notebook	978-1-64306-284-6	67.00	\$25.50	\$25.50	\$1,708.50
TX Math Grade K Notebook Spanish	978-1-64861-532-0	25.00	\$25.50	\$25.50	\$637.50

 Subtotal
 \$21,061.94

 Shipping
 \$1,684.96

 Order Total
 \$22,746.90



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072627

Number

Account Name Mitchell Boulevard Elementary

Shipping Address

3601 Mitchell Blvd

Fort Worth, Texas 76105-5215

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

Start Date 7/30/2022

The quantity below represents the total number of students for	or each grade level.
--	----------------------

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade 1 Notebook	978-1-64306-285-3	53.00	1 Year	\$25.50	\$25.50	\$1,351.50
TX Math Grade 1 Notebook Spanish	978-1-64861-533-7	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 2 Notebook & Assessment Print Bundle	978-1-64306-289-1	62.00	1 Year	\$62.18	\$62.18	\$3,855.16
TX Math Grade 2 Notebook Spanish	978-1-64861-534-4	25.00	1 Year	\$25.50	\$25.50	\$637.50
TX Math Grade 3 Notebook & Assessment Print Bundle	978-1-64306-071-2	53.00	1 Year	\$69.25	\$69.25	\$3,670.25
TX Math Grade 4 Notebook & Assessment Print Bundle	978-1-64306-072-9	51.00	1 Year	\$69.25	\$69.25	\$3,531.75
TX Math Grade 5 Notebook & Assessment Print Bundle	978-1-64306-073-6	44.00	1 Year	\$69.25	\$69.25	\$3,047.00
TX Math Grade K Notebook	978-1-64306-284-6	52.00	1 Year	\$25.50	\$25.50	\$1,326.00
TX Math Grade K Notebook Spanish	978-1-64861-532-0	25.00	1 Year	\$25.50	\$25.50	\$637.50

 Subtotal
 \$18,694.16

 Shipping
 \$1,495.53

 Order Total
 \$20,189.69



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.



STEMscopes Quote

Quote/Invoice

00072255

Number

Account Name Mitchell Boulevard Elementary

Shipping Address

3601 Mitchell Blvd

Fort Worth, Texas 76105-5215

United States

Created Date

3/4/2022

Prepared By

Courtney Foreman

MAIL PAYMENTS TO:

Division

Accelerate Learning Inc.

Company Address PO BOX 732464

PO BOX 732464 Dallas, 75373-2464

Start Date

7/30/2022

The quantity below represents the	total number of students	for each grade level.
-----------------------------------	--------------------------	-----------------------

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade 1 Online	978-1-64306-441-3	53.00	1 Year	\$8.95	\$8.95	\$474.35
TX Math Grade 2 Online	978-1-64306-442-0	62.00	1 Year	\$8.95	\$8.95	\$554.90
TX Math Grade 3 Online	978-1-64306-056-9	53.00	1 Year	\$8.95	\$8.95	\$474.35
TX Math Grade 4 Online	978-1-64306-057-6	51.00	1 Year	\$8.95	\$8.95	\$456.45
TX Math Grade 5 Online	978-1-64306-058-3	44.00	1 Year	\$8.95	\$8.95	\$393.80
TX Math Grade K Online	978-1-64306-440-6	52.00	1 Year	\$8.95	\$8.95	\$465.40

 Subtotal
 \$2,819.25

 Shipping
 \$0.00

 Order Total
 \$2,819.25



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer. License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

<u>Product Returns/Exchanges</u>: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

<u>User Information</u>: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("**Aggregated Data**"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

<u>Term</u>: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF NEW READING/PHONICS PROGRAM AND

PROFESSIONAL DEVELOPMENT FOR THE LEADERSHIP ACADEMY

NETWORK

BACKGROUND:

Leadership Academy Network students need a supplemental Reading and Phonics program to demonstrate growth in reading readiness, automatic reading, and accuracy in literacy. This structured approach will assist students with phonemic awareness, phonics, and fluency.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of New Reading/Phonics Program and Professional Development for the Leadership Academy Network
- 2. Decline to Approve Purchase of New Reading/Phonics Program and Professional Development for the Leadership Academy Network
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:	Additional Details
Special Revenue	429-13-6299-ACE-117-24-950-000416-22S15\$21,260 429-13-6399-ACE-117-24-950-000416-22S15\$19,825
	429-13-6299-ACE-124-24-950-000416-22S15\$21,260 429-13-6399-ACE-124-24-950-000416-22S15\$19,720

COST:

\$82,065

VENDOR:

Neuhaus Education Center

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal StatisticsBid Number: 15-129-A

Number of Bid/Proposals received: 211

HUB Firms: 21 Compliant Bids: 200

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

Purchasing Support Documents Needed:

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

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

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School		
The Leadership Academy at Maude I. Logan Elementary School	Office of Innovation		

RATIONALE:

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

INFORMATION SOURCE:

David Saenz



Company Address 4433 Bissonnet

Bellaire, TX 77401-3233

US

Phone (713) 664-7676

Prepared By Contact Name Whitney Clark (817) 531-4538 Phone Phone

Email clark@txwes.edu

208 Extension Email cfisher@neuhaus.org

Account Name Como Elementary, Fort Worth ISD Hybrid - RR(2d) Kits AAR ICVS - Como Quote Name

Elementary - Fort Worth ISD

Quote To 4000 Horne Street

Fort Worth, TX 76107			
Product	Quantity	Sales Price	Total Price
Reading Readiness (2 Day)	23.00	\$335.00	\$7,705.00
Materials: Reading Readiness Class	23.00	\$140.00	\$3,220.00
Materials: Reading Readiness Kit 1 Laminated	122.00	\$50.00	\$6,100.00
Materials: Reading Readiness Kit 2 Laminated	122.00	\$55.00	\$6,710.00
Accurate and Automatic Reading - First Instruction (2 Days)	23.00	\$335.00	\$7,705.00
Materials: Accurate & Automatic Reading Classes (In House & Remote)	23.00	\$165.00	\$3,795.00
	1		

Created Date

Expiration Date

Quote Number

3/29/2022

4/29/2022

QUO-0006310

Cathie Fisher

(713) 664-7676

Grand Total \$41,085.00

\$325.00

\$5,850.00

18.00

Professional Learning Descriptions

Implementation Coaching: Virtual Session

This quote includes class for 23 participants (Kinder, first & second grade teachers and administrators). Kinder teachers are included in this Accurate & Automatic Reading class for cost effectiveness. August timing is fine for both. If the Kinder group is split out to take later in the school year, the cost will be higher.

Student materials are include for Kinder whole group teaching and first and second grades small group teaching. Virtual Coaching is included for fall and spring.

Reading Readiness Live Virtual (2 day)

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

In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing. Day two of class allows for additional focus on a structured approach to oral language instruction and lesson planning.



Audience: Grade K-2 Teachers

Objective: Focused instruction on specific needs; Tier II instruction; Tier III instruction; Reading Workstations Alignments: Standards Alignments for Reading Readiness (https://www.neuhaus.org/document.doc?id=250)

Hours: 12 hours (2 days)

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip;

mirrors; sound cards, Reading Readiness Virtual Handout

Reading Readiness Kit 1 - Laminated

(6 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus plastic alphabet letters. Kit contains:

- 4 11x17-inch matching mats and arcs
- 6 matching cards
- · 4 sets of plastic alphabet letters
- 16 rapid letter recognition charts

Reading Readiness Kit 2 - Laminated

(5 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus sound cards and mirrors. Kit contains:

- 4 letter cards
- · 4 sound boards
- 9 instructional cards
- 4 sets of 6 Say It and Move It cards
- 4 mirrors

Accurate and Automatic Reading Live Virtual

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Deliver effective, evidence-based decoding lessons
- Learn strategies to help students accurately read words and how to attach meaning to the words
- Practice and plan evidence-based 30-minute decoding lessons

Audience: Appropriate for Kindergarten - 2nd-grade classrooms Objective: Tier I Structured Literacy Decoding instruction

Alignments: https://www.neuhaus.org/wp-content/uploads/AAR-First-Instruction-Standards.pdf

Hours: 12 hours (2 days)

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson; Reading Decks (one each): Regular word deck, Irregular word deck, Word-part deck; Sample lessons plans for three weeks of instruction; Accurate and Automatic Reading First Instruction for Kindergarten-2nd Grade Virtual Handout

Implementation Coaching: Virtual Session

Observe real-time teaching practices without interruption and provide nearly immediate feedback efficiently; engage teachers in group discussions; district reports can recommend action steps for improving alignment, practices, and use of data to inform instruction.



Company Address 4433 Bissonnet

Bellaire, TX 77401-3233

US

Phone (713) 664-7676

Contact Name Whitney Clark Prepared By
Phone (817) 531-4538 Phone

Email clark@txwes.edu Extension 208

Email cfisher@neuhaus.org

3/29/2022

4/29/2022

QUO-0006312

Cathie Fisher

(713) 664-7676

Created Date

Expiration Date

Quote Number

Account Name Fort Worth ISD

Quote Name Hybrid - RR(2d) Kits AAR ICVS - Maude Logan

Elementary - Fort Worth ISD

Quote To 100 N. University

Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (2 Day)	23.00	\$335.00	\$7,705.00
Materials: Reading Readiness Class	23.00	\$140.00	\$3,220.00
Materials: Reading Readiness Kit 1 Laminated	121.00	\$50.00	\$6,050.00
Materials: Reading Readiness Kit 2 Laminated	121.00	\$55.00	\$6,655.00
Accurate and Automatic Reading - First Instruction (2 Days)	23.00	\$335.00	\$7,705.00
Materials: Accurate & Automatic Reading Classes (In House & Remote)	23.00	\$165.00	\$3,795.00
Implementation Coaching: Virtual Session	18.00	\$325.00	\$5,850.00

Grand Total \$40,980.00

Professional Learning Descriptions

This quote includes class for 23 participants (Kinder, first & second grade teachers and administrators). Kinder teachers are included in this Accurate & Automatic Reading class for cost effectiveness. August timing is fine for both. If the Kinder group is split out to take later in the school year, the cost will be higher.

Student materials are include for Kinder whole group teaching and first and second grades small group teaching. Virtual Coaching is included for fall and spring.

Reading Readiness Live Virtual (2 day)

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

In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing. Day two of class allows for additional focus on a structured approach to oral language instruction and lesson planning.



Audience: Grade K-2 Teachers

Objective: Focused instruction on specific needs; Tier II instruction; Tier III instruction; Reading Workstations Alignments: Standards Alignments for Reading Readiness (https://www.neuhaus.org/document.doc?id=250)

Hours: 12 hours (2 days)

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip;

mirrors; sound cards, Reading Readiness Virtual Handout

Reading Readiness Kit 1 - Laminated

(6 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus plastic alphabet letters. Kit contains:

- 4 11x17-inch matching mats and arcs
- · 6 matching cards
- · 4 sets of plastic alphabet letters
- 16 rapid letter recognition charts

Reading Readiness Kit 2 - Laminated

(5 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus sound cards and mirrors. Kit contains:

- 4 letter cards
- · 4 sound boards
- 9 instructional cards
- 4 sets of 6 Say It and Move It cards
- 4 mirrors

Accurate and Automatic Reading Live Virtual

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Deliver effective, evidence-based decoding lessons
- Learn strategies to help students accurately read words and how to attach meaning to the words
- Practice and plan evidence-based 30-minute decoding lessons

Audience: Appropriate for Kindergarten - 2nd-grade classrooms Objective: Tier I Structured Literacy Decoding instruction

Alignments: https://www.neuhaus.org/wp-content/uploads/AAR-First-Instruction-Standards.pdf

Hours: 12 hours (2 days)

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson; Reading Decks (one each): Regular word deck, Irregular word deck, Word-part deck; Sample lessons plans for three weeks of instruction; Accurate and Automatic Reading First Instruction for Kindergarten-2nd Grade Virtual Handout

Implementation Coaching: Virtual Session

Observe real-time teaching practices without interruption and provide nearly immediate feedback efficiently; engage teachers in group discussions; district reports can recommend action steps for improving alignment, practices, and use of data to inform instruction.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE PURCHASE OF PROFESSIONAL DEVELOPMENT AND SUPPORT FOR TECHNOLOGY MASTERY

BACKGROUND:

To support teacher mastery of new technology equipment, Fort Worth ISD (FWSD) is seeking to establish a professional learning program that will facilitate the adoption and integration of new devices across applicable student learning spaces. This professional learning opportunities will provide FWISD with access to an abundance of guided tutorials and professional development activities to help enhance foundational skills for operating and leveraging technology in the classroom.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Professional Development and Support Services for Technology Mastery
- 2. Decline to Approve Purchase of Professional Development and Support Services for Technology Mastery
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Professional Development and Support Services for Technology Mastery

FUNDING SOURCE: Additional Details

TRE 198-53-6299-001-999-99-423-000000

COST:

\$56,388.50

VENDOR:

Apple, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

DIR-TSO-3789

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 DIR-TSO-3789 Contract. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

Approval of this professional development resource provides integration strategies for classroom activities and instruction to support student engagement.

INFORMATION SOURCE:

Marlon Shears

Apple Inc. Education Price Quote

Customer: TX DIR ACCTS PAYABLE DEPT

FT WORTH INDEPENDENT SCHOOL DIST TX DIR ACCTS PAYABLE DEPT

Phone: 817-814-3002 email: marlon.shears@fwisd.org

Apple Inc:

Minesh Patel One Apple Park Way Cupertino, CA 95014 Phone: +1-214-2584401 email: mp3@apple.com

Apple Quote: 2210966874

Quote Date: Wednesday, March 30, 2022

Quote Valid Until: Friday, April 29, 2022

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Please reference State of TX DIR-TSO-3789 on your order.

All items included on this quote must be ordered to achieve discount.

Offer cannot be combined with any other sales promotions or offers.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	APS PROJECT ENGINEERING SVCS FIXED-USA Part Number D7066LL/A	1	\$3,600.00	\$1,080.00	\$2,520.00	\$2,520.00
2	APS NP PROF LEARN VIRTUAL LEADERSHP-USA Part Number D8958LL/A	2	\$1,378.00	\$413.40	\$964.60	\$1,929.20
3	Apple Professional Learning Two Day Non-Prepaid Offering Part Number D5688LL/A	9	\$4,275.00	\$1,282.50	\$2,992.50	\$26,932.50
4	Apple Professional Learning Virtual Support: Educator Coaching (Non-Prepaid Offering) Part Number D8166LL/A	8	\$1,378.00	\$413.40	\$964.60	\$7,716.80
5	Apple Professional Learning Three Day Non-Prepaid Offering Part Number D5695LL/A	4	\$6,175.00	\$1,852.50	\$4,322.50	\$17,290.00

Total Discount	\$24,166.50
Extended Discounted Price Subtotal	\$56,388.50
– Additional Tax	\$0.00
– Estimated Tax	\$0.00
Extended Discounted Total Price*	\$56,388.50

^{*}In most cases Extended discounted Total price does not include Sales Tax

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210966874. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to https://ecommerce.apple.com. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - o APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, April 29, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000006814071 https://ecommerce.apple.com

^{*}If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Home Explore DIR Contracts

Contract Number

DIR-TSO-3789

Contract Term Date: 05/07/22
Contract Expiration Date: 05/07/22

Vendor Information

Apple Inc.

Vendor ID:

1942404110100

HUB Type: **Non HUB**

RFO: DIR-TSO-TMP-256

Contract Status: Active

VENDOR CONTACT:

Ralph Wright

Phone: (512) 674-7739

Fax: (800) 590-0325

DIR CONTACT:

Phone: (512) 475-4962

Contract Overview

This contract offers Apple branded products through, including: laptops, desktops, tablets and portables, and a wide variety of other technology products. Lease agreement is available through this contract. The DIR discount for Apple branded products and authorized third party products are specified in Appendix C, Pricing Index. Itemized price list can be viewed at https://www.apple.com/education/purchase/contracts/states/tx_dir.html.

***Third Party Products can only be used as an attachment or embedded within an Apple product to create, enhance or extend the functionality of Apple product; or to create, enhance or extend the functionality of the authorized

Third Party Product which relies on an Apple product platform to function.

***DIR has exercised an extension option for this Contract. This extends the contract through 5/7/2022.

Contract Details & Ordering Information

Products & Services

> Commodity Codes

Brands

Contract

Documents

How to Order

Resellers

Products & Services

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

Apple Branded Computer
Products Peripherals

Computers - Desktop Computers - Laptops Computers - Servers Computers - Tablets

Maintenance - Technical Services

Computer

MORE INFORMATION

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 safe money with the purchasing power

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE ADVANCEMENT VIA INDIVIDUAL DETERMINATION

(AVID) PROFESSIONAL DEVELOPMENT TRAINING FOR THE 2022

SUMMER INSTITUTE

BACKGROUND:

This is an approval of the Advancement Via Individual Determination (AVID) Professional Development Training. The AVID College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning and goal setting. It supports academic achievement for all students on campuses where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective for three (3) or more years. AVID students are provided with tutors to facilitate inquiry-based group tutorial sessions. They also visit colleges to gain an understanding of the collegiate environment as well as eligibility requirements and admissions protocols. Staff members will receive professional development training during the AVID Summer Institute in June 2022 to enhance their knowledge and skills of the program and prepare for the upcoming school year. We are requesting approval of the AVID Summer Institute training costs to prepare for the 2022 – 2023 academic year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Advancement Via Individual Determination (AVID) Professional Development Training for the 2022 Summer Institute
- 2. Decline to Approve Advancement Via Individual Determination (AVID) Professional Development Training for the 2022 Summer Institute
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 289-13-6411-OWV-001-24-512-22F12 \$79,625

C	O	\mathbf{S}'	T	:

\$79,625

VENDOR:

AVID Center

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Carter-Riverside High School	Arlington Heights High School	South Hills High School
Diamond Hill-Jarvis High School	Dunbar High School	Eastern Hills High School
Northside High School	Polytechnic High School	Paschal High School
Green B. Trimble Tech High School	Southwest High School	Western Hills High School
O. D. Wyatt High School	J. P. Elder Middle School	The Leadership Academy at Forest Oak
Leonard Middle School	William James Middle School	Meadowbrook Middle School
Morningside Middle School	Rosemont Middle School	Benbrook Middle/High School
Young Men's Leadership Academy	Young Women's Leadership Academy	World Languages Institute
Marine Creek Collegiate High School	Choice and Collegiate Programming	

RATIONALE:

The AVID College Readiness System has a proven track record of success in preparing students for acceptance into and through college, as well as increased academic achievement for students in the present. Data is readily available that supports this record at national, state, district, and campus levels. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support Fort Worth ISD's mission and several key initiatives.

Within the last seven (7) years, our percentage of AVID-trained teachers, administrators, and counselors has increased by over 10%, which has led to gains in other areas. This increase has assisted in a vast improvement of 8th grade AVID student performance in completing Algebra 1 and Honors courses with a grade of "C" or better. Over the last four years, our AVID seniors have graduated on time at 99% or higher and over 76% have been accepted into four-year institutions.

INFORMATION SOURCE:

David Saenz

2022 AVID Summer Institute Member Pricing

The registration deadline is 3 weeks before the start date of each Summer Institute. Registrations will be accepted as space allows after the registration deadline.

167

\$875

Early Bird Member
Pricing

Available through May 2nd

\$950

Regular Member Pricing

May 3rd until 3 weeks before event date

\$999

Late Registration Member Pricing

Less than 3 weeks before event date

\$99

One-Day District Leadership

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE LITERACY COHORT 1 PROFESSIONAL DEVELOPMENT

BACKGROUND:

For effective and sustainable implementation, professional development must directly prioritize classroom instruction and develop necessary capacity among key stakeholders: District leadership, principals, instructional leaders/coaches, and teachers. The professional development includes both training and coaching support over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. Training equips stakeholders with the information and tools they need for a successful program implementation and initially, focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to literacy instruction. Period of performance is from date of award to June 2023 with three (3) optional years.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Literacy Cohort 1 Professional Development
- 2. Decline to Approve Literacy Cohort 1 Professional Development
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Literacy Cohort 1 Professional Development

FUNDING SOURCE: Additional Details

Special Revenue 429-13-6299-0PD-999-24-950-000155-22S15

COST:

\$162,500

VENDOR:

Amplify

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposals 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.

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:

Charles Nash Elementary	Oakhurst Elementary	Natha Howell Elementary
Versia Williams Elementary	Springdale Elementary	Bonnie Brae Elementary
West Handley Elementary	Lowery Road Elementary	Eastern Hills Elementary
East Handley Elementary	Harlean Beal Elementary	Atwood McDonald Elementary
Meadowbrook Elementary	Glen Park Elementary	David K. Sellars Elementary
Sagamore Hill Elementary	W.M. Green Elementary	Clifford L. Davis Elementary
Bill J. Elliott Elementary	Oaklawn Elementary	Carter Park Elementary

RATIONALE:

This professional development package is designed to support teachers, schools, 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, which we recommend for large District-wide adoptions.

INFORMATION SOURCE:

Marcey Sorensen



55 Washington Street, Suite 800 Brooklyn, NY 11201-1071 t+1 212.796.2200 • f+1 212.796.2311 www.amplify.com

Fort Worth Independent School District (Cohort 1) Amplify Professional Development Proposal

Effective Implementation: Changing Practice

For effective and sustainable implementation, professional development must *directly prioritize classroom instruction* and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. *Professional development includes both training and coaching support* over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. *Training* equips stakeholders with the information and tools they need for a successful program implementation and initially focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to literacy instruction. *Coaching* provides real-time context for application and skill building to develop effective habits of teaching that produce excellent student outcomes.

K-5 ELAR/SLAR

This professional development package is designed to support teachers, schools, and district leaders in effectively implementing Amplify Texas ELAR/SLAR. This professional development package draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services, which we recommend for large district-wide adoptions. Amplify would welcome the opportunity to partner with the district to further customize a professional development package to meet their individual needs.

The pricing for the professional development packages below is only applicable for a district-wide Amplify Texas ELAR/SLAR adoption. We welcome the opportunity to partner with Fort Worth ISD to customize the approach to professional development, and we will work with the District to finalize the support plan based on detailed conversations around implementation scale and budgetary constraints. Below is the recommended number of sessions, accommodating 30 participants per session.

K-5 ELAR/SLAR	Delivery Method, Audience, and Session Title (Cohort 1)	Total Cost
Initial	Initial Training Sessions (Cohort 1-new teachers)	
Implementation - All Sessions	(2) K-2 Comprehensive Texas ELAR Initial Trainings, 1 day	\$6,400
Onsite	(2) K-2 Comprehensive Texas SLAR Initial Trainings, 1 day	\$6,400
	(2) 3-5 Comprehensive Texas ELAR Initial Trainings, 1 day	\$6,400
	(2) 3-5 Comprehensive Texas SLAR Initial Trainings, 1 day	\$6,400
	(1) K-5 Initial Training for Leaders, ½ day (AM/PM- ½ day sessions total)	\$3,200
	Partnership Support: Partner Consultations for District Leaders (ongoing, at least monthly)	\$25,000
Recommended	Strengthening/Coaching Training Sessions (Cohort 1 new teachers)	
Strengthening - All Sessions	(2) Texas ELAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$6,400
Onsite	(2) Texas SLAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$6,400
3-5 ELAR-208	(2) Texas ELAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$6,400
3-5 SLAR-60	(2) Texas SLAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$6,400
	New Strengthening/Coaching Training Sessions (For Returning Amplify Teachers)	
	(3) Texas ELAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
	(3) Texas SLAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
	(3) Texas ELAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
K-2 ELAR-131	(3) Texas SLAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
V 0 01 AD 05	(1) Texas K-5 Leaders Strengthening Training, ½ day	\$2,500
K-2 SLAR-95	(21) Campus Coaching (2 consecutive days - 42 onsite days total)	\$67,200
Total Cost		\$187,500
District Discount		(\$25,000)
Final Cost		\$162,500

Onsite Training & Coaching (Cohort 1)

Year 2: K-5

Initial Training Sessions:

Training for Teachers: K-2 and 3-5 Comprehensive Initial Trainings for Texas ELAR/SLAR, 1 day
Prepares teachers to effectively implement Texas ELAR Skills and Knowledge Strands in their classrooms;
covers program principles, unit and lesson design, and key instructional practices.

- Timing: Before 22-23 school year begins
- Duration: One day for up to 30 participants
- # of Sessions: (2) K-2 ELAR, (2) K-2 SLAR, (2) 3-5 ELAR, (2) 3-5 SLAR
- Recommendation:
 - New teachers
 - o Instructional Coaches and Principals in attendance

Initial Training for K-5 Instructional Leaders, ½ day

Prepare to implement and support Texas ELAR instruction in your schools! Learn how Texas ELAR supports students to build literacy skills in the early grades and move among reading, writing, speaking and listening, and language activities in the upper grades. Understand the purpose of the Texas ELAR program (Skills, Knowledge, and Integrated Strands) and identify components of the Texas ELAR design principles within lessons. Participants will begin creating an action plan to support communication and change management related to Texas ELAR to staff, parents, and other stakeholders. Participants will leave with an action plan to support communication and change management related to Texas ELAR to staff, parents, and other stakeholders.

Timing: Before 22-23 school year begins
Duration: 1/2 day for up to 30 participants

of Sessions: 1 day AM/PM

Recommendation:

 School administrators, Instructional Coaches, and other building and/or district instructional leaders

Partner Consultations for District Leaders

Implementation calls focused on addressing implementation and pedagogical questions and professional development planning. Services will include program review consultations at mid- and end of the year and ongoing pedagogical support available online and by phone 365 days/year for teachers, school leaders, and/or district leaders.

- Timing: Ongoing
- Duration: Bi-weekly check-in calls; Program review consultations at mid- and end of year; Partner onsite visits

Strengthening and/or Coaching: (Cohort 1-new teachers)

Training for Teachers: Strengthening Implementation

Districts can use Strengthening Days flexibly based on implementation needs in order to effectively train their educators. Strengthening Days can include follow-up professional development sessions (see our menu of individual training sessions below) and/or onsite coaching visits conducted at schools.

- Timing: Flexible after 4-6 weeks of implementation
- Duration: ½ day sessions for up to 30 participants per session.
- # of Sessions: (2) K-2 ELAR, (2) K-2 SLAR, (2) 3-5 ELAR, (2) 3-5 SLAR all AM/PM consecutive sessions
- Possible Strengthening half-day sessions Cohort 1 **New Teachers** include:
 - Enhancing Planning & Practice for Teachers
 - Amplify Texas ELAR/SLAR Writing for K-2 or 3-5
- Possible Strengthening half-day sessions Cohort 1 for Returning Amplify-trained Teachers include:
- Timing: Flexible after 4-6 weeks of implementation
- Duration: ½ day sessions for up to 30 participants per session.
- # of Sessions: (3) K-2 ELAR, (3) K-2 SLAR, (3) 3-5 ELAR, (3) 3-5 SLAR all AM/PM consecutive sessions

•

- Enhancing Planning & Practice Instruction for English Language Learners K-5
- Enhancing Planning & Practice Instruction for Students with Special Needs K-5

Training for Teachers: Onsite Coaching Sessions

Texas ELAR/SLAR onsite coaching sessions are geared to meet the needs of individual schools and teachers in order to strengthen program implementation. Texas ELAR/SLAR facilitators will work with district or school leads to design the format of the onsite session. Onsite coaching agendas may include a combination of the following services: Lesson modeling (conducted by a Texas ELAR/SLAR facilitator) and debrief, grade-level planning, classroom observations and feedback, and Leadership consultation. The flexible onsite coaching design allows a collaborative approach to support effective program implementation. Coaching visits can include a full day at a single school or two half-day visits to two different schools.

- Timing: Flexible
- Duration: (21) 2 day consecutive coaching days 42 days total
- Onsite coaching visits can consist of up to two schools a day or be used at one school for the duration
- Onsite coaching visits can include observation and feedback, modeling, coaches leading PLCs, coaches leading team planning, or a combination based on school and/or district need.
- Participants: Teachers/Leaders

Pricing:

Two Days Onsite (consecutive days): \$4,800

One Day Onsite: \$3,200
Half Day Onsite: \$2,500
One Day Webinar: \$1,200
Half Day Webinar: \$750

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE LITERACY COHORT 2 PROFESSIONAL DEVELOPMENT AND KITS

BACKGROUND:

Professional development must directly prioritize both training and coaching support over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. The ELAR/SLAR kits equips stakeholders with tools they need for a successful program implementation and initially, focuses heavily on updating day to day processes, activities, and protocols to ensure a coherent approach to literacy instruction. Period of performance is from date of award to June 2023 with three (3) optional years.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Literacy Cohort 2 Professional Development and Kits
- 2. Decline to Approve Literacy Cohort 2 Professional Development and Kits
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Literacy Cohort 2 Professional Development and Kits

FUNDING SOURCES: Additional Details

Special Revenue	282-13-6299-015-XXX-24-950-000155-22F32	\$391,100
Special Revenue	282-11-6329-015-XXX-24-950-000155-22F32	\$8,301,534

COST:

\$8,692,634

VENDOR:

Amplify

PURCHASING MECHANISM:

Bid/RFP/RFQ

<u>Bid/Proposal Statistics</u> Bid Number: 22-121

Number of Bid/Proposals received: 10

HUB Firms: 2 Compliant Bids: 10

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:

Alice Contreras Elementary	Cesar Chavez Elementary	H.V. Helbing Elementary
Diamond Hill Elementary	W. J. Turner Elementary	Washington Heights Elementary
Daggett Elementary	Dolores Huerta Elementary	Sam Rosen Elementary
Kirkpatrick Elementary	Westcliff Elementary	Hazel Harvey Peace Elementary
Manuel Jara Elementary	M.H. Moore Elementary	Rufino Mendoza Elementary
De Zavala Elementary	A.M. Pate Elementary	Ridglea Hills Elementary
George C. Clarke Elementary	Overton Park Elementary	Sunrise McMillan Elementary
Van Zandt Guinn Elementary	Waverly Park Elementary	Tanglewood Elementary
Lily B. Clayton Elementary	Maudrie Walton Elementary	South Hi Mount Elementary
Burton Hill Elementary	Woodway Elementary	J. T. Stevens Elementary
Westcreek Elementary	Bruce Shulkey Elementary	Western Hills Primary
Western Hills Elementary	Luella Merrett Elementary	Edward J. Briscoe Elementary
T. A. Sims Elementary	Morningside Elementary	D McRae Elementary
S.S. Dillow Elementary	Christene C. Moss Elementary	Mary Louise Phillips Elementary

North Hi Mount Elementary	Carroll Peak Elementary	Richard J. Wilson Elementary
Seminary Hills Park Elementary	Worth Heights Elementary	South Hills Elementary
Greenbriar Elementary	Hubbard Heights Elementary	

RATIONALE:

The professional development and kit packages 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, which we recommend for large District-wide adoptions.

INFORMATION SOURCE:

Marcey Sorensen



55 Washington Street, Suite 800 Brooklyn, NY 11201-1071 t+1 212.796.2200 • f+1 212.796.2311 www.amplify.com

Fort Worth Independent School District (Cohort 2) Amplify Professional Development Proposal

Effective Implementation: Changing Practice

For effective and sustainable implementation, professional development must *directly prioritize classroom instruction* and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. *Professional development includes both training and coaching support* over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. *Training* equips stakeholders with the information and tools they need for a successful program implementation and initially, focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to literacy instruction. *Coaching* provides real-time context for application and skill building to develop effective habits of teaching that produce excellent student outcomes.

K-5 ELAR/SLAR

This professional development package is designed to support teachers, schools, and district leaders in effectively implementing Amplify Texas ELAR/SLAR. This professional development package draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services, which we recommend for large district-wide adoptions. Amplify would welcome the opportunity to partner with the district to further customize a professional development package to meet their individual needs.

The pricing for the professional development packages below is only applicable for a district-wide Amplify Texas ELAR/SLAR adoption. We welcome the opportunity to partner with Fort Worth ISD to customize the approach to professional development, and we will work with the District to finalize the support plan based on detailed conversations around implementation scale and budgetary constraints. Below is the recommended number of sessions, accommodating 30 participants per session.

K-5 ELAR/SLAR	Delivery Method, Audience, and Session Title (Cohort 2)	Total Cost
Initial	Initial Training Sessions	
Implementation - All Sessions Onsite -	(11) K-2 Comprehensive Texas ELAR Initial Trainings, 1 day	\$35,200
Offsite -	(6) K-2 Comprehensive Texas SLAR Initial Trainings, 1 day	\$19,200
	(10) 3-5 Comprehensive Texas ELAR Initial Trainings, 1 day	\$32,000
	(6) 3-5 Comprehensive Texas SLAR Initial Trainings, 1 day	\$19,200
	(2) K-5 Initial Training for Leaders, ½ day (AM/PM)	\$3,200
	Partnership Support: Partner Consultations for District Leaders (ongoing, at least monthly)	\$25,000
Recommended	Strengthening/Coaching Training Sessions	
Strengthening - All Sessions	(21) Texas ELAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$67,900
Onsite (Fall Sessions)	(3) Texas SLAR K-2 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
(Fall/Spring Coaching)	(16) Texas ELAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$51,200
Coaching)	(3) Texas SLAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive)	\$9,600
	(2) Texas K-5 Leaders Strengthening Training, ½ day (AM/PM Consecutive)	\$3,200
	(44) Campus Coaching (2 consecutive days - 88 onsite days total)	\$140,800
Total Cost		\$416,100
District Discount		(\$25,000)
Final Cost		\$391,100

Onsite Training & Coaching (Cohort 2)

Year 1: K-5

Initial Training Sessions:

Training for Teachers: K-2 and 3-5 Comprehensive Initial Trainings for Texas ELAR and SLAR, 1 day

Prepares teachers to effectively implement Texas ELAR/SLAR Skills and Knowledge Strands in their classrooms; covers program principles, unit and lesson design, and key instructional practices.

Timing: Before 22-23 school year begins

• Duration: One day for up to 30 participants

of Sessions: (11) K-2 ELAR, (6) K-2 SLAR, (10) 3-5 ELAR, (6) 3-5 SLAR

Recommendation:

New teachers

Instructional Coaches and Principals in attendance

Initial Training for K-5 Instructional Leaders, ½ day

Prepare to implement and support Texas ELAR instruction in your schools! Learn how Texas ELAR/SLAR supports students to build literacy skills in the early grades and move among reading, writing, speaking and listening, and language activities in the upper grades. Understand the purpose of the Texas ELAR /SLARprogram (Skills, Knowledge, and Integrated Strands) and identify components of the Texas ELAR/SLAR design principles within lessons. Participants will begin creating an action plan to support communication and change management related to Texas ELAR/SLAR to staff, parents, and other stakeholders. Participants will leave with an action plan to support communication and change management related to Texas ELAR/SLAR to staff, parents, and other stakeholders.

Timing: Before 22-23 school year begins
Duration: 1/2 day for up to 30 participants

of Sessions: 2 AM/PMRecommendation:

 School administrators, Instructional Coaches, and other building and/or district instructional leaders

Partner Consultations for District Leaders

Implementation calls focused on addressing implementation and pedagogical questions and professional development planning. Services will include program review consultations at mid- and end of the year and ongoing pedagogical support available online and by phone 365 days/year for teachers, school leaders, and/or district leaders.

Timing: Ongoing

 Duration: Bi-weekly check-in calls; Program review consultations at mid- and end of year; Partner onsite visits

Year 1 Strengthening and/or Coaching:

Training for Teachers: Strengthening Implementation

Districts can use Strengthening Days flexibly based on implementation needs in order to effectively train their educators. Strengthening Days can include follow-up professional development sessions (see our menu of individual training sessions below) and/or onsite coaching visits conducted at schools.

- Timing: Flexible after 4-6 weeks of implementation
- Duration: ½ day sessions for up to 30 participants per session.
- # of Sessions: (21) K-2 ELAR, (3) K-2 SLAR, (16) 3-5 ELAR, (3) 3-5 SLAR all AM/PM consecutive sessions
- Possible Strengthening half-day sessions include:
 - Enhancing Planning & Practice for Teachers
 - Amplify Texas ELAR/SLAR Writing for K-2 or 3-5
 - Enhancing Planning & Practice Instruction for English Language Learners K-5
 - Enhancing Planning & Practice Instruction for Students with Special Needs K-5

Training for Teachers: Onsite Coaching Sessions

Texas ELAR onsite coaching sessions are geared to meet the needs of individual schools and teachers in order to strengthen program implementation. Texas ELAR facilitators will work with district or school leads to design the format of the onsite session. Onsite coaching agendas may include a combination of the following services: Lesson modeling (conducted by a Texas ELAR facilitator) and debrief, grade-level planning, classroom observations and feedback, and Leadership consultation. The flexible onsite coaching design allows a collaborative approach to support effective program implementation. Coaching visits can include a full day at a single school or two half-day visits to two different schools.

- Timing: Flexible (Fall/Spring) District can designate key campuses to visit
- Duration: (44) 2 day consecutive coaching days 88 days total
- Onsite coaching visits can consist of up to two schools a day or be used at one school for the duration
- Onsite coaching visits can include observation and feedback, modeling, coaches leading PLCs, coaches leading team planning, or a combination based on school and/or district need.
- Participants: Teachers/Leaders

Pricina:

• Two Days Onsite (consecutive days): \$4,800

One Day Onsite: \$3,200
Half Day Onsite: \$2,500
One Day Webinar: \$1,200
Half Day Webinar: \$750

Amplify.

Amplify Proposal

Amplify ELAR + Amplify SLAR (Year 1 Proposal) GK-5
Fort Worth Independent School District | April 21, 2022

Amplify.

We are pleased to provide the following partnership proposal for Amplify ELAR Texas and Amplify SLAR Texas. Please refer to the pricing summary below, followed by grade-level detail for each product.

Summary

Product		Unit Price
Amplify ELAR Texas		\$6,301,200.00
Amplify SLAR Texas		\$1,222,650.00
Shipping		\$777,684.00
l	Total	\$8,301,534.00

Amplify ELAR Texas/ Year 1

Product	Unit Price	Qty Free	Qty Charged	Total
Amplify ELAR Texas GK Complete Student Bundle, 1yr	\$185.00		6,330	\$1,171,050.00
Amplify ELAR Texas GK Teacher Bundle	\$1,400.00	211	0	\$0.00
Amplify ELAR Texas G1 Complete Student Bundle, 1yr	\$178.00		7,230	\$1,286,940.00
Amplify ELAR Texas G1 Teacher Bundle	\$1,350.00	241	0	\$0.00
Amplify ELAR Texas G2 Complete Student Bundle, 1yr	\$178.00		6,750	\$1,201,500.00
Amplify ELAR Texas G2 Teacher Bundle	\$1,350.00	225	0	\$0.00
Amplify ELAR Texas G3 Complete Student Bundle, 1yr	\$173.00		5,430	\$939,390.00
Amplify ELAR Texas G3 Teacher Bundle	\$1,280.00	181	0	\$0.00
Amplify ELAR Texas G4 Complete Student Bundle, 1yr	\$173.00		5,160	\$892,680.00
Amplify ELAR Texas G4 Teacher Bundle	\$1,280.00	172	0	\$0.00
Amplify ELAR Texas G5 Complete Student Bundle, 1yr	\$173.00		4,680	\$809,640.00
Amplify ELAR Texas G5 Teacher Bundle	\$1,280.00	156	0	\$0.00
				\$6,301,200.00

Amplify.

Amplify SLAR Texas Year 1

Product	Unit Price	Qty Free	Qty Charged	Total
Amplify SLAR Texas GK Complete Student Bundle, 1yr	\$117.00		2,010	\$235,170.00
Amplify SLAR Texas GK Teacher Bundle	\$1,824.00	67	0	\$0.00
Amplify SLAR Texas G1 Complete Student Bundle, 1yr	\$117.00		2,160	\$252,720.00
Amplify SLAR Texas G1 Teacher Bundle	\$1,965.00	72	0	\$0.00
Amplify SLAR Texas G2 Complete Student Bundle, 1yr	\$117.00		2,040	\$238,680.00
Amplify SLAR Texas G2 Teacher Bundle	\$1,965.00	68	0	\$0.00
Amplify SLAR Texas G3 Complete Student Bundle, 1yr	\$104.00		1,800	\$187,200.00
Amplify SLAR Texas G3 Teacher Bundle	\$1,408.00	60	0	\$0.00
Amplify SLAR Texas G4 Complete Student Bundle, 1yr	\$104.00		1,500	\$156,000.00
Amplify SLAR Texas G4 Teacher Bundle	\$1,408.00	50	0	\$0.00
Amplify SLAR Texas G5 Complete Student Bundle, 1yr	\$104.00		1,470	\$152,880.00
Amplify SLAR Texas G5 Teacher Bundle	\$1,408.00	49	0	\$0.00
				\$1,222,650.00

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE FOCUSED READING INTERVENTION KIT

BACKGROUND:

The Focused Reading Intervention Kit will serve as the core resource for the 2021-2022 Summer Learning and Saturday Learning Quest. This resource will support student achievement by strengthening literacy skills and content – area knowledge with high – interest readers and easy to implement lessons. A pre-test will be administered to students at the beginning of Summer Learning to determine areas of strength and opportunities for student growth to drive reading instruction. Progress Monitoring will be conducted throughout Summer Learning in the form of Quick Checks and oral reading records to determine further intervention. A post-test will be administered at the conclusion of Summer Learning to measure student growth.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Focused Reading Intervention Kit
- 2. Decline to Approve Focused Reading Intervention Kit
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Focused Reading Intervention Kit

FUNDING SOURCE: Additional Details

General Fund 199-11-6329-015-XXX-24-307-000000

COST:

\$95,548.53

VENDOR:

Teacher Created Materials

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 20-040

Number of Bid/Proposals received: 224

HUB Firms: 45 Compliant Bids: 224

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:

Alice Contreras Elementary	Atwood McDonald Elementary	Bonnie Brae Elementary
Burton Hill Elementary	Clifford Davis Elementary	D. McRae Elementary
Daggett Elementary	Dolores Huerta Elementary	East Handley Elementary
Eastern Hills Elementary	Greenbriar Elementary	Hazel Harvey Peace Elementary
Manuel Jara Elementary	M.H. Moore Elementary	Oakhurst Elementary
Oaklawn Elementary	A.M. Pate Elementary	Ridglea Hills Elementary
Sagamore Hill Elementary	Bruce Shulkey Elementary	Sunrise McMillan Elementary
Van Zandt Guinn Elementary	Waverly Park Elementary	Tanglewood Elementary
Westpark Elementary	W.M. Green Elementary	Worth Heights Elementary
Glen Park Elementary		

RATIONALE:

The Focused Reading Intervention Kit will bridge the gap between struggling and proficient readers through focused intervention of key literacy skills and comprehension strategies. The kit provides students with access to a wide range of fiction and nonfiction texts and opportunities to practice the use of multiple strategies to process complex texts. The Focused Reading Intervention Kit will be utilized in Summer Learning 2021 - 2022 and Saturday Learning Quest 2022 - 2023.

INFORMATION SOURCE:

Marcey Sorensen



Proposal

Teacher Created Materials 5482 Argosy Ave Huntington Beach, CA 92649

2/27/2022

Proposal – Summer Intervention Fort Worth Independent School District

FAX OR MAIL PURCHASE ORDER TO:

ATTN: ORDERS

TEACHER CREATED MATERIALS

5482 Argosy Ave.

HUNTINGTON BEACH, CA 92649 EMAIL: ORDERS@TCMPUB.COM

FAX: 888-877-7606

Item #	Title	Qty	Unit Price	Ext Price
21137	Focused Reading Intervention: Level K Kit	28	\$649.99	\$18,199.72
21138	Focused Reading Intervention: Level 1 Kit	28	\$649.99	\$18,199.72
21139	Focused Reading Intervention: Level 2 Kit	28	\$649.99	\$18,199.72
21140	Focused Reading Intervention: Level 3 Kit	28	\$649.99	\$18,199.72
21141	Focused Reading Intervention: Level 4 Kit	28	\$649.99	\$18,199.72
21142	Focused Reading Intervention: Level 5 Kit	28	\$649.99 \$0	\$18,199.72 \$0
Digital	Site license for digital Teacher's Guide with each print kit.	168	\$129.99 No Charge	\$21,838.32 \$0
Pacing Guide	Pacing Guide for each grade level	6	No Charge	\$0



Training	Full Day of product training	1	\$5,500.00 No Charge	\$5,500 \$0
SHIP	Shipping and handling – 10% Discounted to 5%	1	\$9,099.86 \$4,549.93	\$4,549.93

Total:	\$95,548.53

This proposal includes the following discounts:

Print materials	\$18,199
Digital license	\$21,838
Professional Development	\$5,500
Shipping	\$4,549
Total discount	\$50,086

Thank you!

Todd McKay Sales Consultant Teacher Created Materials Mobile: (806) 786-7312 Email: tmckay@tcmpub.com

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE 2022 ADVANCED PLACEMENT EXAM FEES

BACKGROUND:

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with AP eligible grade levels, and two (2) middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction that adheres to College Board guidelines. Post-secondary Success Specialists are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus.

AP scores create opportunities for students to earn college credit through AP exams prior to entering college and at no cost to families. Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars. Earning college credit with AP gives students the flexibility to change majors, pursue a second degree, study abroad, or seek internship opportunities while staying within the Texas Higher Education Coordinating Board and federal guidelines for college persistence and graduating on track.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve 2022 Advanced Placement Exam Fees
- 2. Decline to Approve 2022 Advanced Placement Exam Fees
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2022 Advanced Placement Exam Fees

FUNDING SOURCE: Additional Details

General Fund 199-11-6339-OWS-XXX-38-378-000000

COST:

Not-to-Exceed - \$384,916

VENDOR:

College Board

PURCHASING MECHANISM:

Bid/RFP/RFQ

<u>Bid/Proposal Statistics</u>

Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29 Compliant Bids: 203

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

Purchasing Support Documents Needed:

- 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:

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

RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions and potential college credit eligibility, this item is recommended for Board approval. Students receiving a qualifying score of 3 or higher on AP Exams leads to a higher correlation of college degree attainment. Our students starting at 9th grade work towards their college dreams. In 2021, students took 6,893 AP exams and of these 1,661 exams were scored at a 3 or higher, which is eligible for college credit. This year we plan to administer 8,472 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students.

INFORMATION SOURCE:

David Saenz

Fort Worth ISD Advanced Placement Exams Cost 2021-2022 # Exams Non Eco Dis AP Capstone Exams Non Eco Dis Total Cost of Exams Non Eco Dis AP Capstone Exams Total Cost of Exams Eco Dis AP Capstone Exams Exams Cost of Exams Non Eco Dis f Exams Eco Dis AP \$ Exams Non Eco AP Capstone # Exams Late Fee # Exams Eco Dis Dis Cost of Exams E # Unused Exam Cost of Exams Unused Fee Exams Total Cost of I Fee Exams Total Cost of E Unused Fee Total Cost of I Non Eco Dis Total Cost of E Eco Dis S # Exams E Capstone Cost of Ex Exams Ecc Capstone ₹ Grand Total AP Grand Total Locid Location Name Exams Cost AP Exams 296 1 Carter-Riverside HS 33 \$87 \$2,871 \$13 \$3,848 5 \$40 200 \$40 \$800 329 \$7,719 20 465 2 Arlington Heights HS \$87 \$40,455 \$135 \$3,105 378 \$13 \$4,914 \$61 \$305 5 \$40 200 \$4,000 871 \$52,979 100 \$40 3 South Hills HS 79 \$87 \$6,873 600 \$13 \$7,800 5 \$40 200 20 \$40 \$800 679 \$15,673 4 Diamond Hill-Jarvis HS 20 \$87 \$1,740 180 \$13 \$2,340 5 200 \$40 200 10 \$40 \$400 \$4.680 5 Dunbar HS 7 \$609 84 \$13 \$1,092 5 \$87 \$40 200 10 \$40 \$400 91 \$2,301 10 5 6 Eastern Hills HS \$87 \$870 80 \$13 \$1,040 \$40 200 10 \$40 \$400 90 \$2,510 8 North Side HS 71 \$87 \$6,177 339 \$13 \$4,407 5 \$40 200 20 \$40 \$800 410 \$11,584 9 Polytechnic HS 10 \$87 \$870 \$13 \$3,471 5 267 \$40 200 10 \$40 \$400 277 \$4,941 10 Paschal HS 1344 5 \$87 \$116,92 124 \$135 \$16,740 588 \$13 \$7,644 \$61 \$2,928 \$40 200 200 \$40 \$8,000 2104 \$152,440 11 Trimble Tech HS 45 \$87 \$3,915 520 \$13 \$6,760 5 \$40 200 20 \$40 \$800 565 \$11,675 14 Southwest HS 27 \$87 \$2,349 \$13 \$1,209 5 200 93 \$40 10 \$40 \$400 120 \$4,158 15 Western Hills HS 49 \$87 \$4,263 135 \$13 \$1,755 5 \$40 200 20 \$40 \$800 184 \$7,018 15 16 O.D. Wyatt HS \$87 \$1,305 262 \$13 \$3,406 5 \$40 200 \$400 277 \$5,311 10 \$40 71 Benbrook MS/HS 356 \$87 \$30,972 186 \$13 \$2,418 5 \$40 200 70 \$2,800 542 \$40 \$36,390 81 YWLA 113 \$87 \$9,831 268 \$13 \$3,484 5 200 \$40 30 \$40 \$1,200 381 \$14,715 82 TABS 52 \$87 \$4,524 159 \$13 \$2,067 5 \$40 200 20 \$40 \$800 211 \$7,591 83 YMLA 17 \$87 \$1,479 42 \$13 \$546 5 \$40 200 10 \$40 \$400 59 \$2,625 84 World Languages Institute 87 \$87 \$7,569 406 \$13 \$5,278 5 \$40 200 20 \$40 \$800 493 \$13,847 86 TCC South Collegiate HS 33 \$87 \$2,871 120 \$13 \$1,560 5 20 \$800 \$5,431 \$40 200 \$40 153 87 I.M. Terrell Academy 190 228 \$13 \$2,964 \$1,200 \$87 \$16,530 5 \$40 200 30 \$40 418 \$20,894 3023 \$87 \$263,00 \$135 \$19,845 5249 \$13 \$68,237 53 \$61 \$3,233 105 4200 **Grand Total** \$40 660 \$40 \$26,400 8472 \$384,916

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE RECOMMENDATION FOR THE ADOPTION OF NEW

INSTRUCTIONAL MATERIALS CALLED FOR UNDER STATE

PROCLAMATION 2022

BACKGROUND:

State Board of Education Process

The State Board of Education (SBOE) issued Proclamation 2022 to solicit bids for new instructional materials in Health and Physical Education Systems. Adoptions of new instructional materials are for 8-year periods.

Interested publishers submitted a complete description for each product, listing all Texas Essential Knowledge and Skills (TEKS)-bearing components, and provided electronic samples of each product to the Texas Education Agency (TEA). A State Review Panel (SRP) composed of university professors, public school teachers, parents, business and industry representatives, and other subject matter experts appointed by the Commissioner review each of the items submitted by publishers.

Fort Worth School District Process

In accordance with policy EFAA (LOCAL), "Instructional Materials: Selection and Adoption", the District established various committees to review the materials.

The District established a Steering Committee composed of personnel from various district departments and Instructional Materials Advisory (IMA) committees made up of teachers from the respective content areas to review the State-adopted materials.

Individual IMA committee members reviewed the respective materials and scored the quality of the materials using a rubric created by the respective content directors. The scores of the aggregated rubrics were used to select publishers to invite to virtual presentations.

Presentations were hosted on Saturday, December 11. The demonstrations were attended by committee members and central office personnel. The demonstrations provided committee members an opportunity to further review materials, ask questions, and obtain clarification of each product.

Following the vendor presentations, attendees scored the products using rubrics developed by the respective content directors.

Recommended Adoptions

The Academics Division recommends the 8-year adoption and subsequent purchase of the following materials:

Grades	Content	Recommended Vendor
K – 12	Health Systems	ETR
K - 8	Physical Education	Gopher Sports
9 – 12	Physical Education	Human Kinetics

School districts receive an annual allotment from the state instructional materials fund for each student enrolled in the district. Instructional materials and disbursements are then requested by districts through the Educational Materials System (EMAT). The allotment is reduced by the value of requested materials. School district funds are not used.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2022
- 2. Decline to Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2022
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCES: Additional Details

Special Revenue 410-11-6321-001-999-11-458-000000-12245

COST:

\$3,166,517.70

VENDORS:

Human Kinetics - 8-year adoption.	\$336,000
Gopher Sport - 8-year adoption	\$252,428
ETR - 8-year adoption	\$2,577,989.70

PURCHASING MECHANISMS:

Bid/RFP/RFQ

Human Kinetics

Bid Number: 13-015-E

Number of Bid/Proposal received: 37

HUB Firms: 4 Compliant Bids: 37

Gopher Sport

Bid Number: 20-040

Number of Bid/Proposals received: 224

HUB Firms: 45 Compliant Bids: 224

ETR

Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29 Compliant Bids: 203

Purchasing Support Documents Needed:

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

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

All campuses

RATIONALE:

Board approval of the Superintendent's instructional materials recommendations will allow the District to begin ordering materials as soon as the EMAT system opens on May 1, 2022. Early ordering will help ensure delivery of materials by the start for the 2022 - 2023 school year.

INFORMATION SOURCE:

Marcey Sorensen



QUOTE

Quote Date: 02/28/2022

Quote Number: 58732D

Please Remit Payment To:

5619 Scotts Valley Drive, Suite 140 Scotts Valley, CA 95066 800-321-4407

Ship To:

Bill To:

Roina Baquera Ft Worth ISD 1050 Bridgewood Drive Ft Worth, TX 76112

8-year subscription access to K-12 HealthSmart Integrated Digital. Fees based on the numbers and grade-specific data provided by FWISD: 134 schools... Across K-12 grades (Elem MS HS) ... Access for 1,799 educators... Working with 43,393 students... Over 8 years.

8 Year Integrated Digital HealthSmart							
Curriculum	\$3,165,119.34						
T 1 + Discounts	\$(460,524.86)						
Multi-Year Discount	\$(126,604.77)						
Total:	\$2,577,989.70						
Per User - Full Term	\$58.34						
Per User - 1 year	\$7.29						

DOMESTIC (U.S.) ELECTRONIC REMIT INSTRUCTIONS

Bank: Santa Cruz County Bank Account Name: ETR Associates Account Type: Checking

ABA Routing Number: 121143736

Account: 033008527

Please include invoice number(s) in the transmitted

information

Email: AccountsReceivable@ETR.ORG

Subtotal: \$2,577,989.70
Shipping and Handling: \$0.00

 Sales Tax:
 \$0.00

 Total:
 \$2,577,989.70

Charge Pending

Amount Due:

(Quote good until August 31st, 2022)

Remittance must be drawn in USD, drawn on a U.S. Bank. Prices good for 90 Days or as listed.

Shipping and handling will be charged on all Print orders

If for any reason, you are not completely satisfied with any product you buy from us, simply return it in resalable condition within 30 days of receipt, and we will promptly refund the purchase price. *HealthSmart* may be subject to a 25% restocking fee.



The leader in Physical Education, Athletics, and Fitness equipment

Dear Maria.

On behalf of the Gopher & SPARK teams, thank you for the opportunity to draft this proposal. On the pages that follow, I hope to convey the messages of who we are, what we do, and our programmatic approach.

Since 1989, SPARK has been providing a coordinated package of research-based curriculum, on-site teacher training, content-matched equipment, and extensive follow up support to teachers representing schools, organizations, and agencies worldwide. Our research background and these publications prove that SPARK works and can be sustained. Plus. our years of "real-world" field-testing have taught us how to modify SPARK to meet the needs of YOUR students and teachers. Don't just take our world for it; hear testimonials from SPARK users! SPARK is exclusively available from Gopher.

Hopefully, this proposal begins a process that will lead to our shared goal - healthier, happier students and staff.



I will follow up with you shortly to see if I captured your goals and objectives in this first draft. Our entire team is looking forward to exceeding your expectations.

Sincerely.

Brian Hull

SPARK Territory Sales Manager

3 mm. Alun

Phone: 507.446,2219

Email: brianhull@sparkpe.org

The GOPHER promise to you!

For over 75 years, Gopher has been committed to serving physical education, athletics, and fitness professionals. We are here to help you achieve your program goals and are proud to dedicate our efforts toward increasing physical activity. We look forward to serving you now and in the future.

When you choose Gopher, you will always receive:



Unconditional 100% Satisfaction Guarantee

If you are not satisfied with a product for any reason at any time, we'll replace it or refund your money.

No hassles. No exclusions. No kidding!

Gopher equipment will last but this funding won't. Choose the best equipment backed by the best guarantee!



Experience with Large Projects

Gopher has been working hand-in-hand with districts and schools to enhance their programs, as well as ensure a smooth order and delivery experience, for 75 years.

Recently, Gopher has been helping districts with federal relief funding (ESSER).



Superior Customer Care

When you contact Gopher, you will receive a prompt response from a friendly and knowledgeable representative trained to meet your every need!



Exclusive Products

Inventing products that solve problems and finding new ways to promote physical activity is our passion. Our selection features high-quality items designed to enhance or expand your program that you can't find anywhere else!



Exclusive Home of SPARK

Gopher is proud to be the exclusive partner of SPARK, the world's most researched physical education and physical activity program. Featuring comprehensive curriculum sets for K-2, 3-6, Middle School, and High School physical education, SPARK provides everything you need to improve physical activity and overall engagement in PE.



The leader in Physical Education, Athletics, and Fitness equipment

For over 30 years, SPARK has been dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. To ensure a successful implementation of your program, you will want to learn more about the four essential components of SPARK.

The 4 Essential Components of SPARK











The leader in Physical Education, Athletics, and Fitness equipment

Teacher Resources Overview

Manual

- Instructional units written in scope and sequence
- All lessons include learning targets and objectives
- Social and emotional learning
- Aligned to State and National Standards

SPARKfolio

- Holds and organizes teaching materials
- Skill & station cards
- Highlight referenced materials are laminated
- Durable box makes it easy to transport/share

Music CD

- Contains the music you need on one CD
- Warm-up and cool-down music
- Interval and circuit music

SPARKfamily.org Subscription

- Digital access to your SPARK program materials
- Interactive alignment and assessment tools
- Activity preview videos for K-2, 3-6, and Middle School
- Exclusive web-only units









Ship To:

Fort Worth Ind School District 100 N University Dr Fort Worth TX 76107 United States

Shipping Contact:

Bill To:

Fort Worth Ind School District 100 N University, Suite NW 140-E Fort Worth TX 76107 United States

Billing Contact:

Quote

Quote #: QT64383

Quote Date: 04-Mar-2022 Expire Date: 31-Aug-2022 Contact Name: Maria Phillips

Sales Manager: Brian Hull brianhull@sparkpe.org Tel: 855-500-3623 Fax: 507-446-2219

Quote Total:

\$227,232.00

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
21-901 SPARK - K-2, Set 3 (Manual/Music CD/8-year Subscription/Folio), 2020	87	0	16- Mar-202 2	\$864.00	\$75,168.00
40-873 SPARK - 3-6, Set 3 (Manual/Music CD/8-year Subscription/Folio), 2020	87	62	16- Mar-202 2	\$864.00	\$75,168.00
21-796 SPARK - Middle School, Set 3 (Manual/Music CD/8-year Subscription/Folio), 2021	89	160	04- Mar-202 2	\$864.00	\$76,896.00



Unconditional 100% Satisfaction Guarantee

Unconditional 100%
Satisfaction Guarantee
Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price.
No questions, No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

International Customers: globalservices@gophersport.com

203

Fax: 507-451-4755



Phone: 507-451-7470



Quote

Quote #: QT64383

Quote Date: 04-Mar-2022 Expire Date: 31-Aug-2022

Item

Qty Requested Qty Available Est Ship Date

Unit Price

Extended Price

Note: This quote reflects custom 8-year subscription pricing to each program.

Price breakdown: \$449.00 for each set 3 (K-2, 3-6, MS) -Prorated yearly subscription fee on a 3-year term: \$83/ year -Years 4-8=\$415.00 \$449.00 + \$415.00=864.00 for each Set 2 to include 8 year digital subscriptions.

Note: Free shipping included! Savings of \$27,267.

Subtotal:

\$227,232.00

Shipping, Handling & Processing:

\$0.00

Estimated Sales Tax:

\$0.00

Quote Total:

\$227,232.00

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

International Customers: globalservices@gophersport.com

Fax: 507-451-4755



Phone: 507-451-7470

204

2 of 2



Ship To:

Fort Worth Ind School District 100 N University Dr Fort Worth TX 76107 United States

Shipping Contact:

Bill To:

Fort Worth Ind School District 100 N University, Suite NW 140-E Fort Worth TX 76107 United States

Billing Contact:

Quote

Quote #: QT64909

Quote Date: 08-Mar-2022 Expire Date: 31-Aug-2022 Contact Name: Maria Phillips

Sales Manager: Brian Hull brianhull@sparkpe.org Tel: 855-500-3623 Fax: 507-446-2219

Quote Total:

\$25,196.00

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-471 SPARK PE K-6 Professional Development - Premium Day 1	2	0	22- Apr-2022	\$2,699.00	\$5,398.00
56-472 SPARK PE K-6 Professional Development - Premium Day 2	2	2	08- Mar-202 2	\$2,000.00	\$4,000.00
56-418 SPARK PE Middle School Professional Development - Premium Day 1	2	2	08- Mar-202 2	\$2,699.00	\$5,398.00
56-419 SPARK PE Middle School Professional Development - Premium Day 2	2	2	08- Mar-202 2	\$2,000.00	\$4,000.00
T00005 SPARK Travel 5	4		08- Mar-202 2	\$1,600.00	\$6,400.00



Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price.
No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446 Fax: 800-451-4855

customercare@gophersport.com

International Customers: globalservices@gophersport.com

Phone: 507-451-7470

ersport.com Fax: 507-451-4755

205



Quote

Quote #: QT64909

Quote Date: 08-Mar-2022 Expire Date: 31-Aug-2022

Item Qty Qty Est Ship Extended Requested Available Date Unit Price Price

Note: As discussed, day 1 of the K-6 Premium trainings would include 6 hours of PD for the K-2 program. Then, day 2 would include 6 hours of PD for the 3-6 program.

Since you have 87 total K-5 teachers and 89 total MS teachers, as discussed, each K-6 PD session is okay to have 44 teachers and each MS PD session is okay to have 45 teachers.

Note: Since 4 Premium PDs would be purchased, you may choose up to 4 of the promotions below:

- A. Virtual post-training session(s) with a SPARK trainer
- a. Starter ½ day: 30-minute session (\$250 value)
- b. Standard 1 day: 1-hour session (\$500 value)
- c. Premium 2-days: Two 1-hour sessions (\$1,000 value)
- B. A one-time exclusive discount on Gopher equipment
- a. Starter: \$100 off b. Standard: \$250 off c. Premium: \$500 off
- C. Bonus raffle prizes at your SPARK training
- a. Starter: 5 stainless steel SPARK mugs (\$150 value)
- b. Standard: 10 mugs (\$300 value) c. Premium: 15 mugs (\$450 value)

Subtotal:

\$25,196.00

Shipping, Handling & Processing:

\$0.00

Estimated Sales Tax :

\$0.00

Quote Total:

\$25,196.00



Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

International Customers: globalservices@gophersport.com

Fax: 507-451-4755



Phone: 507-451-7470

206

2 of 3



Quote

Quote #: QT64909

Quote Date: 08-Mar-2022 Expire Date: 31-Aug-2022

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customercare@gophersport.com

International Customers: globalservices@gophersport.com

Fax: 507-451-4755



Phone: 507-451-7470



The leader in Physical Education, Athletics, and Fitness equipment

In-service Dates: August 8-10th; back to back days during "Welcome Back" sessions # Participants: Both the K-6 and MS Premium sessions would each have slightly over 40 participants.

of sites: TBD

of SPARK Stars: TBD

In-service Location: TBD

Sessions (or trips): 4; The 2 K-6 Premium PDs AND MS PDs would all happen on two

consecutive days.

Special Notes/Instructions: Please reference quote #QT64909 that was emailed to

you.

Funding Source: TBD



HUMAN KINETICS

1607 North Market Street • P.O. Box 5076 • Champaign, IL 61825-5076 • 800-747-4457 • Fax: 217-351-2674

TO: FORT WORTH ISD 100 N UNIVERSITY DR

FORT WORTH, TX 76107

Date: March 15, 2022

EXP DATE: August 31, 2022

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	
John Klein	NA-Electronic Product	NA-Electronic Product	Net 30	

QTY	ISBN	DESCRIPTION	LIST PRICE PER UNIT	TEA P2022 PRICE	LINE TOTAL
3200	9781492591535	Fitness for life HS PE Interactive Web Text 8-Year	\$119.00	\$105	\$336,000
All Teachers	9781718208728	Fitness for Life HS PE Teacher Collection 8-Year	\$990.00	\$0.00	\$0.00

All teaching editions (Teacher Collection) are complimentary for all teachers as long as student editions are procured.

Human Kinetics will provide two complimentary 2-hour live virtual format Professional Development Training Sessions.

SUBTOTAL \$336,000

SALES TAX Tax Exempt

SHIPPING NA-Electronic Product

TOTAL \$336,000

Please submit purchase orders to: Email: Johnk@hkusa.com

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE FEMININE PRODUCT DISPENSERS FOR SECONDARY SCHOOLS

BACKGROUND:

The District will purchase and install 200 feminine product dispensers for all secondary schools in designated female restrooms. Discreet access to sanitary napkins in female restrooms is essential, similar to toilet tissue and other disposable restroom supplies that are stocked by school custodians. The ability of a student to have direct access will reduce lost class time that comes from having to go to the nurse.

The dispensers will have two (2) 25ϕ coin slots, one (1) for sanitary napkins and one (1) for tampons, though the District does not plan to charge students at this time. Modern dispensers only offer both product options, even though the District will only be providing the napkins. The napkins will be provided free of charge, as the dispensers will be equipped with a coin bypass mechanism. The tampon side of the machine can also be utilized in the future if the District so desires.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Feminine Product Dispensers for Secondary Schools
- 2. Decline to Approve Feminine Product Dispensers for Secondary Schools
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Feminine Product Dispensers for Secondary Schools

FUNDING SOURCE: Additional Details

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

COST:

\$60,800

VENDOR:

William V. MacGill

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 610-20. Supporting documentation is attached. The recommended vendor is listed above

Purchasing Support Documents Needed:

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

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

All Secondary Campuses

RATIONALE:

Providing an easily accessible and free feminine product dispenser promotes female health and wellness, as well as student comfort in addressing their physical needs.

INFORMATION SOURCE:

Joseph Coburn

William V. MacGill

1000 N. Lombard Road Lombard, IL 60148

Phone: (630) 889-0500 **Fax:** (800) 727-3433

Quotation

Date Feb 23, 2022

Page 1

Quote Number QT0078875

Sold To:

FORT WORTH I.S.D 100 N UNIVERSITY DR SUITE NW 140-E ACCOUNTS PAYABLE FORT WORTH, TX 76107 US

Ship To:

FORT WORTH I.S.D 100 N UNIVERSITY DR SUITE NW 140-E ACCOUNTS PAYABLE FORT WORTH, TX, 76107 US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
EMAIL QUOTE	EMAIL QUOTE	76107-100		Feb 23, 2022	1 1	N30

Qty. Ord.	Item Number	С	Description		Unit Price	иом	Extended Price
200 200	40007 17450	(SHIP FROM MFG) DUAL VENDING MA (WO)(SHIP FROM MFG) NO CHARGE N	CHINE 25 CENT SLOT		281.20		56,240.00 4,560.00
Com	ments:		Tax Summary:		<u> </u>	<u> </u>	
		ORDERS OVER \$65 OO TO ONE	ILGOV 0.00		Less		
	CATION. EXPIRES 07/30/22		Included Tax		0.00		
				Order Discour	nt	0.00	
	Subtotal			60,800.00			
			212		Total sales tax	0.00	
					Total order		60,800.00

ந்து Vendor Contract Information Summary

Vendor Name William V. MacGill and Co.

Contact Melissa Birch

Phone Number 8003232841

Email macgill@macgill.com

Website www.macgill.com

Federal ID 36-3094464

Accepts RFQs Yes

Address Line 1 1000 N. Lombard Road

Vendor City Lombard

Vendor Zip 60148

Vendor State IL

Vendor Country USA

Delivery Days 5

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Pre-paid and added to invoice

Ship Via Common Carrier

Is Designated Dealer No

EDGAR Forms Received Yes

Service-Disabled Veteran Owned No

Minority Owned No

Women Owned No

Is National Yes

No Excluded Foreign Terrorist Orgs Yes

No Israel Boycott Certificate Yes

Is MWBE No

Regions Served All Texas Regions

States Served All States

Contract Name First Aid, Emergency Medical, and Athletic Trainer Supplies

and Equipment

Contract # 610-20

Effective Date 06/01/2020

Expiration Date 05/31/2023

Quote Reference Number 610-20

Return Policy Contact customer service for return instructions.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE DISASTER RECOVERY AND NETWORK CLOUD BACKUP SOFTWARE

BACKGROUND:

This is a request to purchase a renewal of software to maintain the backup of District data. This backup software includes secure cloud storage and includes support from a systems engineer for disaster recovery. This performance period for this renewal ends January 21, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Disaster Recovery and Network Cloud Backup Software
- 2. Decline to Approve Disaster Recovery and Network Cloud Backup Software
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Disaster Recovery and Network Cloud Backup Software

FUNDING SOURCE: Additional Details

TRE 198-53-6399-001-999-99-814-423-000000

COST:

\$163,336

VENDOR:

Sequel Data Systems, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

TIPS Contract #210101

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 TIPS Contract #210101. 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:

Renewal of this backup software will support the data replication and recovery strategy.

INFORMATION SOURCE:

Marlon Shears



11824 Jollyville Rd. Suite 400 Austin, TX 78759 Quote Number: 202824

Today's Date: 04/01/2022

Sales Quote

Customer:
Marlon Shears
FWISD
marlon.shears@fwisd.org

Account Manager: David Dunaway

Sequel Data Systems
david.dunaway@sequeldata.com

Cell: 817-939-7406

TIPS - 210101

Item	Part #	Qty.	Description	Term	Unit Price	Ext. Price
1	V-VBRPLS-VS-P0ARW- 00	54	Annual Basic Maintenance Renewal Expired (Fee Waived) - Veeam Backup & Replication Enterprise Plus. For customers who own Veeam Backup & Replication Enterprise Plus, Basic Support socket licensing prior to 2021.		\$ 638.00	\$ 34,452.00
2	V-VBRPLS-VS-P01AR- 00		Annual Basic Maintenance Renewal - Veeam Backup & Replication Enterprise Plus. For customers who own Veeam Backup & Replication Enterprise Plus, Basic Support socket licensing prior to 2021.		\$ 638.00	\$ 34,452.00
3	V-VBRPLS-VS-P01MR- 00	108	Monthly Basic Maintenance Renewal - Veeam Backup & Replication Enterprise Plus. For customers who own Veeam Backup & Replication Enterprise Plus, Basic Support socket licensing prior to 2021.		\$ 54.00	\$ 5,832.00
			new expiration date for these 54 sockets to be 1/21/2023 **FWISD owns 12 additional sockets that expire 1/30/2023**			
4	SPS - L3 Engineer	80	Level 3 Systems Engineer Onsite / Remote		\$ 297.50	\$ 23,800.00
5	Cloud Connect	200	Veeam Cloud Connect - Secure Cloud Storage - Per TB Consumed - Monthly	12	\$ 27.00	\$ 64,800.00
					Total	\$163,336.00

The Interlocal Purchasing System

Purchasing Made Personal



Printed 21 April 2022

www.sequeldata.com



Sequel Data Systems

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

ADDRESS 11824 Jollyville Rd, Suite 400 NAME Charlie Martin

CITY Austin PHONE (866) 839-8477

STATE TX FAX (866) 839-8472

ZIP 78759 EMAIL tips@tips-usa.com

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

SERVING STATES

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

Overview

Sequel Data Systems is located just north of Austin Texas, where we dream big, work hard, and give our hearts to everything we do. Established in 1986 as a Digital Equipment Corporation VAR, we have grown to become one of the largest enterprise-focused Value-Added Reseller and IT Consulting firms in Texas.

We also have a professional services team that delivers the intangible project benefits of customer service, communication, and great relationships with most hardware and software vendors. This means you'll experience a high level of support from us while also leveraging great relationships with software and hardware vendors to get the attention your project needs.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210101	Technology Solutions, Products and Services	05/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

วา	0 1	01
74	LU	w

Jonathan Clifton VP of Sales & (512) 918-8841 jonathan.clifton@sequeldata.com
Chris Case CTO (512) 918-8841 chris.case@sequeldata.com

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE RENEWAL OF MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS PROGRAM

BACKGROUND:

The Enrollment for Education Solutions (EES) program provides a cost-effective license to acquire Microsoft Windows and Office software. EES provides benefits such as the ability to add additional products of any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance. The license extends the benefit to students and employees for download of office tools to their personal computer. This license agreement provides the software updates to maintain a secure environment for our students and employees. This also prepares students to enter the workforce using current business standard software tools. The EES service period will be from April 2022 to April 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Renewal of Microsoft Enrollment for Education Solutions Program
- 2. Decline to Approve Renewal of Microsoft Enrollment for Education Solutions Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of Microsoft Enrollment for Education Solutions Program

FUNDING SOURCE: Additional Details

TRE 198-53-6399-814-999-99-423-000000

COST:

\$720,843.42

VENDOR:

CDW-G

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 Sourcewell Cooperative Purchasing Contract #081419. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

Approval of this item will provide the District employees and students licensing for the Microsoft Windows computer operating system and Microsoft Office Suite. The program will also provide Office 365 which is the District's platform for accessing email and SharePoint.

INFORMATION SOURCE:

Marlon Shears

QUOTE CONFIRMATION



DEAR MARLON SHEARS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRTP728	4/4/2022	EES RNW	0926086	\$720,843.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Skype for Business PSTN Conferencing - subscription license (12 month) Mfg. Part#: LJ9-00001-12MO UNSPSC: 43233503 Electronic distribution - NO MEDIA	10	4112243	\$18.00	\$180.00
Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft Windows Azure - subscription license - 1 license Mfg. Part#: 6QK-00001-12MO UNSPSC: 43233004 Azure commit based on 60k per month spend to accommodate overages Electronic distribution - NO MEDIA	82	3031635	\$1,272.60	\$104,353.20
Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00039-12MO UNSPSC: 43233004	156	4296261	\$39.67	\$6,188.52
Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft System Center Datacenter Edition - license & software assurance - Mfg. Part#: 9EP-00037 UNSPSC: 43232804	156	4325205	\$25.60	\$3,993.60
Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft Identity Manager - External Connector License & Software Assuranc Mfg. Part#: PL7-00058 UNSPSC: 43232901	1	3830279	\$1,570.00	\$1,570.00
Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA	8586	5419420	\$53.53	\$459,608.58
Contract: FWISD Sourcewell #081419 (081419#CDW) Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-B-12mo	343440 221	5419376	\$0.00	\$0.00

QUOTE DETAILS (CONT.)				
UNSPSC: 43231513				
Electronic distribution - NO MEDIA				
Contract: MARKET				
MS EES M365 APPS ENT DVC ADD	90000	5680005	\$0.00	\$0.00
Mfg. Part#: RQL-00001-12MO				
Electronic distribution - NO MEDIA Contract: MARKET				
Contract. PIARRET				
Microsoft Office 365 (Plan A2) - subscription license - 1 user	90000	2614683	\$0.00	\$0.00
Mfg. Part#: M6K-00001-12MO				
UNSPSC: 43231513				
Electronic distribution - NO MEDIA				
Contract: MARKET				
Microsoft Project Online Premium - subscription license - 1	8	4421539	\$130.42	\$1,043.36
user				
Mfg. Part#: 7TR-00001-12MO				
UNSPSC: 43231507 Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
,				
Microsoft SQL Server Enterprise Core Edition License & Software Assurance	106	2670095	\$1,223.11	\$129,649.66
Mfg. Part#: 7JQ-00341				
UNSPSC: 43232304				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft SQL Server Standard Core Edition License &	20	2670099	\$336.46	\$6,729.20
Software Assurance	20	2070099	\$330.40	\$0,729.20
Mfg. Part#: 7NQ-00302				
UNSPSC: 43232304				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft Visio Pro for Office 365 (Plan A2) - subscription	28	2968438	\$28.35	\$793.80
license - 1 use				·
Mfg. Part#: P4U-00001-12MO				
UNSPSC: 43231507				
Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)				
Contract. FW15D Sourcewell #001419 (001419#CDW)				
Microsoft Visio Professional - license & software assurance - 1	1	2943841	\$52.92	\$52.92
PC				
Mfg. Part#: D87-01057				
UNSPSC: 43231507 Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
,				
Microsoft Windows Server - license & software assurance - 1 device CAL	2369	2382900	\$2.82	\$6,680.58
Mfg. Part#: R18-00095				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				

PURCHASER BILLING INFO	SUBTOTAL	\$720,843,42
PORCHASER BILLING INFO	SUBTUTAL	\$720,043.42

Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST SHIPPING \$0.00 ACCTS PAYABLE **SALES TAX** \$0.00 100 N UNIVERSITY DR **GRAND TOTAL** \$720,843.42 FORT WORTH, TX 76107-1360 **Phone:** (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed **DELIVER TO** Please remit payments to: Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST MARLON SHEARS CDW Government 75 Remittance Drive Suite 1515 100 N UNIVERSITY DR Chicago, IL 60675-1515 FORT WORTH, TX 76107-1360

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Phone: (817) 814-2120

Shipping Method: ELECTRONIC DISTRIBUTION

K12 North Texas Account Team
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR MARLON SHEARS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRTP728	4/4/2022	EES RNW	0926086	\$720,843.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Skype for Business PSTN Conferencing - subscription license (12 month)	10	4112243	\$18.00	\$180.00
Mfg. Part#: LJ9-00001-12MO				
UNSPSC: 43233503				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft Windows Azure - subscription license - 1 license	82	3031635	\$1,272.60	\$104,353.20
Mfg. Part#: 6QK-00001-12MO				
UNSPSC: 43233004				
Azure commit based on 60k per month spend to accommodate overages Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft Windows Server Datacenter Edition - license &	156	4296261	\$39.67	\$6,188.52
software assurance			1	, , , , , , ,
Mfg. Part#: 9EA-00039-12MO				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft System Center Datacenter Edition - license &	156	4325205	\$25.60	\$3,993.60
<u>software assurance -</u>				
Mfg. Part#: 9EP-00037				
UNSPSC: 43232804				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft Identity Manager - External Connector License &	1	3830279	\$1,570.00	\$1,570.00
Software Assuranc				
Mfg. Part#: PL7-00058				
UNSPSC: 43232901				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft 365 A3 - subscription license - 1 user	8586	5419420	\$53.53	\$459,608.58
Mfg. Part#: AAD-38391-12MO				
UNSPSC: 43231513				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft 365 A3 - subscription license - 1 user	343440	5419376	\$0.00	\$0.00
Mfg. Part#: AAD-38397-B-12mo	224			

QUOTE DETAILS (CONT.)				
UNSPSC: 43231513				
Electronic distribution - NO MEDIA				
Contract: MARKET				
MS EES M365 APPS ENT DVC ADD	90000	5680005	\$0.00	\$0.00
Mfg. Part#: RQL-00001-12MO				
Electronic distribution - NO MEDIA Contract: MARKET				
Contract. PIARRET				
Microsoft Office 365 (Plan A2) - subscription license - 1 user	90000	2614683	\$0.00	\$0.00
Mfg. Part#: M6K-00001-12MO				
UNSPSC: 43231513				
Electronic distribution - NO MEDIA				
Contract: MARKET				
Microsoft Project Online Premium - subscription license - 1	8	4421539	\$130.42	\$1,043.36
user				
Mfg. Part#: 7TR-00001-12MO				
UNSPSC: 43231507 Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
,				
Microsoft SQL Server Enterprise Core Edition License & Software Assurance	106	2670095	\$1,223.11	\$129,649.66
Mfg. Part#: 7JQ-00341				
UNSPSC: 43232304				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft SQL Server Standard Core Edition License &	20	2670099	\$336.46	\$6,729.20
Software Assurance	20	2070099	\$330.40	\$0,729.20
Mfg. Part#: 7NQ-00302				
UNSPSC: 43232304				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
Microsoft Visio Pro for Office 365 (Plan A2) - subscription	28	2968438	\$28.35	\$793.80
license - 1 use				·
Mfg. Part#: P4U-00001-12MO				
UNSPSC: 43231507				
Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)				
Contract. FW15D Sourcewell #001419 (001419#CDW)				
Microsoft Visio Professional - license & software assurance - 1	1	2943841	\$52.92	\$52.92
PC				
Mfg. Part#: D87-01057				
UNSPSC: 43231507 Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				
,				
Microsoft Windows Server - license & software assurance - 1 device CAL	2369	2382900	\$2.82	\$6,680.58
Mfg. Part#: R18-00095				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
Contract: FWISD Sourcewell #081419 (081419#CDW)				

PURCHASER DILLING INFO	PURCHASER BILLING INFO	SUBTOTAL	\$720,843,42
------------------------	------------------------	----------	--------------

Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST SHIPPING \$0.00 ACCTS PAYABLE **SALES TAX** \$0.00 100 N UNIVERSITY DR **GRAND TOTAL** \$720,843.42 FORT WORTH, TX 76107-1360 **Phone:** (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed **DELIVER TO** Please remit payments to: Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST MARLON SHEARS CDW Government 75 Remittance Drive Suite 1515 100 N UNIVERSITY DR Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



FORT WORTH, TX 76107-1360 **Phone:** (817) 814-2120

Shipping Method: ELECTRONIC DISTRIBUTION

K12 North Texas Account Team
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239







CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

~

Products & Services

COVID-19 Update

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

Hardware

Cloud

Software

Technology solutions

Peripherals

Technology accessories

Professional services

Additional information can be found on the vendor-provided, nongovernment website at: cdwg.com/sourcewell

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.











Sourcewell for Vendors →

Terms & Conditions

Sitemap

Privacy Policy

Accessibility

© 2020 Sourcewell. All rights reserved.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE RENEWAL OF INFORMATION TECHNOLOGY ADVISORY SERVICES FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND:

On May 25, 2021, the Board approved the purchase of a license for Information Technology (IT) advisory services for the Chief Information Officer that provides resources to inform strategic decisions and initiatives. The membership resources include: an assigned service team, access to IT research, diagnostic tools, templates, case studies and performance metrics on trends in IT spending, staffing, unit costs and performance measures. This Executive Program Membership is a one-year renewal subscription to the described services and resources. The renewal period is from June 1, 2022, through May 31, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Renewal of Information Technology Advisory Services for the 2022-2023 School Year
- 2. Decline to Approve Renewal of Information Technology Advisory Services for the 2022-2023 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-53-6291-800-999-99-423-000000

COST:

\$92,352.42

VENDOR:

Gartner, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-4099. 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:

Technology Department

RATIONALE:

Approval of the renewal of this information technology advisory service will continue to provide the District with resources for strategic decision making for technology initiatives.

INFORMATION SOURCE:

Marlon Shears

APPENDIX D to DIR Contract No. DIR-TSO-4099

Gartner, Inc. Services Agreement for <u>FORT WORTH INDEPENDENT SCHOOL DISTRICT</u> ("<u>Customer</u>")

This Service Agreement ("<u>SA</u>") and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner**, **Inc**. of 56 Top Gallant Road, Stamford, CT 06904 ("<u>Gartner</u>") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

1. DEFINITIONS AND ORDER SCHEDULE

- a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.
- **b.** Service Descriptions, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Summary of Services for FORT WORTH INDEPENDENT SCHOOL DISTRICT

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Executive Programs	Member	1	Marlon Shears	01-JUN-2022	31-MAY-2023		
				Term Total	(Excluding applicable taxes)		\$100,283.00
				Estimated Credit	(Excluding applicable taxes)		(\$7,930.58)
				TOTAL	(Excluding applicable taxes)		\$92,352.42
				Total Services:	(Excluding applicable taxes)		\$92,352.42

1-28XK9KTQ 2301 WRD OS FA000112

REPLACEMENT OF SERVICES. Upon execution by both parties, this SA shall cancel the previous Service Agreement or Letter of Agreement dated 01-JUL-2021, between Client and Gartner or any wholly-owned affiliate of Gartner, Inc. (the "Contract"). Client will receive a credit, which represents the portion of the fee paid by Client applicable to the remaining, unfulfilled Term of the Contract. This credit will be applied to the invoice for this Service Agreement between Client and Gartner, and is subject to confirmation of the payment previously made to Gartner or any wholly-owned affiliate of Gartner, Inc.

Service Name/ Level of Access	Service Description URL
Executive Programs Member	http://sd.gartner.com/sd_ep_member.pdf

3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multiyear contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any preprinted or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. CUSTOMER BILLING INFORMATION

Purchase Order Number	Billing Address	
Invoice Recipient Name	Invoice Recipient Email	Invoice Recipient Tel. No.
5. AUTHORIZATION State of Texas Customer:	Gartner, Inc.	
Signature/Date	Signature/Date	
Print Name and Title	Print Name and Title	

General Terms and Guidelines for Vendor's Services

- 1. This SA for subscription-based research and related services (the "Services") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
- 2. Services are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
- 3. Modification of Services by Vendor. In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
- **4.** Licensed User is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
- 5. Ownership and Use of the Services. Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the Usage Guidelines for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.
 - Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote-requests@gartner.com. Any approved external use of the Services must comply with Vendor's Copyright and Quote Policy which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.
- 6. Access to the Services. ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
- 7. Monitoring of Usage. Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
- 8. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
- Applicable Law. This SA shall be governed by and construed in accordance with the procedural and substantive laws
 of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County,
 Texas.

Customer Confidential Information. To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

Home Explore DIR Contracts

Contract Number

DIR-TSO-4099

Contract Term Date: 04/06/23 □
Contract Expiration Date: 04/06/23

Vendor Information

Gartner, Inc.

Vendor ID: 10430997501

HUB Type: **Non HUB** □

RFO: DIR-TSO-TMP-414

Contract Status: Active

VENDOR CONTACT:

AJ Johnson

Phone: (512) 426-4100

Fax: (866) 406-5811

DIR CONTACT:

Phone: (512) 475-4971

Contract Overview

Gartner IT Research and Advisory Subscription Services through this contract, including: subscription, advisory services, and licensing. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. DIR has exercised an amendment to utilize a one year renewal option. This amendment extends the contract through 4/6/2023.

Contract Details & Ordering Information

Products & Services

Commodity Codes

Brands

Contract Documents

How to Order

Resellers

Products & Services

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

Research 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.



CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE FUNDS TRANSFER AGREEMENT WITH CHILD CARE

ASSOCIATES FOR CHILD CARE SERVICES FOR THE 2022-2023

SCHOOL YEAR

BACKGROUND:

For a number of years, the District has transferred funds to Child Care Associates for the provision of child care services for identified teen parents who are enrolled in Fort Worth ISD. Child Care Associates (CCA) administers the Child Care Management Services (CCMS) under contract with the local Workforce Solutions Board. The CCMS manages multiple funding sources which are used to subsidize child care costs for eligible populations including teen parents. Child care providers become vendors with the CCMS and are paid a lower agreed rate by CCMS. By referring teen parents who need care to the CCMS, the District is able to maximize and expand our funding for child care services. For the 2022-2023 school year, Fort Worth ISD will sponsor approximately thirty (30) students with child care assistance. Fort Worth Independent School District seeks to renew this contract for the 2022-2023 school year.

The lack of available, accessible, quality child care services is the major reason why parenting-students dropout of educational settings. By referring teen parents to Child Care Associates, the District is providing child care services so these students can remain in school until graduation. Their children will also receive infant stimulation while their readiness for school is greatly enhanced.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Funds Transfer Agreement with Child Care Associates for Child Care Services for the 2022-2023 School Year
- 2. Decline to Approve Funds Transfer Agreement with Child Care for Child Care Services for the 2022-2023 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION

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

FUNDING SOURCE: Additional Details

General Fund 199-32-6299-001-999-24-460-000000

COST:

\$50,000

VENDOR:

Child Care Associates

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:

Adolescent Pregnancy Services, which provides District-Wide services to pregnant and parenting students who are enrolled in their home schools and in Project Reach.

RATIONALE:

Child Care Associates administers the Child Care Management Services (CCMS) which has multiple funding sources to subsidize childcare costs for various populations including teen parents. District funds are being used to pay child care costs for teen parents who are not eligible for subsidized child care assistance. The District is paying these child care costs so that these teen parents can continue leading their education to graduation.

INFORMATION SOURCE:

Cherie Washington





FUNDS TRANSFER AGREEMENT BETWEEN CHILD CARE ASSOCIATES AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

Child Care Associates is the local agency in Tarrant County contracted by Workforce Solutions for Tarrant County to disburse federal, state, and local dollars for child care services through its Child Care Management Services (CCMS) system. Tarrant County Child Care Management Services determines the eligibility of clients for state and federal funds.

The Fort Worth Independent School District located in Fort Worth, Texas seeks to expand the availability of child care to children of teen students enrolled in the Fort Worth Independent School District.

1. The Fort Worth Independent School District agrees as follows:

- 1.1 To transfer monies, not to exceed \$50,000.00 to Child Care Associates to be used for child care and related operations expenses. An additional 15% administration fee will also be added to all payments and is included in the agreement not to exceed the amount of \$50,000.
- 1.2 The Fort Worth Independent School District will make its transfer of funds in weekly payments for the amount necessary to provide these services. Such payments will occur within thirty (30) days of receipt of invoice.
- 1.3 The Adolescent Pregnancy Services staff will identify enrolled Project Reach students in need of child care services and refer them to the CCMS in advance of services being provided.
- 1.4 The Adolescent Pregnancy Services staff will assist students in providing needed eligibility documents and following required policies.

2. Child Care Associates agrees as follows:

- 2.1 To use the funds transferred by the Fort Worth Independent School District for child care services for students identified and referred by the Adolescent Pregnancy Services staff, and for related operations expenses.
- 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this agreement.
- 2.3 To establish a separate funding code for the transferred funds.
- 2.4 To place eligible students, not receiving funds, on the waiting list for child care funds in accordance with CCMS policies and procedures.
- 2.5 To determine eligibility for federal and state matching funds and to use said funds in accordance within established board policies and procedures.





2.6 To maintain records and provide a monthly summary of child care reimbursements itemized to include student name, number of child care days, rate, total disbursement, and balance of funds.

3. Child Care Associates and the Fort Worth Independent School District mutually agree as follows:

- This agreement may be terminated by either party, for any reason, upon written notification to the other party of at least thirty (30) days in advance of such termination.
- 3.2 Child Care associates' is under no obligation to continue funding child care under this agreement in the event that the transfer of the funds is not received for reimbursement.
- Fort Worth Independent School District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this agreement.
- 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
- 3.5 Both parties agree to abide not only by the notices from each other, but also to notices from Workforce Solutions for Tarrant County, and Texas Workforce Commission (TWC).
- 3.6 This agreement may be amended by mutual agreement among the parties.
- 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.
- This agreement is governed by, enforced by, and interpreted under the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

The signatures below certify that they are authorized to bind their respective organizations in the manner described above effective the 1st day of July 2022, through the 30th day of June 2023.

Fort Worth Independent School District	Child Care Associates
Kent P. Scribner, Ph.D. Superintendent of Schools Date:	By: Kaka Waddell President & CEO Date: 3/28/2022
Legal Counsel Fort Worth Independent School District	Michael Steinert Assistant Superintendent Student Support Services
2 P a g e	Cherie Washington

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE INSTRUCTIONAL AGREEMENT WITH TARRANT COUNTY COLLEGE DISTRICT DUAL CREDIT PROGRAM

BACKGROUND:

In accordance with and under the authority of the Texas Education Code (TEC) Section 61.076 and the Rules and Regulations of the Texas Higher Education Coordinating Board, high school students may enroll in university and college courses and receive simultaneous academic credit from both the university and the high school.

The first component of the agreement reflects the cooperation between Tarrant County College District (TCCD) and Fort Worth ISD (FWISD) to enable students to enroll in dual credit courses. Students enrolled in TCC dual credit courses earn both high school credit and college credit as part of this agreement. Courses will be taught using TCCD course syllabi and students must abide by the TCCD and FWISD Student Code of Conduct. The second part of this agreement outlines payments between FWISD and TCCD for dual credit courses and related costs. FWISD will provide related textbooks *or* TCC Plus resources for students. FWISD will cover the TCCD dual credit tuition and fees for students. This instructional agreement is for the 2022-2023 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Instructional Agreement with Tarrant County College District Dual Credit Program
- 2. Decline to Approve Instructional Agreement with Tarrant County College District Dual Credit Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Instructional Agreement with Tarrant County College District Dual Credit Program

FUNDING SOURCE: Additional Details

General Fund 199-11-6223-001-XXX-38-697-000000

COST:

Not-to-Exceed - \$600,000

VENDOR:

Tarrant County College District

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Division Office of Innovation	Carter-Riverside High School	Arlington Heights High School	South Hills High School	Diamond Hill- Jarvis High School
Dunbar High	Eastern Hills	North Side High	Polytechnic	Paschal High
School	High School	School	High School	School
Trimble Tech High School	Southwest High School	Western Hills High School	O.D. Wyatt High School	Benbrook Middle/High School
Young Women's	Young Men's	World	I.M. Terrell	
Leadership	Leadership	Languages	Academy for	
Academy	Academy	Institute	STEM & VPA	

RATIONALE:

The purpose of the agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that lead to a post-secondary degree and/or certificate.

INFORMATION SOURCE:

David Saenz

INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

FORT WORTH INDEPENDENT SCHOOL DISTRICT

DUAL CREDIT PROGRAM

STATE OF TEXAS

This Agreement (herein so called), made and entered into as of June 2, 2021, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted Texas independent school district (referred to herein as "SCHOOL DISTRICT"), evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of June 2, 2021 and ending on June 1, 2024. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement in writing for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

I. PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

II. DUAL CREDIT STATEWIDE GOALS

Texas Education Code, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Coordinating Board (THECB) and the Teas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to, and acceleration through, postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students

participating in the dual credit program academic and college readiness advising with access to the COLLEGE DISTRICT'S student support services to support students into college course completion.

Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT'S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

III. ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) Texas Education Code, TEC 130.008, states dual credit courses must apply to the core curriculum, career and technical education courses toward a TCCD career and technology Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

IV. LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of <u>Practice</u> <u>for Courses Offered Electronically</u> and the COLLEGE DISTRICT's standards for distance learning courses.

V. PROGRAM DETAILS

- (1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.
- (2) Program guidelines align with the <u>Texas Administrative Code Chapter 4</u>; <u>Subchapter D</u>. If the THECB adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
 - a) Consent to Emergency Treatment for Minor Student Form;
 - b) Family Educational Rights and Privacy Act Waiver (optional),
 - c) Meningitis Vaccination Record (if taking courses on a TCC campus)
 - d) Residency Questionnaire;
 - e) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-55 (Immigration Status); and
 - f) Online Readiness (for online courses).
- (4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5) Students must complete registration process by completing the following steps:

- a) Admission application;
- b) Pre-Assessment Activity (or exemption);
- c) Texas Success Initiative Assessment (TSI-A) (or exemption);
- d) Register for courses; and
- e) Pay for dual credit courses (refer to Tuition and Fees section).
- (6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum of 15 students per class. Exceptions to this requirement can be approved by the Vice President for Academic Affairs.
- (8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S <u>Student Code of Conduct</u>. The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.
- (10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (11) To continue in the program, students need to maintain academic standards of COLLEGE DISTRICT.
- (12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.
- (13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified in writing of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

VI. COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the THECB. Dual credit courses will be taught, and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting <u>SACSCOC requirements</u>) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the SACSCOC accreditation requirements.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

VII. JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and

SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

VIII. ACADEMIC ADVISING

The COLLEGE DISTRICT shall offer academic advising services on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, and TCC Connect. The scope of services will include professional advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Academic advisors will partner with COLLEGE DISTRICT Coordinators of Dual Credit to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (https://www.tccd.edu/services/campus-resources/) and academic help https://www.tccd.edu/academics/academic-help/ to all dual credit students.

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

TCCD has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Public Service
- Arts and Humanities
- Multi-Disciplinary Studies

The College District and School District will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014
- Other HB5 FAQs

IX. STUDENT LEARNING MATERIALS AND COURSE SUPPLIES

Student Learning Material can include digital-based course materials, common learning materials (textbooks), and open education resources.

Throughout the duration of this Agreement (check appropriate box [es]):

Learni	ng Materials
\boxtimes	The SCHOOL DISTRICT will provide student learning materials for students
	Students are responsible for purchasing student learning materials
Course	e Supplies
\boxtimes	Course supplies will be purchased/provided by the SCHOOL DISTRICT
	Students are responsible for purchasing course supplies
TCC F	lus (Please refer to Attachment C for detailed information on TCC Plus)
X	The SCHOOL DISTRICT will pay all students' TCC Plus course charge(s)
	Students are responsible for TCC Plus course charge(s)
(Pleas	X. TUITION AND FEES e refer to Attachment C for detailed information on payment and deadlines for tuition and fees)
Throug	ghout the duration of this Agreement (check appropriate box [es]):
\boxtimes	SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will pay all students' tuition costs
	Self-Pay Student (not paid by the SCHOOL DISTRICT): Students are responsible for tuition costs
	Student Self-Pay and SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will have both self-pay and SCHOOL DISTRICT pay students. By the payment deadline for each term, the SCHOOL DISTRICT will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes
	Third Party Pay (other than a SCHOOL DISTRICT): The following organization will be paying the cost of students' tuition. By the payment deadline for each term, the Organization will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes

XI. DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Supervise and evaluate instructors of dual credit courses.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.
- I. Inform students of Title IX training, #NotAnymore.

XII. DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1) Student Texas Success Initiative ("TSI") exemption records;
 - (2) Advising of students with completion of all required COLLEGE DISTRICT admissions documents:
 - (3) Assist the COLLEGE DISTRICT with student orientation;

- (4) Submit all student documentation by published due dates
- (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel; and
- (6) Provide a list of tuition sponsored students if applicable.
- I. Ensure students have registered by the COLLEGE DISTRICT'S TCC Academic Calendar.
- J. For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes with adequate classroom facilities, technology, and ensure no disruption of college classes.
- K. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.

XIII. AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

XIV. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

XV. RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

XVI. LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT or SCHOOL DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT or SCHOOL DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty (30) days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by

one of the Parties, or the occurrence of a conflict of interest between the Parties.

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

COLLEGE DISTRICT Elva LeBlanc, Ph.D. Executive Vice Chancellor-Provost Tarrant County College 1500 Houston Street Fort Worth, Texas 76102

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

Executed as of June 2, 2021, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

By Cugene Giovannini Ed.D.

Chancellor, Tarrant County College

FORT WORTH/INDEPENDENT SCHOOL

DISTRICT

Kent P. Scribner, Ph.D.

Superintendent of Schools

Fort Worth Independent School District

LC

ATTACHMENT A COURSE CROSSWALK: PROGRAMS APPROVED/COURSE CURRICULUM GUIDE/ENDORSEMENT GUIDE/COURSE CROSSWALK

Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

General Requirements for an Associate Degree:

- 1. Earn up to 60 college-level credit hours.
- 2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
- 3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
- 4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
- 5. All requirements of the degree must be satisfactorily completed.
- 6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
- 7. All financial obligations to the College must be met.
- 8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

General Requirements for a Certificate of Completion:

- 1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
- 2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
- 3. All requirements of the certificate must be satisfactorily completed.
- 4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
- 5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

Core Curriculum and Semester Credit Hour (SCH) Requirements:

Communication – 6 SCH

Mathematics – 3 SCH

Life and Physical Sciences – 8 SCH

Language, Culture and Philosophy – 3 SCH

Creative Arts – 3 SCH

American History – 6 SCH

Government and Political Science – 6 SCH

Social and Behavioral Science – 3 SCH

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements

for bachelor's degrees in majors that correspond to the Field of Study.

Fields of Study

Business Administration & Management

Communication:

Advertising & Public Relations

Journalism & Mass Communication

Radio & Television Broadcasting/Broadcast Journalism

Speech Communication

Computer Science

Engineering:

Civil Engineering

Electrical Engineering

Mechanical Engineering

Music

Nursing

Social Work

You should consult with an academic advisor about transferring to a specific college or university.

Dual Credit Core Curriculum Course Guide

English (6 Hours) Choose two courses		
ENGL 1301*	ENGL 1302*	3 Hrs
		3 Hrs
Speech (3 Hours) Choose one course		
SPCH1315 Or		3 Hrs
SPCH 1321		
Math (3 Hours) Choose one course		
MATH 1314* (Algebraic Pathway) Or		
MATH 1342* (Non Algebraic Pathway)		3 Hrs
Or Math 1332+ (Non Algebraic Pathway)		
Science (8 Hours) Choose two courses		
BIOL 1408 (Non Science Majors) Or	BIOL 1409 (Non Science Majors) Or	
BIOL1406 (Science Majors)	BIOL 1407 (Science Majors)	4 Hrs
DioLitto (Science Wajors)	21021107 (20101001120)	4 Hrs
Creative Arts (3 Hours) Choose one course		71113
ARTS 1301 Or		
MUSI 1306 Or		3 Hrs
DRAM 1301		
Lang Culture & Phil (3 Hours) Choose one	course	
ENGL 2322* Or		
ENGL 2327* Or		3 Hrs
ENGL 2323* Or		
ENGL 2328*		
American History (6 Hours) Choose two col HIST 1301*	HIST 1302*	3 Hrs
HIST 1301**	H1S1 1302*	3 Hrs
Government (6 Hours) Choose two courses		51118
GOVT 2305*	GOVT 2306*	3 Hrs
(Both Government courses required	(Both Government courses required	3 Hrs
depending on transfer requirements.	depending on transfer requirements.	51118
Check with College Advisor or High School	Check with College Advisor or High	
Representative)	School Representative)	
Behavior (3 Hours) Choose one course		
PSYC 2301*		
SOCI 1301*		3 Hrs
ECON 2301		

Other college courses may or may not count for High school Credit.

How to read course numbers: Example, ENGL 1301

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:
 - 1=Freshman or introductory level.
 - 2=Sophomore or intermediate or advanced.
- The second digit indicates the **semester credit hour value** of the course.
- The third and fourth digits establish type of institution and course sequence.

^{*} TSI passing score required

Texas HS Endorsements

TCC Pathways

Students can choose from 5 endorsement areas



Science, Technology, Engineering and Mathematics (STEM)

- Career and Technical Education (CTE) courses related to STEM
- Mathematics Science
- Combination of no more than two of the categories listed above



Business and Industry (one of the following or a combination of areas)

- Agriculture Food and Natural Resources Architecture and Construction
 - Hospitality and Tourism
- Audio/Video Finance Marketing

Arts

- Information Technology
 - Manufacturing Technology Applications
- Technology and Communications
 - Business Management and Administration
 - Transportation or Distribution and Logistics
- English electives in public speaking, debate, advanced broadcast journalism, advanced journalism including newspaper and yearbook

Computer Science



Public Service (one of the following)

- Human Services Health Science
 - Public Safety
- · Law Corrections and Security

- · Education and Training
- Government and Public Administration
- Junior Reserve Officer Training Corps (JROTC)

Social Studies

American Sign Language (ASL)



Arts and Humanities (one of the following)

- 2 levels each in two languages other than English (LOTE)
- 4 levels in the same LOTE
- Courses from one or two areas (music, theater, art, dance) in fine arts
- English electives not included in Business and Industry



Multi-Disciplinary Studies (one of the following)

- 4 advanced courses from other endorsement areas
- 4 credits in each foundation subject area, including English IV and chemistry and/or physics
- 4 credits in Advanced Placement, International Baccalaureate, or dual credit selected
- from English, mathematics, science, social studies, economics, LOTE or fine arts



STEM

Business & Industry

Human & Public Service

Arts & Humanities

Health Science

*Visit your school counselor to learn more about your options. Students may earn more than one endorsement.

DUAL CREDIT COURSE CROSSWALK ACADEMIC

(In Collaboration With High School Representative)

	9 th Grade 10 th Grade					Grade		12th Grade	
	English I or II		English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective	
lo		English I or II					Elective		
High School	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or	
Sc	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics	
ligh	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics	
田田	Geography	Geography		History					
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
					⊠ *ENGL 1301	⊠ *ENGL 1302			
					03220300 or	03220300 or			
					03220400	0320400 or			
						⊠ *ENGL 2311			
						03221100			
			⊠SPCH1315	⊠ARTS 1301	⊠ *HIST 1301	⊠ *HIST 1302	⊠ *ENGL 2322	⊠ *MATH 1342	
			03241200 or	03500110	03340100	03340100	03220400 or 03221800	031025##	
			⊠ SPCH 1321	or			or	or	
			13009900	⊠ MUSI 1306			⊠ *ENGL 2323	⊠ *MATH 1314	
				03155600			03220400 or 03221800	03101100	
			⊠ SPAN 1411	or ⊠ DRAM1310			or ⊠ *ENGL 2327	or □ *MATH 1332	
			03440100	03250100			03220400 or 03221800	or INIATH 1332	
			or ⊠ FREN 1411	03230100			or	⊠ *MATH 2412	
			03410100	⊠ SPAN 1412			⊠ *ENGL 2328	031011100	
			or	03440200			03220400 or 03221800	or	
စ			⊠ GERM 1411	or			or		
leg			03420100	☑ FREN 1412			★ *ENGL 2332	A3100101	
College				03410200			03221800	⊠ *MATH 2414 (Field of Study)	
				or			or ⊠ *ENGL 2333	A3100102	
				⊠ GERM 1412 03420200			03221800	★MATH 2415 (Field of Study)	
				03420200			03221800 or	031025##	
							⊠ *PHIL 1301	⊠ *MATH 2320 (Field of Study) 031025##	
							033800##	031025##	
							or		
							☑ SPAN 2311		
							03440300		
							or		
							03440300		
					257		⊠ *GOVT 2306		
					231		⊠ *GOVT 2305	⊠ *PSYC 2301	
	l			1			□ JO 11 2303	□ 151C 2501	

					03330100	03350100 or ⋈ *SOCI 1301 03370100 or ⋈ ECON 2301 03310300
*TSI Passing Score Ro (PEIMS CODE)	equired	Two Lab Science Option 130372##, ⊠ BIOL 1407 130375 ⊠ BIOL 2402 1302060	109 130372##, or № 2##, or ⊠ BIOL 240	⊠ BIOL 1406 130372#	 □ CHEM 1411 03040000 130372## □ CHEM 1412 03040000 130372## □ CHEM 2423 N1120027 	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

DUAL CREDIT COURSE CROSSWALK (Level 1 Certification for GIS) (Fort Worth ISD)

	9 th Grade		10th Grade		11 th Grade		12th Grade	
	English I	English I	English II	English II	*English III	*English III	*English IV	*English IV
h ool	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or *Calculus or	* Pre-Calculus or *Calculus
High School	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Statistics	or *Statistics
S	Geography	Geography	Government	Economics	US History	US History		
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					Geographic Information Systems (GIS) A: N1302805	Geographic Information Systems (GIS) B: N1302805 OR Geographic Information Systems (GIS) B: N1302805	Raster-Based Geographic Information Systems A: N1302806 AND N/A	Raster-Based Geographic Information Systems B: N1302806
College					GIS 1402 N1302805	GIS 2401 N1302805 OR GIS 2411 N1302805	GIS 2402 N1302806 AND GIS 2404 No TEA alignment	GIS 2420 N1302806

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

GINS.T004.UG Level 1 Certificate

Offered at Trinity River Campus

Program Requirements

First Year:

Fall Term

GISC 1402 - Understanding Geographic Information Systems

Spring Term

GISC 2401 - Data Acquisition and Analysis in Geographic Information Systems (GIS) OR

GISC 2411 – Geographic Information Systems (GIS) Applications

Second Year:

Fall Term

GISC 2402 - Geographic Information Systems (GIS) Design with Raster Analysis 259

GISC 2404 - Geographic Information Systems (GIS) Design with Vector Analysis

Spring Term

GISC 2420 - Intermediate Geographic Information Systems (GIS) (Capstone)

Total Certificate Hours: 20

DUAL CREDIT COURSE CROSSWALK (Automotive Service Technology, AAS) (In Collaboration With High School Representative)

9 th Grade		10 th Gr	10 th Grade		11 th Grade		12 th Grade	
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
School	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre- Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
High	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					⊠ (AUMT 1405) (13039600)	⊠ (AUMT 1407) (13039600)	⊠ (AUMT 1410) (13039700)	⊠ (AUMT 2417) (13039700)
Coll								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Automotive Service Technology, AAS

AUTS.D001.UG • South Campus Associate of Applied Science Degree Program Requirements

First Year Fall Term

AUMT 1405 - Introduction to Automotive Technology

AUMT 1407 - Automotive Electrical Systems

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

Spring Term

AUMT 2417 - Automotive Engine Performance Analysis I AUMT 2434 - Auto Engine Performance Analysis II

Choose one from the following:

MATH 1332 - Contemporary Mathematics (Quantitative Reasoning) + or

```
MATH 1314 - College Algebra + or
MATH 1324 - Mathematics for Business and Social Sciences +

Summer Term

AUMT 2321 - Automotive Electrical Diagnosis and Repair
AUMT 1410 - Automotive Brake Systems
```

Second Year

Fall Term

AUMT 2413 - Automotive Drive Train and Axles AUMT 2425 - Auto Automatic Transmission/Transaxle

Choose one from the following:

GOVT 2305 - Federal Government (Federal Constitution & Topics) + or

GOVT 2306 - Texas Government (Texas Constitution & Topics) +

ENGL 1301 - Composition I +

Spring Term

AUMT 1419 - Automotive Engine Repair

Choose one from the following:

SPCH 1321 - Business and Professional Communication + or

SPCH 1311 - Introduction to Speech Communication + or

SPCH 1315 - Public Speaking +

AUMT 1416 - Automotive Suspension and Steering Systems

Summer Term

AUMT 1345 - Automotive Climate Control Systems

Choose one from the following:

AUMT 2307 - Hybrid Systems Diagnostics or (Capstone)

AUMT 2388 - Internship - Automobile/Automotive Mechanics Technology/Technician (Capstone)

Total Degree Hours: 60

Students enrolled in the Automotive Service Technology Programs are required to furnish their own hand tools for use in laboratory classes.

* Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding of the Core Curriculum.

DUAL CREDIT COURSE CROSSWALK (Residential/Commercial Site Layout and Framer Assistant)
(In Collaboration With High School Representative)

	9 th Gra	de	10 th Gr	ade	11 th G	Frade	,	12 th Grade
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
School	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre- Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
High	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College							⊠ (CNBT 1110) (13004900) ⊠ (CNBT 1300) (13004900)	☑ (CNBT 1316) (13004900) ☑ (CNBT 1305) (13004900)

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Residential/Commercial Site Layout and Framer Assistant

CONS.T009.UG • South Campus Occupational Skills Award Program Requirements

Fall Term

CNBT 1110 - Basic Construction Safety

CNBT 1300 - Residential and Light Commercial Blueprint Reading

CNBT 1316 - Construction Technology I

CNBT 1350 - Construction Technology II

Total Certificate Hours: 10

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

9th Grade		10 th Grade		11 th Grade		12 th Grade		
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
loo	41 1 T	II	C + 11 1	G .	41 1 II #D	A1 1 TT	Elective	*D C 1 1 *C 1 1
School	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre- Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
High !	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
H	Geography	Geography	J	History	j			
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					⊠ (CHEF 1305)		⊠ (RSTO 1304)	
					(13022650)		(13022600)	
o								
College								
ပိ								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Foodservice Operations

Level 1 Certificate of Completion HOSP.T010.UG • Southeast Campus

Program Requirements

First Year Fall Term

HAMG 1321 - Introduction to the Hospitality Industry

CHEF 1305 - Sanitation and Safety

RSTO 1304 - Dining Room Service

RSTO 1325 - Purchasing for Hospitality Operations

CHEF 1301 - Basic Food Preparation

HAMG 2301 - Principles of Food and Beverage Operations (Capstone)

Total Certificate Hours: 18

DUAL CREDIT COURSE CROSSWALK (Basic American Sign Language Acquisition) (In Collaboration With High School Representative)

	oth G				a ingh seno			10th C
	9 th Gra		10 th Gr		11 th G			12 th Grade
	English I or II	English I or	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English	*English IV or *English Elective
ol		II					Elective	
School	Algebra I or	Algebra I or	Geometry or Algebra	Geometry or	Algebra II or *Pre-	Algebra II or	*Pre-Calculus or	* Pre-Calculus or *Calculus or
S	Geometry	Geometry	II	Algebra II	Calculus	*Pre-Calculus	*Calculus or *Statistics	*Statistics
High	*AP Human	*AP Human	*AP World History	*AP World	*AP US History	*AP US History	*Government	Economics
H	Geography	Geography		History				
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					⊠ (SGNL 1401)	⊠ (SGNL 1402)	⊠ (SLNG 1215)	⊠ (SGNL 2301)
					(PEIMS CODE)	(PEIMS CODE)	(84600xxx)	(03980300)
					M (ENICL 1201)			
					⊠ (ENGL 1301) (03220400)			
0					(03220400)			
ege								
College								

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

266

Basic American Sign Language Acquisition

Level 1 Certificate SIGN.T002.UG • Trinity River

Program Requirements

First Year First Summer Term

SGNL 1401 - Beginning American Sign Language I +

Second Summer Term

SGNL 1402 - Beginning American Sign Language II +

Fall Term

SGNL 2301 - Intermediate American Sign Language I \pm

SLNG 1215 - Visual and Gestural Communication

ENGL 1301 - Composition I +

Total Certificate Hours: 16

Student must have credit for SGNL 1401 and SGNL 1402 before taking SGNL 2301.

ATTACHMENT B GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

January 2019

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations Chapter 4; Subchapter D of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in <u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.57</u> (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in (<u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.56</u> TAC).
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (<u>Chapter 4</u>; <u>Subchapter C</u>; <u>Rule 4.54</u> TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and/or writing** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

- (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
- (3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - (b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - (c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or
 - (d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- (4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.
- (6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.
- (7) Students who are enrolled in private or non-accredited secondary schools or who are home schooled must satisfy paragraphs (1) (5) of this subsection.
- (8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

- (9) Students must follow the TCC catalog "Academic Standing" policy (see TCC college catalog).
- (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

- (1) Dual credit courses may be taught on the college campus or on the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self- Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities, technology, and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

D. Composition of Class

- (1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:
 - (a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
 - (b) If the high school credit-only students are College Board Advanced Placement (AP) students.
 - (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

- (1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college.
- (2) TCC shall supervise and evaluate instructors of dual credit courses.

F. Course Curriculum, Instruction, and Grading

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

- (1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- (2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.
- (3) Dual credit students must abide by all TCC policies and procedures as outlined in the current **Academic Catalog/Student Handbook**.
- (4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for an accommodation/equal access are reviewed on a case-by-case basis, and are determined based on the functional limitations caused by the disability and the supporting documentation provided.
 - (a) Otherwise qualified high school students enrolled in the dual credit program are eligible

for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC Campus Coordinator of SAR will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with the Campus Coordinator of SAR.

H. Transcripting of Credit

(1) For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

I. Funding

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (3) This provision does not apply to students enrolled in approved early college high school programs.
- (4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

January 2019

Attachment C: TUTION AND FEES/TCC PLUS

Tuition and Fees/TCC Plus

The payment of all tuition and fees becomes the obligation of the responsible party upon registration of courses at the COLLEGE DISTRICT. The student has not officially completed the registration process until payment has been made in full, an agreement to pay has been submitted by the SCHOOL DISTRICT or Third Party Payer, a payment plan has been completed, or the student has sufficient financial aid funds available by the payment deadline. The responsible party will be required to acknowledge the COLLEGE DISTRICT'S Financial Responsibility Agreement every 120 days. A SCHOOL DISTRICT'S student financial responsibility is the same as any other student enrolled at the COLLEGE DISTRICT. Tuition costs include tuition and fees based on the rate per credit hour, TCC Plus (digital course materials), third attempt, or any other charge applied at the time of registration.

- Self-Pay Student: The SCHOOL DISTRICT and the self-pay student understands that failure of a self-pay student to pay his/her tuition by the payment deadline may result in the student being dropped from his/her course(s) based on the Texas Higher Education Coordinating Board's regulation for tuition payments. Payment reminders will be sent to the student through his/her COLLEGE DISTRICT email address and to the SCHOOL DISTRICT. Please see the COLLEGE DISTRICT website for payment deadlines.
- SCHOOL DISTRICT Pay/Third Party Payer: The SCHOOL DISTRICT Pay/Third Party Payer understands that failure to provide the COLLEGE DISTRICT the list of SCHOOL DISTRICT Pay/Third Party Payer students and courses by the payment deadline may result in students being dropped from their course(s) based on the Texas Higher Education Coordinating Board's regulations for tuition payments. The COLLEGE DISTRICT will invoice the SCHOOL DISTRCT/Third Party Payer based on the student's residency status and number of semester hours enrolled at the census date (official day of record). Payment is due within 30 days of receipt of the invoice.
 - Maximum number of semester hours in Fall or Spring term paid by SCHOOL DISTRICT
 - o Maximum number of semester hours in Summer term paid by SCHOOL DISTRICT
 - Exceptions: Any changes to the above agreement for any given student/term, must be submitted in writing prior to the census date (official day of record).
 - O Any additional semester hours are the responsibility of the student

A self-pay student, SCHOOL DISTRICT, or Third Party Payer may still be responsible for payment of any non-refundable tuition for a dropped course according to the COLLEGE DISTRICT'S refund schedule. The SCHOOL DISTRICT or Third Party Payer also understands that this is an agreement to pay the COLLEGE DISTRICT. Therefore, the SCHOOL DISTRICT or Third Party Payer agrees to pay for a student's tuition costs even if the student does not successfully complete the course(s), use available TCC Plus digital learning materials (when applicable), or follow through with his/her agreement with the SCHOOL DISTRICT or Third Party Payer.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The self-pay student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total tuition costs AND access to the digital learning materials. The student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a

course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the Self-Pay student, SCHOOL DISTRICT, or Third Party Payer, even if the student receives an exemption or waiver for tuition.

The Self-Pay student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (tuition costs, parking or library fines, etc.) may result in a registration restriction being placed on the student's account.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE CONTRACT FOR THE TEXAS EDUCATION AGENCY (TEA) GRANT MANAGER POSITION

BACKGROUND:

The Pathways in Technology Early College High Schools (P-TECH) and Texas Science, Technology, Engineering and Mathematics (T-STEM) and the Industry Cluster Innovative Academies (ICIA) Planning and Implementation Grant is a competitive grant designed to provide students with a smooth transitional experience to postsecondary and the workforce. These models allow students the opportunity to earn a high school diploma while simultaneously earning industry certifications, level 1 or level 2 certificates, and/or an associate degree on or before the sixth anniversary of a student's first day of high school and at no cost to the student. P-TECH and T-STEM campuses establish strong partnership agreements with local business and industry as well as Institutions of Higher Education (IHE). The partners serve on the leadership and advisory team to provide support and guidance to the P-TECH and T-STEM in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline. In partnership with an IHE as well as community and employers, a P-TECH or T-STEM campus provides rigorous academic and work-based learning programs that provide students with clear pathways to regional employment opportunities in response to local workforce needs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Contract for the Texas Education Agency (TEA) Grant Manager Position
- 2. Decline to Approve Contract for the Texas Education Agency (TEA) Grant Manager Position
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCES: Additional Details

Special Revenue	429-13-6299-001-999-22-721-000000-22\$12\$35,000)
Special Revenue	289-13-6299-001-999-22-721-000000-22F25\$35,000)

COST:

\$70,000

VENDOR:

Winn Innovations

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal

Statistics Bid Number:

22-027

Number of Bid/Proposals received: 3

HUB Firms: 1 Compliant Bids: 3

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section

44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase. 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:

Choice & Collegiate Programming	Success High School
Young Men's Leadership Academy	

RATIONALE:

The purpose of the 2021–2023 T-STEM and P-TECH Academy Planning and Implementation Grant is to solicit grant applications from eligible applicants who, upon receipt of the grant, will engage in 29 months (February 15, 2021, to June 15, 2023) of T-STEM Academy planning and implementation with support from the TEA selected technical assistance provider, to establish the foundational components of the T-STEM Academy.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: 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

BACKGROUND:

This Memorandum of Understanding (MOU) between Fort Worth ISD and Stemuli 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 Texas Education Code. The P-TECH will be housed at Success High School and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the existing programming at Success High School, the P-TECH program will begin serving students in the 2022-2023 school year to increase opportunities for high-wage, high-demand career preparation. Per the application and P-TECH blueprints, Stemuli and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Pathways in Technology Early College High School (P-TECH) Academy at Success High and Stemuli
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Pathways in Technology Early College High School (P-TECH) Academy at Success High and Stemuli
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COS	T:
	ЭΙ.

No Cost

VENDOR:

Stemuli

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming Success High School

RATIONALE:

Approval of this Memorandum of Understanding will allow Success High School to enter into a mutually beneficial P-TECH partnership with Stemuli to provide 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



P-TECH MODEL MEMORANDUM OF UNDERSTANDING BETWEEN STEMULI AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and among STEMULI, LLC (hereinafter referred to as "STEMULI") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "FWISD") and sets forth the roles of the Parties in regard to the implementation of the Pathways to Technology Early College High School ("P-TECH") model at FWISD. FWISD and STEMULI may be collectively referred to as the "Parties" or individually as a "Party". This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement STEMULI has in support of the P-TECH Program (the "Program").

OVERALL SCHOOL MODEL

The Parties agree to collaborate in supporting Success High School (PTECH) ("School"). The School's mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree, thus preparing students to succeed in college and/or a career. The Program also includes appropriate workbased educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The School is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into postsecondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately 50 students in its initial class and will grow by approximately 50 students each year, until the school reaches full capacity of 200 students.

The School's curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the Business field. All college courses offered to students while enrolled in the School will be provided to students free of charge. All TCCD college fees for courses offered to students under this MOU will be defrayed by TCCD scholarships for students.

The Parties will work together to develop, evaluate, and revise the School's Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

ROLES AND RESPONSIBILITIES

A. STEMULI Responsibilities

- 1. STEMULI will support the implementation of the Overall School Model as outlined herein.
- 2. STEMULI will, to the extent practicable and consistent with its policies, provide mentoring to participating students. The number of students mentored, and the professions of the mentors will be decided collaboratively between the STEMULI and the other Program industry participants as the Program progresses. Prior to performing services under this MOU, all mentors must register and clear the required criminal background check as outlined by Voly (FWISD's volunteer databasesystem).
- 3. STEMULI will work with FWISD the other Program industry participants to outline the key skills students will need to succeed in those positions.
- 4. STEMULI will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. STEMULI will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. STEMULI will assist the School's staff in identifying additional organizations in the Construction field that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
- 5. STEMULI will work with the School's staff and the other Program industry participants to this MOU to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. STEMULI will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic Program.
- 6. STEMULI will, in its discretion and to the extent practicable and consistent with its policies, allow the School's staff and students access to STEMULI facilities to support Program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and/or other "real life" work experiences for students. Any staff or student access to STEMULI facilities, as well as any internships offered, will be subject to: (i) all requirements of OSHA and all other applicable laws, rules, and regulations (which may include age and activity restrictions); (ii) the requirements and approval of STEMULI 's insurance carrier(s); and (iii) the applicable staff, students (18 years and over), and parents of minor students, providing consent forms, waivers,

non-disclosure agreements, and any other documentation reasonably requested by STEMULI. FWISD will notify STEMULI in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to STEMULI facilities.

- 7. STEMULI will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed upon certifications, credentials, degrees, or work-based learning requirements.
- 8. For the avoidance of doubt, nothing in this MOU obligates STEMULI to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than STEMULI 's internal wage costs for the time its officers and staff invest in the activities outlined above). STEMULI is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, STEMULI disclaims any and all express or implied warranties, and all obligations of STEMULI are provided on an "as is, where is" basis.

B. FWISD/Success High School Responsibilities:

- 1. FWISD/Success High School will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD/Success High School will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. FWISD/Success High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
- 2. FWISD/Success High School will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and
 - g. tenacity.
- 3. FWISD/Success High School will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the Construction field.
- 4. FWISD/Success High School will provide a facility to house the School at 4100 Altamesa Blvd Fort Worth, 76133. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.

- 5. FWISD/Success High School will allow STEMULI staff appropriate access to the School to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
- 6. FWISD/Success High School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. FWISD/Success High School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
- 7. FWISD will provide regular operating funds to the School in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
- 8. FWISD will support the School's principal in identifying qualified staff to teach in the School.
- 9. FWISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. FWISD/Success High School will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career readiness.
- 10. FWISD will provide the criminal background checks for all mentors under this MOU.
- 11. Both parties acknowledge and agree that neither STEMULI nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconduct of FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to STEMULI of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a) (11).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. By FWISD; or
 - 2. for FWISD and FWISD
 - a. owns the information; or

285 Page 4

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

TERM & TERMINATION

A. Term:

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

- 1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU;
- 2. Neither party is in default of this MOU; and
- 3. This MOU has not been terminated.

B. Termination:

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

GOVERNING LAW AND VENUE

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

MODIFICATION

Any modification or amendment of this MOU must be in writing, approved and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this MOU will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, STEMULI shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at STEMULI or who are otherwise present at their facilities are expected to comply with all applicable laws, rules, and regulations as well as all STEMULI policies

286 Page 5 |

and procedures, including all safety policies and rules and all insurance carrier requirements.

- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this MOU agree that neither STEMULI or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
- J. It is understood and agreed that by execution of this Agreement, the District does not waive or surrender any of its governmental powers or immunity.
- K. The Parties acknowledge that the District is prohibited from indemnifying another entity under the terms of Article III Section 52 of the Texas Constitution. The District can neither agree to hold harmless nor agree to indemnify STEMULI.

(1) STEMULI:

Taylor Shead, CEO
taylor@stemuli.net
214-668-6736
1415 Main Street Dallas, Texas 75202

(2) Fort Worth Independent School District:
Dr. Kent P. Scribner
Superintendent
Fort Worth ISD
100 N. University Drive
Fort Worth, TX 76107

With a copy to: Office of Legal Services Fort Worth ISD 100 N. University Drive, SW172 Fort Worth, TX 76107

SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and STEMULI acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

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

	STEMULI, LLC	
		09/20/2021
By:	Taylor Shead, CEO	Date

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: Dr. Kent P. Scribner Date

APPROVED AS TO FORM AND LEGALITY

By: 04/05/2022

Fort Worth ISD Legal Counsel Date

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: 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

BACKGROUND:

This Memorandum of Understanding between Fort Worth ISD and Baxter Clewis Consulting, LLC 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 Texas Education Code. The P-TECH will be housed at Eastern Hills and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The P-TECH school is in year three (3) serving students in grades 9-11 (with subsequent years serving grades up to 12). Per the application and P-TECH blueprints, the addition of the partnership with Baxter Clewis Consulting and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified PTECH applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost No Applicable

COST:

No Cost

VENDOR:

Baxter Clewis Consulting, LLC

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming Eastern Hills High School

RATIONALE:

Approval of this Memorandum of Understanding will allow Eastern Hills High School to enter into a mutually beneficial P-TECH partnership with Baxter Clewis Consulting, LLC to provide 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 college students, who are either: highly motivated but have received insufficient academic preparation, 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



P-TECH MODEL MEMORANDUM OF UNDERSTANDING BETWEEN BAXTER CLEWIS CONSULTING, LLC AND THE

FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and enteredinto by and among Baxter Clewis Consulting, LLC (hereinafter referred to as "Baxter Clewis Consulting, LLC") and the FortWorth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "FWISD") and sets forth the roles of the Parties in regard to the implementation of the ("P-TECH") model at FWISD. FWISD and Baxter Clewis Consulting, LLC may be collectively referred to as the "Parties" or individually as a "Party".

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement Baxter Clewis Consulting, LLC has in support of the P-TECH Program (the "Program").

I. OVERALL SCHOOL MODEL

The Parties agree to collaborate in supporting Eastern Hills P-TECH ("School"). The school's mission is to provide all students with an education that begins in 9th at Eastern Hills, continues through high school completion with a high school diploma, and culminates in the attainment of an associate degree, thus preparing students to succeed in college and/or a career. The Program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The school is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) andwho might not otherwise go to college. This includes students for whom a smooth transition into post-secondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry for the P-TECH at Eastern Hills is the 9th grade. Eastern Hills will admit fifty (50) 9th-grade students and will grow approximately by fifty (50) students each year until the school reaches its full capacity of two hundred (200) students in 9th-12th grade.

The school's curricula program is designed to support the academic needs of all students in earning a highschool diploma, an associate degree, and the work experience needed to be a highly qualified candidate forcareer-track employment in Cybersecurity. All college courses offered to students while enrolled in the school will be provided to students free of charge.

The Parties will work together to develop, evaluate, and revise the School's Scope & Sequence plan, whichwill identify specific high school and college courses and work experiences that students will participate ineach year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint forcurriculum development and programming for students and staff to ensure alignment with workforce needs.

292 Page 1 | 7

II. ROLES AND RESPONSIBILITIES

A. Baxter Clewis Consulting, LLC Responsibilities

- 1. Baxter Clewis Consulting, LLC will support the implementation of the Overall School Model as outlined herein.
- 2. Baxter Clewis Consulting, LLC will, to the extent practicable and consistent with its policies, help FWISD to define work-based learning experiences for students in the Program that are appropriate to each grade level, and provide educational opportunities(e.g., guest speakers, presentations, and career information.) Baxter Clewis Consulting, LLC will assist the school and staff in identifying additional cybersecurity organizations to assist students in accessing opportunities to participate in a variety of internship and work-based experiences during the course of the Program
- 3. Baxter Clewis Consulting, LLC will work with FWISD and the other Program participants to outline the key skills students will need to succeed in those positions.
- 4. Baxter Clewis Consulting, LLC will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Baxter Clewis Consulting, LLC will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. Baxter Clewis Consulting, LLC will assist the school's staff in identifying additional organizations that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
- 5. Baxter Clewis Consulting, LLC will work with the school's staff and the other Program industry participants to this MOU to assist the school to develop a coherent Scope & Sequence plan of courses and workplace experiences that enable students to successfully meet the goals outlined in the Program model. Baxter Clewis Consulting, LLC will help identify high-quality occupation-related projects and curricula that may be incorporated into the academic Program.
- 6. Baxter Clewis Consulting, LLC may coordinate site visits to its facilities, and support teachers and faculty in developing appropriate curricula. Baxter Clewis Consulting, LLC may also provide other appropriate staff to participate in the Program. Site visits will be arranged at least 1 month prior to the date of the visit. FWISD will notify Baxter Clewis Consulting, LLC in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to Baxter Clewis Consulting, LLC facilities.
- 7. Baxter Clewis Consulting, LLC will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed-upon certifications, credentials, degrees, or work-based learning requirements.
- 8. For the avoidance of doubt, nothing in this MOU obligates Baxter Clewis Consulting, LLC to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than Baxter Clewis Consulting, LLC internal wage costs for the time its officers and staff invest in the activities outlined above). Baxter Clewis Consulting, LLC is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, Baxter Clewis Consulting, LLC disclaims any and

293 Page2 | 7

all express or implied warranties, and all obligations of Baxter Clewis Consulting, LLC are provided on an "as is, where is" basis.

B. FWISD/Responsibilities:

- 1. FWISD/Eastern Hills will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD/Eastern Hills will workwith the school's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. FWISD/Eastern Hills will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
- 2. FWISD/Eastern Hills will establish a college-like culture for all students at the school, which requires engaging students in college coursework, tutoring, and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and
 - g. tenacity.
- 3. FWISD/Eastern Hills will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the STEM fields.
- 4. FWISD/Eastern Hills will provide a facility to house the P-TECH on their campus. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
- 5. FWISD/Eastern Hills will allow Baxter Clewis Consulting, LLC staff appropriate access to the school to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
- 6. FWISD/Eastern Hills will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the school.FWISD/Eastern Hills will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
- 7. FWISD will provide regular operating funds to the school in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the school, including but not limited to federal Perkins program funding.
- 8. FWISD will support the school's principal in identifying qualified staff to teach in the school.
- 9. FWISD will provide appropriate and relevant ongoing professional development for the school's principal and staff. FWISD/Eastern Hills will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career

294 Page3 | 7

readiness.

- 10. FWISD will provide criminal background checks for all mentors under this MOU.
- 11. To the extent allowed by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither Baxter Clewis Consulting, LLC nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconductof FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

III. CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to Baxter Clewis Consulting, LLC of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(11).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. By FWISD; or
 - 2. for FWISD and FWISD
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 - 3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to the official business of FWISD.

IV. TERM & TERMINATION

A. Term:

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

- 1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU; Neither party is in default of this MOU; and
- 2. This MOU has not been terminated.

B. Termination:

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

V. GOVERNING LAW AND VENUE

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall beheard exclusively in Tarrant County, Texas.

VI. MODIFICATION

Any modification or amendment of this MOU must be in writing, approved, and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this MOU will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, Baxter Clewis Consulting, LLC shall have the right to suspend or terminate any mentorships orinternships of students in the Program. All students in the Program taking part in mentorships orinternships at Baxter Clewis Consulting, LLC or who are otherwise present at their facilities are expected tocomply with all applicable laws, rules, and regulations as well as all Baxter Clewis Consulting, LLC policies and procedures, including all safety policies and rules and all insurance carrier requirements.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not a party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

296 Page 5 | 7

- G. The Parties to this MOU agree that neither Baxter Clewis Consulting, LLC or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Notice: All notices, consents, approvals, demands, requests, or other communications provided foror permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (1) Baxter Clewis Consulting, LLC

Vice President & Chief Information Security Officer 610 Uptown Blvd 2nd Cedar Hill, TX 75014 PH:817-760-3710 EM:boyd@baxterclewis.com

With a copy to:
Baxter Clewis Consulting, LLC
610 Uptown Blvd 2nd
Cedar Hill, TX 75014
PH: 817-760-3710
EM: boyd@baxterclewis.com

(2) Fort Worth Independent School District:

Dr. Kent P. Scribner Superintendent Fort Worth ISD 100 N. University Drive Fort Worth, TX 76107 With a copy to: Office of Legal Services Fort Worth ISD 100 N. University Drive, SW172 Fort Worth, TX 76107

[Signature Page Follows]

VII. SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and Baxter Clewis Consulting, LLC acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

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

	BAXTER CLEWIS CONSULTING	G, LLC	
	By: Baxter Clewis Consulting, LLC Vice President Security Officer	t & Chief Information Date	
2- 93	By:		
<i>O</i> . <u></u>	By: Dr. Kent P. Scribner	Date	
	APPROVED AS TO FORM AND LEG	GALITY 4/11/2022	
	Fort Worth ISD Legal Counsel	Date	

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT PATHWAYS IN

TECHNOLOGY EARLY COLLEGE HIGH SCHOOL (P-TECH)

ACADEMIES AT YOUNG MEN'S LEADERSHIP AND I.M. TERRELL

FOR STEM AND VPA AND TEXAS INSTRUMENTS

BACKGROUND:

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

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District Pathways in Technology Early College High School (P-TECH) Academies at Young Men's Leadership and I.M. Terrell for Stem and VPA and Texas Instruments
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District Pathways in Technology Early College High School (P-TECH) Academies at Young Men's Leadership and I.M. Terrell for Stem and VPA and Texas Instruments
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District Pathways in Technology Early College High School (P-TECH) Academies at Young Men's Leadership and I.M. Terrell for Stem and VPA and Texas Instruments

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Instruments

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Choice and Collegiate Programming Young Men's Leadership Academy I.M. Terrell for STEM and VPA

RATIONALE:

Approval of this Memorandum of Understanding will allow Young Men's Leadership and I.M. Terrell for STEM and VPA to enter into a mutually beneficial T-STEM partnership with Texas Instruments to provide directed industry-based work experiences to traditionally underserved students. This T-STEM partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college students who are either: highly motivated but have received insufficient academic preparation, 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



T-STEM MODEL MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS INSTRUMENTS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and among Texas Instruments (hereinafter referred to as "Texas Instruments" or "TI") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "FWISD") and sets forth the roles of the Parties in regard to the implementation of the Texas - Science, Technology, Engineering, and Mathematics ("T-STEM") model at FWISD. FWISD and Texas Instruments may be collectively referred to as the "Parties" or individually as a "Party".

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement Texas Instruments has in support of the T-STEM Program (the "Program").

OVERALL SCHOOL MODEL

The Parties agree to collaborate in supporting Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA (T-STEM) ("School"). The School's mission is to provide all students with an education that begins in grade 6 at Young Men's Leadership, and 9th at IM Terrell, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree, thus preparing students to succeed in college and/or a career. The Program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The School is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into postsecondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry for the T-STEM at Young Men's Leadership Academy is the 6th grade. Young Men's Leadership Academy will admit approximately 100 students in its initial 6th grade class We will serve all students enrolled in grades 6th-9thin the 2022-2023 school year until the school reaches full T-STEM capacity of 600 6th-12th grades. The primary point of entry for the T-STEM at IM Terrell will be students entering into the 9th grade. IM Terrell will admit 50 9th grade students and will grow approximately by 50 students each year until the school reaches full capacity of 200 students 9th-12th grade.

The School's curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the Construction field. All college courses offered to students while enrolled in the School will be provided to students free of charge. All TCCD college fees for courses offered to students under this MOU will be defrayed by TCCD scholarships for students.

301 Page1 | 7

The Parties will work together to develop, evaluate, and revise the School's Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

ROLES AND RESPONSIBILITIES

A. Texas Instruments Responsibilities

- 1. Texas Instruments will support the implementation of the Overall School Model as outlined herein.
- 2. Texas Instruments will, to the extent practicable and consistent with its policies, help Fort Worth ISD and other project partners to define work-based learning experiences for students in the Program that are appropriate to each grade level, and provide educational opportunities (e.g., guest speakers, presentations, and career information.) Texas Instruments Education Technology Division's Grant Team will assist the School and project staff in identifying additional organizations in the STEM fields to assist students in accessing opportunities to participate in a variety of internship and work-based experiences during the course of the Program. A detailed plan for work-based learning experiences may include the following supports from TI: (i) support for STEM clubs in grades 6-8; (ii) classroom presentations to students in all grades that review the fundamentals of STEM so that students understand how the classroom curriculum is helping them prepare for real and current workplace scenarios; (iii) worksite visits to learn about the various professions employed at TI; and (iv) online, webinar-based visits with TI employees in various professions employed at TI to learn about career pathways and employment roles.
- 3. Texas Instruments will work with FWISD and the other Program industry participants to outline the key skills students will need to succeed in those positions.
- 4. Texas Instruments will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Texas Instruments will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. Texas Instruments will assist the School's staff in identifying additional organizations in the Construction field that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
- 5. Texas Instruments will work with the School's staff and the other Program industry participants to this MOU to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. Texas Instruments will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic Program.
- 6. TI may coordinate site visits to its facilities, and support teachers and faculty in developing appropriate curricula. TI may also provide other appropriate staff to participate in the Program. Site visits will be arranged at least 1 month prior to the date of the visit. Any staff

302 P a g e 2 | 7

or student access to Texas Instruments facilities, will be subject to: (i) all requirements of OSHA and all other applicable laws, rules, and regulations (which may include age and activity restrictions); (ii) the requirements and approval of Magna Mechanical's insurance carrier(s); and (iii) the applicable staff, students (18 years and over), and parents of minor students, providing consent forms, waivers, non-disclosure agreements, and any other documentation reasonably requested by Magna Mechanical. FWISD will notify Texas Instruments in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to Texas Instruments facilities.

- 7. Texas Instruments will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed upon certifications, credentials, degrees, or work-based learning requirements.
- 8. For the avoidance of doubt, nothing in this MOU obligates Texas Instruments to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than Texas Instruments internal wage costs for the time its officers and staff invest in the activities outlined above). Texas Instruments is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, Texas Instruments disclaims any and all express or implied warranties, and all obligations of Texas Instruments are provided on an "as is, where is" basis.

B. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA Responsibilities:

- 1. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
- 2. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and

- g. tenacity.
- 3. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the STEM fields.
- 4. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will provide a facility to house the T-STEM on their campus. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
- 5. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will allow Texas Instruments staff appropriate access to the School to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
- 6. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will ensure that prior academic performance shall not serve to disqualify students during the P- TECH admissions process.
- 7. FWISD will provide regular operating funds to the School in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
- 8. FWISD will support the School's principal in identifying qualified staff to teach in the School.
- 9. FWISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. FWISD/Young Men's Leadership Academy & IM Terrell Academy for STEM and VPA will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career readiness.
- 10. FWISD will provide the criminal background checks for all mentors under this MOU.
- 11. To the extent allowed by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither Texas Instruments nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconduct of FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

304 Page4 | 7

CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to Texas Instruments of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(11).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. By FWISD; or
 - 2. for FWISD and FWISD
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 - 3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to official business of FWISD.

TERM & TERMINATION

A. Term:

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

- 1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU;
- 2. Neither party is in default of this MOU; and
- 3. This MOU has not been terminated.

B. Termination:

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

GOVERNING LAW AND VENUE

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

305 Page 5 | 7

MODIFICATION

Any modification or amendment of this MOU must be in writing, approved and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this MOU will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, Texas Instruments shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at Texas Instruments or who are otherwise present at their facilities are expected to comply with all applicable laws, rules, and regulations as well as all Texas Instruments policies and procedures, including all safety policies and rules and all insurance carrier requirements.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this MOU agree that neither Texas Instruments or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be

306 Page6 | 7

deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) Texas Instruments

Pareesa Schulte

13532 N Central EXPWY

MS 3819

Dallas, TX 75243 PH: 505-803-6963 FX: 214-479-1503

EM: pschulte@ti.com

(2) Fort Worth Independent School District:

Dr. Kent P. Scribner Superintendent Fort Worth ISD 100 N. University Drive Fort Worth, TX 76107 With a copy to:

Texas Instruments Incorporated

Law Department Contracts Administration

13588 N Central EXPWY, MS 3999

Dallas, TX 75243 PH: 214-567-4025 FX: 214-479-1503

EM: tilegalnotices@list.ti.com

With a copy to:

Office of Legal Services

Fort Worth ISD

100 N. University Drive, SW172

Fort Worth, TX 76107

SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and Texas Instruments acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

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

TEXAS INSTRUMENTS INCORPORATED

	By: Mulco	12/03/2021	
	Thomas R. Springmeier	Date	
<u> </u>	FORT WORTH INDEPENDENT SCHOOL DISTRICT		
	By: Dr. Kent P. Scribner	Date	
	APPROVED AS TO FORM AND LEGALITY By: 04/05/2022		
	Fort Worth ISD Legal Couns	el Date	
	307	Page	

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE CLINICAL AFFILIATION AGREEMENT WITH TARRANT

COUNTY HOSPITAL DISTRICT d/b/a JOHN PETER SMITH (JPS)

HEALTH NETWORK

BACKGROUND:

The Career and Technical Education's (CTE) Health Science Technology program of study offers healthcare clinical opportunities at O.D. Wyatt High School, North Side High School, Texas Academy of Biomedical Sciences (TABS), and Trimble Tech High School. As a result, an affiliation agreement is being established to guide the partnership and the student work-based learning experiences.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Clinical Affiliation Agreement with Tarrant County Hospital District d/b/a JPS Health Network
- 2. Decline to Approve Clinical Affiliation Agreement with Tarrant County Hospital District d/b/a JPS Health Network
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Clinical Affiliation Agreement with Tarrant County Hospital District d/b/a JPS Health Network

FUNDING SOURCE: Additional Details

No Cost Not Applicable

VENDOR:

Tarrant County Hospital District d/b/a John Peter Smith (JPS) Health Network

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:

O.D. Wyatt High School	North Side High School
Texas Academy of Biomedical Sciences (TABS)	Trimble Tech High School High School/FWISD CTE HST Programs

RATIONALE:

Partnering with healthcare service providers will benefit students and promote our community connectivity within the industry. This partnership will allow students to develop real-world skill sets that will enable them to obtain industry-based certifications in the healthcare industry. This industry partner is prepared to bridge the gap between academic knowledge and real-world application.

INFORMATION SOURCE:

David Saenz

EDUCATIONAL EXPERIENCE AGREEMENT BETWEEN

THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK

This **Educational Experience Agreement (the "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 ("FWISD") and **Tarrant County Hospital District d/b/a JPS Health Network**, a unit of local government, and more specifically a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code, which, in furtherance of its statutory obligations to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a hospital and other health care facilities located throughout and serving Tarrant County, Texas ("Facility"). FWISD and Facility may be collectively referred to as the "Parties" or individually as a "Party."

PURPOSE

FWISD offers career and technical education programs in 16 Clusters. Admission to those programs is based on interest and aptitude, age appropriateness, and class space availability. The 16 available clusters, include:

- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Technology & Communications
- Business, Management & Administration
- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Hospitality & Tourism
- Human Services
- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing, Sales & Service
- Science, Technology, Engineering & Mathematics
- Transportation, Distribution & Logistics

This Agreement concerns the technical education program through which FWISD provides its students' academic and clinical experience in the Health Sciences ("Program"). FWISD desires for the Facility to provide certain students of FWISD with clinical experience within the Facility's environment, and Facility is willing to provide such experience. As such, FWISD and Facility agree to the following:

1.0 RESPONSIBILITIES OF FWISD

FWISD shall:

- a) plan the educational activities for the Program's clinical experience at Facility after consultation with and approval by Facility;
- b) provide a FWISD faculty member at Facility to be available at times for consultation to students participating in the Program;
- c) instruct students to abide by Facility's patient care policies and guidelines. Information regarding Facility's applicable policies and guidelines will be available at the time of student orientation at Facility;
- d) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- e) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility including, but not limited to, maintaining patient confidentiality in compliance with HIPAA, Facility policies, and all other applicable laws;
- f) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program and provide evidence of such testing and the results to Facility prior to commencement of the Program or upon request of Facility thereafter;
- g) confirm that participating students meet the Facility's vaccine and/or immunization requirements necessitated by the Facility for student participation;
- h) if applicable, confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and completed a Basic Life Support ("BLS") Healthcare Provider cardiopulmonary resuscitation course prior to beginning of the Program and provide evidence of such confirmation to Facility prior to commencement of the Program or upon request of Facility thereafter;
- i) provide proof of professional liability insurance covering faculty and students placed at the Facility. Such insurance shall be in an amount no less than \$1,000,000 per occurrence and \$3,000,000 aggregate and shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility. FWISD shall send to Facility, no less than two weeks prior to the commencement of a clinical experience at Facility, proof of the existence of such policy of professional liability insurance and coverage under such policy for each Student and each member of the Faculty participating in the clinical experience;
- j) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or another representative of FWISD. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- k) ensure that each student and FWISD faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of FWISD;
- 1) provide transportation for students to and from the Facility;
- m) prior to any student's participation in a clinical experience, FWISD shall: (i) obtain a criminal background check and a 10-panel drug screen on the student; and (ii) provide confirmation to Facility that the criminal background check and drug screen have been completed. The criminal background check shall comply with The Joint Commission's Standard HR 01.01.01.

- n) not permit any student to participate in a clinical experience until the student has: (i) completed, passed, and achieved a 100% post-test score on the Dallas-Fort Worth Hospital Council Foundation's Standard Hospital Student Orientation exam; and (ii) completed Facility's Orientation. FWISD will assure each student's completion of the Facility's Orientation and will document the same on Facility's Student School Verification Checklist ("Checklist") and forward a completed copy of the Checklist to Facility.
- o) require all students and faculty to comply with Facility's Drug Free and Tobacco Free workplace requirements, including its substance abuse and tobacco policies. Facility reserves the right to terminate the clinical experience of a student or to require FWISD to remove a student or faculty member from the clinical experience if there is a violation of JPS policies, a positive drug screen test, or a refusal by a student or faculty member to take a drug screen test upon reasonable suspicion that the student or faculty member has violated JPS's substance abuse policies.
- p) FWISD acknowledges that Facility is a governmental body under Chapter 552 of the Texas Government Code, commonly referred to as the Texas Public Information Act ("TPIA"), and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. FWISD hereby assumes full responsibility for challenging any requests for information it considers confidential under the TPIA. Facility agrees to notify FWISD of any TPIA requests that seek disclosure of potentially confidential information under this Agreement; however, failure to notify by Facility shall not be deemed a material breach of this Agreement.
- q) FWISD acknowledges that Facility is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d) ("HIPAA"). The Parties acknowledge that federal regulations set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH Act") relating to the confidentiality, integrity and accessibility of individually identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require Covered Entities to comply with the "privacy and security standards" adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164 subparts A and C ("Security Rule"). The Privacy Rule and Security Rule are collectively referred to herein as the "Privacy and Security Standards". The Privacy and Security Standards require a Covered Entity to ensure that those who receive, access, store, or transmit confidential information in the course of providing services on behalf of a Covered Entity comply with certain obligations regarding the confidentiality, integrity, and availability of health information as defined in the aforementioned regulations. FWISD shall direct its students and faculty, placed with Facility pursuant to this Agreement, to comply with Facility's policies regarding maintaining the confidential nature of all Protected Health Information (PHI) which they may receive while participating in the clinical experience, including those governing the use and disclosure of individually identifiable health information under

federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of Facility. FWISD, its agents, faculty, staff, employees, and students will comply with confidentiality and security guidelines as stipulated in HIPAA and the HITECH Act. FWISD and its agents, faculty, staff, employees, and students shall keep strictly confidential all confidential information of Facility and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of Facility.

- r) Facility is a political subdivision of the State of Texas and under the constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as granted to it under the constitution and laws of the State of Texas. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to be nor shall it be construed to be a waiver of the sovereign immunity of the State of Texas, or the governmental immunity of Facility as a political subdivision thereof, nor a prospective waiver or restriction of any rights, remedies, claims and privileges of the State of Texas, or Facility as a political subdivision thereof.
- s) FWISD shall not use Facility's corporate or business name, trademark, service mark, or logo, or any identifier which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of Facility.

2.0 RESPONSIBILITY OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide suitable clinical experience situations as prescribed by the curriculum provided by FWISD:
- c) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- d) retain responsibility for patient, resident, and/or client care;
- e) reserve the right to determine the manner in which its equipment shall be operated;
- f) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- g) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus.
- h) Facility acknowledges that FWISD is a governmental body under Chapter 552 of the Texas Government Code, commonly referred to as the Texas Public Information Act ("TPIA"), and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request. Facility hereby assumes full responsibility for challenging any requests for information it considers confidential under the TPIA. FWISD agrees to notify Facility of any TPIA requests that seek disclosure of potentially confidential information under this Agreement;

- however, failure to notify by FWISD shall not be deemed a material breach of this Agreement.
- i) FWISD is a political subdivision of the State of Texas and under the constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as granted to it under the constitution and laws of the State of Texas. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to be nor shall it be construed to be a waiver of the sovereign immunity of the State of Texas, or the governmental immunity of FWISD as a political subdivision thereof, nor a prospective waiver or restriction of any rights, remedies, claims and privileges of the State of Texas, or FWISD as a political subdivision thereof.

3.0 RESPONSIBILITIES OF FWISD AND FACILITY

FWISD and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) mutually agree, schedule, and provide an orientation of faculty and students to Facility and assign units;
- c) understand there will be no exchange of monies between the FWISD and the Facility for this Program;
- d) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- e) comply with all applicable federal and state laws, rules, and regulations.

4.0 TERM AND TERMINATION

This Agreement shall remain in effect for four (4) years and three (3) months beginning on March 1, 2022, and ending on June 1, 2026, unless sooner terminated as provided herein. This Agreement may be renewed in writing for additional one (1) year terms. This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party by certified mail, return receipt requested. The Party desiring the termination shall arrange for an exit conference with the other participating Party.

FWISD acknowledges and agrees that Facility is a governmental entity and, as such, is subject to an annual budgetary process and the limitation and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement, either in its initial Term or in any automatically or otherwise renewed term, should continue over into Facility's subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the Term in question, Facility may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder.

5.0 NOTICE

Any notice, request, or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other

addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: JPS Health Network

1500 S. Main Street Fort Worth, Texas 76104 Phone: 817-702-7051

Attn: Manager of Clinical Experience

With a Copy to: JPS Health Network Legal Services

1500 S. Main Street Fort Worth, Texas 76104 Attn: Chief Legal Counsel

If to FWISD: Fort Worth Independent School District, Career and Technical Education

1050 Bridgewood Street Fort Worth, Texas 76112 Phone: (817) 814-1800

Attn: Daphne Rickard, Executive Director of CTE

With a Copy to: Fort Worth Independent School District, Office of Legal Services

100 N. University Dr. Suite NW172

Fort Worth, Texas 76107

6.0 STATUS OF STUDENTS

FWISD and Facility understand and agree that while faculty and students are participating in the Program, faculty, and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and or worker's compensation coverage. All participating students must be 16 years of age or older at the start of the clinical experience.

FWISD will confirm that all students selected for the Program will have the requisite maturity level to understand and abide by FWISD's and Facility's expectations in all areas of the Program including, but not limited to, adhering to confidentiality requirements, exhibiting appropriate behavior, wearing appropriate clothing, using appropriate language, etc. Facility may, in its sole and absolute discretion, reject or exclude from participation in the Program at Facility any student who does not demonstrate the level of maturity needed to participate in the Program.

7.0 MISCELLANEOUS

- a) <u>Non-discrimination</u>. FWISD and Faculty shall not unlawfully discriminate in their respective performance of this Agreement.
- b) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended, or modified except by a written document executed by both Parties.

- c) Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any disputes arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in Tarrant County, Texas.
- d) <u>Severability</u>. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- e) No Waiver. No waiver by FWISD or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision, or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- f) Confidentiality. Each Party acknowledges that the intent of federal and state privacy laws, and Facility and FWISD policies, are to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. The Parties acknowledge that students, faculty, other FWISD representatives and employees of Facility may access Confidential Information during the performance of their function under this Agreement. As such, FWISD shall ensure that each student has completed the proper forms and documents prior to arrival at the Facility. Each Party represents and warrants that its agents, employees, and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of each respective party, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should a Party, through its Representatives, for any reason otherwise disclose the information, that party will immediately notify the other Party. Each Party warrants that it will train all of its Representatives concerning this provision of the Agreement.

[Signature Page Follows]

EFFECTIVE as of the last date executed by representatives of both Parties. Executed by and between FWISD and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

Tricia C. Elliott, MD, FAAFP Sr. Vice President, Academic and Research Affairs Chief Academic Officer	Date
FWISD: Fort Worth Independent School District, Career & Tecl 1050 Bridgewood Street Fort Worth, Texas 76112	nnical Education
Daphne Rickard, Executive Director Career & Technical Education	Date
Kent P. Scribner, Ph.D.	Date
Superintendent of Schools	
Superintendent of Schools Approved as to Legal Form and Sufficiency for Fort We	orth ISD only.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE APPLICATION FOR EXPEDITED AND GENERAL STATE

WAIVERS FOR PREGNANCY-RELATED SERVICES ON CAMPUS COMPENSATORY EDUCATION HOME INSTRUCTION (CEHI)

BACKGROUND:

Every three (3) years, the District submits an application to the Texas Education Agency (TEA) concerning the requirements to send certified teachers to the homes or hospitals of pregnant students not in regular school attendance due to prenatal complications and delivery. TEA refers to these academic tutoring services as Compensatory Education Home Instruction (CEHI) as discussed in Section XI: Pregnancy Related Services of the Student Attendance Accounting Handbook. The District does have certified teachers who go to the homes and hospitals to provide these academic tutoring services. Approximately 400 pregnant students annually are eligible to receive these tutoring services. These 400 students include the pregnant students who are enrolled in the regular middle and high schools as well as students who have recently delivered and are eligible for CEHI services based on the TEA guidelines. This application will allow the District to continue to provide these tutoring services on the school campuses to students who have medical approval to come back to school for tutoring. With an approved waiver, each CEHI teacher can tutor four (4) students at one (1) time on each school campus. TEA requires that each student receive at least four (4) hours of tutoring per week in their coursework in order to earn five (5) days of weekly attendance. If the student does not receive the needed number of hours, then she is counted absent. This waiver will apply to all District schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Application for Expedited and General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)
- 2. Decline to Approve Application for Expedited and General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION

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

FUNDING SOURCE: Additional Details

General Fund 199-11-6116-XXX-001-24-460-000000.......\$15,000 Payroll

199-11-6117-XXX-001-24-460-000000......\$10,000 Payroll 199-32-6411-0MR-999-99-460-000000......\$15,000 Mileage

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:

Adolescent Pregnancy Services, which provides District-wide services to pregnant and parenting students who are enrolled in their home schools and in Project Reach.

RATIONALE:

In order to determine the effectiveness of the tutoring services and the waiver, an evaluation was conducted of the number of recaptured days of attendance for 75 students who were enrolled in the regular middle and high schools and who received the tutoring services during the 2019-2020 school year. These students received the tutoring services because they were placed on prenatal bed rest and they delivered their babies. The results of the evaluation showed that students were able to recapture approximately 95.5% (percent) of the attendance days missed because of pregnancy complications and delivery. The tutoring services and the waiver are achieving the stated goal of improving these students' attendance and keeping students connected to school during these specific periods.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE SUBMISSION OF TEXAS ESSENTIAL KNOWLEDGE AND SKILLS (TEKS) CERTIFICATION

BACKGROUND:

School districts and charter schools are required to certify annually to the State Board of Education and the Commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters must submit certifications to receive access to order instructional materials through the Educational Materials Ordering System (EMAT). The certification must be approved by the School Board prior to submission.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

No Cost

- 1. Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification
- 2. Decline to Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:	Additional Details
No Cost	Not Applicable
<u>COST</u> :	

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

District - Wide

RATIONALE:

Board approval of the Texas Essential Knowledge and Skills Certification will allow the District to purchase instructional materials in a timely manner.

INFORMATION SOURCE:

Marcey Sorensen

Response Summary:

2022–2023 Allotment & TEKS Certification Form

In accordance with <u>TEC 31.04</u>, school districts and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters will be unable to order 2022–23 instructional materials through EMAT until the certification has been received by the Texas Education Agency (TEA).

Complete the form below, indicating the instructional materials the district has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course.

Form Instructions:

The certification must be ratified by the LEA's board of trustees or governing body in an open, public-noticed meeting. The recommended steps are included below:

1. Gather information – Start by downloading a sample copy of the online survey to assist with collecting the information needed to complete the form. This can be found on the Instructional Materials and Implementation website. The form asks LEAs to indicate the instructional materials the LEA has

adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course, and some additional questions about instructional materials and local adoption procedures.

- 2. Complete online form for approval The superintendent may identify a district representative to complete this survey. This may be the instructional materials coordinator or another district representative. *Note: the form will not be considered finalized until the superintendent submits final approval.*
 - At the end of the survey, click *Generate Response*Summary to download and print a PDF version of the completed form which will be needed to complete step 3.
 - After the PDF is generated, click Next to submit the draft of the survey. This will automatically send a copy of the survey to the superintendent's email address provided in the survey, with instructions for submitting final approval (step 4 below).
- **3. Obtain local board approval** The LEA may take the PDF version of the completed form to the board meeting to obtain approval. *Note: board signatures are not required to be uploaded or submitted, so LEAs should plan to maintain documentation at the local level.*
- **4. Superintendent to submit approved version** After the district representative completes the form, the superintendent will get an email requesting approval of the completed form. Using a link in the email, the superintendent may go into the form and make any changes to the draft based on the local board meeting. Once the form is completed accurately, the superintendent may select *Approxe* on the last page of the

survey to officially submit the LEA's response to TEA.

If you have any questions or concerns, please submit a Help Desk Ticket on the Instructional Materials and Implementation website.

Background Information

Name. Enter your name below.

First and Last	maria phillips
Name	mana priinips

Email. Enter your email address below.

Email	maria.phillips@fwisd.org
-------	--------------------------

Role. Select the role that best describes your position at your district or charter.

Other

District and Region. Select your region and district from the list below.

ESC Region	ESC 11 - Fort Worth ~ ARGYLE ISD (61910)
District Name and Number	ESC 11 - Fort Worth ~ GODLEY ISD (126911)

District Information

Superintendent Name. Enter the superintendent's name below.

First and Last Name	Kent Scibner
------------------------	--------------

Superintendent Email. Enter the superintendent's email address below.

Email kent.scribner@fwisd.org

Board Pres Name. Enter the school board president's name below.

First and Last Name	Tobi Jackson
------------------------	--------------

Board Pres Email. Enter the school board president's email address below.

Email	tobi.jackson@fwisd.org
-------	------------------------

Board Meeting Date. Enter the date of the school board meeting at which the TEKS Certification Form will be presented and approved.

Date	04/26/2022
(MM/DD/YYYY)	04/20/2022

Additional Informational Questions

TRR (a). Has your district or charter ever used the Texas Resource Review (TRR) to make decisions about which instructional materials to use?

Yes

TRR (b). In which subject areas have you used the TRR to obtain information about the quality of products?

Math

Assessments#1. Select the assessment platform (if any) your district leverages for unit/module, diagnostic, or interim, and for which type of assessments.

- Select the assessment(s) your district requires or encourages in the platform(s) below.

Other (Enter platform below) MAP	Diagnostic
---	------------

CIPA.

The Children's Internet Protection Act

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

It is the intent of the Legislature that the State Board of Education ensure that any instructional materials and technology purchased using funds disbursed from the State Instructional Materials and Technology Fund meet the requirements for certification under 47 U.S.C. Sections 254(h)(5)(B) and (C) to the extent the certification is applicable to those materials. (See S.B. No. 1, General Appropriations Act, Eighty-seventh Legislature)

Does your district or charter have a filter or a monitor in place to ensure that students accessing digital instructional materials do not have access to obscene or harmful content?

Yes

Phonics Informational Questions

House Bill (HB) 3, 86th Texas Legislature, 2019, requires all Texas school districts provide phonics curriculum that uses systematic, direct instruction in kindergarten through third grade to ensure all students obtain necessary early-literacy skills. The commissioner of education is in the process of developing a recommended list of phonics programs in accordance with House Bill 3, 86th Texas Legislature, 2019, to ensure all students obtain necessary early literacy skills and that districts have access to phonics materials that include systematic direct instruction and integrated reading instruments. Phonics programs will undergo the Texas Resource Review process to determine inclusion on the commissioner's recommended list in accordance with 19 Texas Administrative Code §74.2001.

This section of the form is not evaluative and data will be used to help inform TEA on what additional resources or services are needed to support LEAs in providing students direct, systematic phonics instruction.

Phon: Curriculum Use. Select the statement that best describes how phonics materials are selected for use within your district.

• We select phonics material at the district-level, and all campuses are required to use the same phonics curriculum.

Type of Phonics#1. Select the statement(s) that reflect(s) the type of phonics material used in your district.

Select all that apply - For English Phonics

Our district uses additional supplemental products to support phonics instruction	Check all that apply

Type of Phonics#2. Select the statement(s) that reflect(s) the type of phonics material used in your district.

Select all that apply

- For Spanish Phonics

Our district covers phoncs as part of our core RLA approach	Check all that apply
Our district uses additional supplemental products to support phonics instruction	Check all that apply

Phonics Product. Select all materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-3 phonics instruction.

If your district or charter does not use the materials listed, select "Other" and enter the Publisher and Title, separated by a dash, in the text box below.

Amplify - Amplify Texas Skills Unit (TEA Available Materials)	Curriculum
Amplify - Amplify Texas Core Product	Curriculum
Amplify Education CKLA	Curriculum
Esperanza/Valley Speech	Curriculum
Estrellita, Inc Accelerated Spanish Reading Program	Curriculum
Neuhaus Education Center - Basic Language Skills	Curriculum
Neuhaus Education Center - Reading Readiness	Curriculum
Savvas Learning Company - Texas mi Vision Lectura	Curriculum
Savvas Learning Company - Texas myView Literacy	Curriculum

Phonics TRR Request. Would you request all phonics products listed previously and/or other products used by Texas educators be reviewed for quality?

Select all that apply.

 Request that all phonics materials listed previously receive quality reviews RLA K-5 Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for K-5 English RLA instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

riotor matorialo al	o III dipilabolicai o aci
Amplify - Amplify Texas Elementary Literacy Program (TEA Available Materials)	Curriculum
McGraw-Hill School Division - Texas Wonders	Curriculum
Savvas (formerly Pearson Education) - Texas myView Literacy	Curriculum
The College Board - SpringBoard, English Language Arts, 2020 Texas Edition	Curriculum
ThinkCERCA - ThinkCERCA, Texas Edition	Curriculum
Other (Enter as "Publisher - Title") Neuhaus Education Phonics	Curriculum

English RLACoverage. Does your district have materials to cover 100% of the English K-5 RLA TEKS?

Yes

SLAR Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for K-5 Spanish RLA instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Total materials are marphabetical erasi		
Amplify - Amplify Texas Lectoescritura en Espanol (TEA Available Materials)	Curriculum	
Savvas (formerly Pearson Education) - Texas miVisión Lectura	Curriculum	
Other (Enter as "Publisher - Title") Estrellita	Curriculum	

Spanish RLA Coverage. Does your district have materials to cover 100% of the Spanish K-5 RLA TEKS?

Yes

RLA 6-8 Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 RLA instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

McGraw-Hill School Division - Texas StudySync	Curriculum
Savvas (formerly Pearson Education) - myPerspectives Texas English Language Arts	Curriculum
ThinkCERCA - ThinkCERCA, Texas Edition	Curriculum 332

Coverage RLA 6-8. Does your district have materials to cover 100% of the 6–8 RLA TEKS?

Yes

RLA 9-12 Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 RLA instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Bedford, Freeman and Worth Publishing Group - Foundations of Language and Literature	Curriculum
McGraw-Hill School Division - StudySync Texas	Curriculum
The College Board - SpringBoard, English Language Arts, Texas Edition	Curriculum
Other (Enter as "Publisher - Title") Think Cerca	Curriculum

Coverage RLA 9-12. Does your district have materials to cover 100% of the Grades 9–12 RLA TEKS?

Yes

RLA TRR Request. Would you request all RLA products listed previously and/or other products used by Texas educators be reviewed for quality?

· Request that all RLA materials listed above receive quality reviews

Math K-5 Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 mathematics instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Great Minds- Eureka Math TEKS Edition

Coverage Math K-5. Does your district have materials to cover 100% of the grades K-5 math TEKS?

Yes

Math 6-8 Core. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 mathematics instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Carnegie Learning - Texas Middle School Math	Curriculum
The College Board - SpringBoard Mathematics, Course 1–3	Curriculum

Coverage Math 6-8. Does your district have materials to cover 100% of the grades 6-8 math TEKS?

Yes

Core Math 9-12. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 mathematics instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

HMH - HMH Algebra 1/Algebra 2/Geometry	Curriculum
The College Board - SpringBoard Mathematics	Curriculum

Coverage Math 9-12. Does your district have materials to cover 100% of the grades 9–12 math TEKS?

Yes

Math TRR Request. Would you request all math products listed previously and/or other products used by Texas educators be reviewed for quality?

• Request that all math materials listed above receive quality reviews

Social Studies TEKS Certification

Core SS K-5. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 social studies instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies	Curriculum
Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies en español (Spanish)	Curriculum

Coverage SS K-5. Does your district have materials to cover 100% of the grades K-5 social studies TEKS?

Yes

core SS 6-8. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 social studies instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

Cengage Learning, Inc./National Geographic Learning - World Cultures and Geography, MYNGCONNECT	Curriculum
HMH - World Studies/Texas History/US History	Curriculum

Coverage SS 6-8. Does your district have materials to cover 100% of the grades 6-8 social studies TEKS?

core SS 9-12. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 social studies instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

McGraw-Hill School Education LLC - United States Government/US History/World Geography/World History	Curriculum
--	------------

Coverage SS 9-12. Does your district have materials to cover 100% of the grades 9–12 social studies TEKS?

Yes

ss TRR Request. Would you request all social studies products listed previously and/or other products used by Texas educators be reviewed for quality?

 Request that all social studies materials listed above receive quality reviews

Science TEKS Certification

Core Science K-5. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 science instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

STEMscopes, Incorporated - STEMscopes 2.0	Curriculum
---	------------

Coverage Science K-5. Does your district have materials to cover 100% of the grades K-5 science TEKS?

Yes

core Science 6-8. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 science instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

HMH - Texas ScienceFusion	Curriculum		
---------------------------------	------------	--	--

Coverage Science 6-8. Does your district have materials to cover 100% of the grades 6-8 science TEKS?

Yes

Core Science 9-12. Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 science instruction to ensure coverage of 100% of the TEKS.

Note: Materials are in alphabetical order

McGraw-Hill Education	
Texas Glencoe Biology/Texas Chemistry/IPC/Physics	Curriculum

Coverage Science 9-1. Does your district have materials to cover 100% of the grades 9–12 science TEKS?

Yes

Sci TRR Request. Would you request all science products listed previously and/or other products used by Texas educators be reviewed for quality?

 Request that all science materials listed above receive quality reviews

	What resources and/or PD would you like for TEA to provide to LEAs to support adoption and/or implementation of instructional materials?
N/A	

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE QUALIFIED UNDERWRITERS FOR DISTRICT FINANCINGS

BACKGROUND:

The District issued a Request for Qualifications (RFQ 22-118) titled "Bond Underwriting Services". On February 28, 2022, the District received twenty-nine (29) Statements of Qualifications (SOQs) from firms in response to this solicitation. The evaluation followed the criteria published in the RFQ, in accordance with Texas Government Code Section 2254.003.

	Factors	Points
1.	Firm Experience	25
2.	Experience of personnel assigned	10
3.	Experience with FWISD	5
4.	Sales, trading and underwriting experience	25
5.	Capital	15
6.	Disciplinary actions	10
7.	HUB/MWBE Utilization	10
Tot	al Points	100

The persons below served on the evaluation team:

- Carmen Arrieta-Candelaria, Chief Financial Officer, FWISD
- Tonya Wright, Treasurer, FWISD
- Rudy Mejia, Financial Advisor, Estrada Hinojosa & Company, Inc.
- Richard Acosta, Financial Advisor, RBC Capital Markets

Based on the results of the aforementioned scoring matrix, which was derived from the evaluation criteria outlined in the RFQ, District staff recommends that the Board approve the firms on **Attachment A** as qualified underwriters based on demonstrated competence and qualifications, and grant to the Superintendent, and/or his designee the ability to designate Underwriters for current and future Bond, or other financing transactions. The period of performance (i.e. utilization of this pool) will be for three (3) years with the option to extend for two (2) additional years in one (1) year increments.

As listed in Attachment A, District staff recommends a pool of twenty (20) firms. Two (2) of these firms, JP Morgan Securities, LLC and BofA Securities, Inc., cannot certify at this time that their firm does not boycott energy companies that engage in, or do business with, companies that engage in the exploration, production utilization, transportation, sale, or manufacturing of fossil-fuel based energy and will not boycott energy companies during the period of performance (See Texas Government Code 2274.002 – Prohibition on investment in financial companies that boycott certain energy companies). Additionally, neither of these

two (2) firms can certify at this time that they do not have a practice, policy, guidance, or directive that discriminates against a fireman entity or firearm trade association (*See Texas Government Code 2274 – Prohibition on contracts with companies that discriminate against firearm and ammunition industries*). Although these two (2) firms cannot be utilized until they are able to certify to these provisions, it is the District's desire to include them in the pool due to their committee ranking score, underwriting capabilities, past performance, and strength/position in the underwriting industry. If this certification occurs over the course of the period of performance, the District will consider utilizing these firms at that time. Conversely, if any other firm on the list becomes aware that they can no longer certify as to these two state requirements, they are required to provide disclosure and the District will not be able to utilize them until the issue is resolved.

Included in the pool are five (5) national firms and fifteen (15) regional firms. Of the fifteen (15) regional firms, five (5) are HUB/MWBE certified firms. The five (5) HUB/MWBE firms are, as follows (in alphabetical order):

- Academy Securities (Veteran-owned and Hispanic)
- Cabrera Capital Markets, LLC (Hispanic)
- Loop Capital Markets (African-American)
- Ramirez & Co. Inc. (Hispanic)
- Siebert, Williams, Shank & Co. (African-American)

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Qualified Underwriters for District Financings
- 2. Decline to Approve Qualified Underwriters for District Financings
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Qualified Underwriters for District Financings

FUNDING SOURCE: Additional Details

Not Applicable Not Applicable

COST:

Subject to market conditions at the time of financial transaction.

VENDOR:

See attachment A

PURCHASING MECHANISM:

Bid/Proposal Statistics
Bid Number: 22-118

Number of Bid/Proposals received: 29

HUB Firms: 7 Compliant Bids: 29

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

District - Wide

RATIONALE:

The selection of qualified Underwriters with national, regional, and HUB/MWBE experience is a necessary requirement for the overall success of the sale of the District's authorized but outstanding bonds, as well as any other financial transactions, such as maintenance tax notes, in the most cost-efficient manner. The number of Underwriters that qualified under RFQ 22-118 provides the District with the opportunity to work with numerous firms over the coming years as the District sells the outstanding bonds authorized in the November 2021 bond election, manages its outstanding debt portfolio, and any other requirements necessary for future financial transactions.

INFORMATION SOURCES:

Carmen Arrieta-Candelaria

ATTACHMENT A

LIST OF APPROVED UNDERWRITERS (IN ALPHABETICAL ORDER)

Approved by the Board of Trustees on April 26, 2022

- 1. Academy Securities (HUB-Veteran/Hispanic)
- 2. BofA Securities, Inc.*
- 3. BOK Financial Securities, Inc.
- 4. Cabrera Capital Markets, LLC (HUB-Hispanic)
- 5. Citigroup Global Markets, Inc.
- **6.** FHN Financial
- 7. Frost Bank
- 8. Hilltop Securities, Inc.
- 9. J.P. Morgan Securities, LLC*
- 10. Jefferies, LLC
- 11. Loop Capital Markets (HUB-African American)
- 12. Morgan Stanley
- 13. Piper Sandler & Co.
- 14. Ramirez & Co. Inc. (HUB-Hispanic)
- 15. Raymond James & Associates, Inc.
- 16. Robert W. Baird & Co. Inc.
- 17. Siebert, Williams, Shank & Co. (HUB-African American)
- 18. Stifel Nicolaus, & Co.
- 19. UMB Bank, N.A.
- 20. Wells Fargo Securities (Wells Fargo Bank, N.A.)

^{*}Firms with an asterisk cannot certify as of April 26, 2022, as to requirements in Texas Government Code 2274. Firms will not be used until such certification can be provided.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE ADDITIONAL COSTS FOR SESSION INITIATION PROTOCOL (SIP) TRUNKING AND LONG-DISTANCE SERVICES

BACKGROUND:

Renewal of the Session Initiation Protocol (SIP) trunking services was approved by the Board of Trustees on June 22, 2021, for the 2022 fiscal year. The SIP lines provide inbound, outbound, and long-distance telephone service to the District. Additional funds are needed to pay for service costs expected through June 30, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Additional Costs for Session Initiation Protocol (SIP) Trunking and Long-Distance Services
- 2. Decline to Approve Additional Costs for Session Initiation Protocol (SIP) Trunking and Long-Distance Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-51-6256-814-999-99-427-000000

COST:

\$17,854 Additional, Not-to-Exceed - \$147,897.81 (\$130,043.81 approved on June 21, 2021. \$17,854 additional requested and Not-to-Exceed the total of \$147,897.81)

VENDOR:

TPX Communications

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 17-076

Number of Bid/Proposals received: 5

HUB Firms: 0 Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

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

District-wide

RATIONALE:

Approval of this item will allow the District to receive telecommunications services.

INFORMATION SOURCE:

Marlon Shears



Services Quote - Bridgewood Dr							
Service Location Acct Total							
SmartVoice SIP							
SmartVoice Service	Bridgewood	153162	\$0.00				
MSxWAN Optimum							
MSxWAN Service	Bridgewood		\$0.00				
Monthly Recurring Overage Charge (MRC) Total			\$0.00				
Annual MRC Overage (MRC) Total			\$0.00				
Other Charges, Govt Fees and Taxes - Overage Monthly			\$22.32				
Other Charges, Govt Fees & Taxes - Overage Annual			\$267.80				

Services Quote - Cherry Street						
Service Location Acct MRC To						
SmartVoice SIP Internet						
SmartVoice Services with 50 MB Internet	Cherry St	153162	\$1,294.34			
Monthly Recurring Overage Charge (MRC) Total			\$1,294.34			
Annual MRC Overage (MRC) Total			\$15,532.08			
Other Charges, Govt Fees & Taxes - Overage Monthly			\$171.10			
Other Charges, Govt Fees & Taxes - Overage Annual			\$2,053.17			

\$17,585.25

GRAND TOTAL: \$17,853.05

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE ADDITIONAL FEES FOR WIDE AREA NETWORK SERVICES FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND:

On June 22, 2021, the Board approved the E-rate-eligible annual renewal of our Wide Area Network service for the 2021-2022 school year for a not-to-exceed amount of \$140,524.80. However, Federal Cost Recovery Fees were not included. This amount is needed to pay invoices through June 30, 2022.

The Wide Area Network Service is the infrastructure that transports all data, telecommunications and video between all Fort Worth ISD sites, and-to-and-from the Internet. Wide Area Network Service is vital to the instructional and administrative needs of the District.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Additional Fees for Wide Area Network Services for the 2021-2022 School Year
- 2. Decline to Approve Additional Fees for Wide Area Network Services for the 2021-2022 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-51-6256-814-999-99-427-000000

COST:

\$1,351.80 Additional, Not-to-Exceed - \$141,876.60 (\$140,524.80 approved on June 21, 2021. \$1,351.80 additional requested and Not-to-Exceed the total \$141,876.60)

VENDOR:

Conterra, LLC

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 16-056

Number of Bid/Proposals received: 5

HUB Firms: 0 Compliant Bids: 5

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

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:

These services will facilitate access to instructional and administrative resources used by the District.

INFORMATION SOURCE:

Marlon Shears

CONTERRA INVOICES

2021-22 PO #82201159

Approved 6/22/2021

General Fund: 199-51-6256-814-999-99-427-000000

Estimated Annual Cost (100%)	\$1,405,248.00
Projected E-Rate Discount (90%)	\$1,264,723.20
Projected District Expense (10%)	\$140,524.80

INVOICE	INVOICE DATE	PAID INVOICE		
INVOICE	INVOICE DATE	AMOUNT		
049629	07/01/2021	\$ 11,823.05		
049907	08/01/2021	\$ 11,823.05		
050392	09/07/2021	\$ 11,823.05		
050727	10/01/2021	\$ 11,823.05		
051152	11/01/2021	\$ 11,823.05		
051643	12/01/2021	\$ 11,823.05		
052024	01/01/2022	\$ 11,823.05		
052358	02/01/2022	\$ 11,823.05		
052786	03/01/2022	\$ 11,823.05		

\$ 106,407.45

April, May, June	\$11,823.05 X 3	\$ 35,469.15

4/26/22 Board Approval Needed

Federal Cost Recovery Fees					
\$	112.65 x12				
\$	1.351.80				

New Total				
\$	140,524.80			
\$	1,351.80			
\$	141,876.60			

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED MARCH 31, 2022

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021, and last amended through the period ended February 28, 2022. During the month of March 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 March 31, 2022
- 2. Decline to Approve Budget Amendment for the Period Ended March 31, 2022
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended March 31, 2022

FUNDING SOURCE Additional Details

General Fund Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

General Fund Budget Amendment 2021-2022

		Consolidated General Fund 2021-2022 Amended Budget 2/28/2022	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 3/31/2022
REVENUE &	OTHER SOURCES			
5700 Local		\$459,971,554	\$0	\$459,971,554
5800 State	Revenue	330,087,019	0	330,087,019
	ral Revenue	14,931,000	0	14,931,000
7900 Othe		9,500,000	0	9,500,000
7900 Othe	Total Revenue & Other Sources	\$814,489,573	\$0	\$814,489,573
	Total Nevellue & Other Sources	φο 14,409,573	φ0	φο 14,409,57 S
EXPENDITU	RES			
11	Instruction	\$489,065,683	(\$816,592)	\$488,249,091
12	Instruction Resources and Media Services	\$12,610,098	\$5,094	\$12,615,192
13	Curriculum and Instructional Staff Development	\$13,343,972	\$145,087	\$13,489,059
21	Instructional Administration	\$16,330,207	\$187,646	\$16,517,853
23	School Administration	\$51,411,891	(\$122,897)	\$51,288,994
31	Guidance and Counseling Services	\$49,108,035	(\$42,422)	\$49,065,613
32	Social Work Services	\$5,404,863	(\$3,654)	\$5,401,209
33	Health Services	\$11,587,031	(\$45,931)	\$11,541,100
34	Student Transportation	\$22,484,400	(\$64,764)	\$22,419,636
35	Food Services	\$1,494,361	(\$6,500)	\$1,487,861
36	Cocurricular/Extracurricular Activities	\$18,037,410	\$42,359	\$18,079,769
41	General Administration	\$25,425,687	(\$3,803)	\$25,421,884
51	Plant Maintenance and Operations	\$103,116,915	\$56,434	\$103,173,349
52	Security and Monitoring Services	\$14,109,082	(\$9,497)	\$14,099,585
53	Data Processing Services	\$20,934,124	\$785,683	\$21,719,807
61	Community Services	\$5,799,584	\$45,566	\$5,845,150
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$2,027,833	(\$151,809)	\$1,876,024
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

	March 31, 2022 Budget Amendment			
	a.o. 0., 2022 244got / anonamont	Increase	Decrease	Net Effect
Function	Expenses			
44	Fund 198-Transfer to function 53 for AZURE contract to support		005.000	
11	district wide applications Fund 198-Transfer to function 53 to increase budget within		305,202	
	Technology department for Bearcom Private LTE		340,000	
	Fund 199-Transfer to function 21 to fund budget needed for		,	
	Phalen Leadership Academy		205,625	
	0 /0 / / / / / / / / / / / / / / / / /	04.005		
	Campus/Dept. normal course of District operations	34,235	050 007	(046 500)
12	Overall effect on Function 11 Campus/Dept. normal course of District operations	34,235 5,094	850,827	(816,592)
12	Overall effect on Function 12	5,094 5,094	0	5,094
	Fund 199-Transfer from function 11 to fund professional	3,034	U	3,034
	development for instructors to support The National Freshman			
13	Success initiative	98,416		
	Campus/Dept. normal course of District operations	46,671		
	Fund 100 Transfer from function 11 to fund hudget needed for	145,087	0	145,087
21	Fund 199-Transfer from function 11 to fund budget needed for Phalen Leadership Academy	205,625		
	Campus/Dept. normal course of District operations	200,020	17,979	
	Overall effect on Function 21	205,625	17,979	187,646
23		,	134,035	101,010
			·	
	Campus/Dept. normal course of District operations	11,138		
	Overall effect on Function 23	11,138	134,035	(122,897)
31	Campus/Dept. normal course of District operations		42,422	
	Overall effect on Function 31	0	42,422	(42,422)
32	Campus/Dept. normal course of District operations		3,654	
	Overall effect on Function 32	0	3,654	(3,654)
33	Campus/Dept. normal course of District operations		45,931	(47.004)
24	Overall effect on Function 33	0	45,931	(45,931)
34	Campus/Dept. normal course of District operations Overall effect on Function 34	0	64,764 64,764	(64,764)
35	Overall effect of Fullction 34	U	04,704	(04,704)
	Campus/Dept. normal course of District operations		6,500	
	Overall effect on Function 35	0	6,500	(6,500)
36	Campus/Dept. normal course of District operations	42,359	,	(, , ,
	Overall effect on Function 36	42,359	0	42,359
41	Campus/Dept. normal course of District operations		3,803	
	Overall effect on Function 41	0	3,803	(3,803)
51	Campus/Dept. normal course of District operations	56,434		
	Overall effect on Function 51	56,434	0	56,434
52	Campus/Dept. normal course of District operations		9,497	
	Overall effect on Function 52 Fund 198-Transfer from function 11 for AZURE contract to	0	9,497	(9,497)
53	support district wide applications	305,202		
	Fund 198-Transfer from function 11 to increase budget within			
	Technology department for Bearcom Private LTE	340,000		
	Fund 199-Transfer to provide budget for networking, on-site	407.407		
	technical needs for Phalen Leadership Academy Campus/Dept. normal course of District operations	127,467 13,014		
	Overall effect on Function 53	785,683	0	785,683
61	Campus/Dept. normal course of District operations	45,566		100,000
	Overall effect on Function 61	45,566	0	45,566
81	Fund 198-Transfer to purchase chillers for campuses		101,809	.,
	Campus/Dept. normal course of District operations		50,000	
	Overall effect on Function 81	0	151,809	(151,809)
	Total 353	1,331,221	1,331,221	0

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE LONE STAR GOVERNANCE QUARTERLY BOARD PROGRESS TRACKER

BACKGROUND:

The purpose of Lone Star Governance (LSG) is to provide coaching and support, through a continuous improvement framework, for school governing teams (Boards in collaboration with their Superintendents) that choose and commit to intensely focus on the objective to improve student outcomes. The Board will self-evaluate its performance every three (3) months on research-based governance behaviors utilizing the Quarterly Progress Tracker, a tool used to monitor the progress of Board self-evaluation scores using the LSG Integrity Instrument.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Lone Star Governance Quarterly Report Progress Tracker
- 2. Decline to Approve Lone Star Governance Quarterly Report Progress Tracker
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Lone Star Governance Quarterly Report Progress Tracker

FUNDING SOURCE Additional Details

No Cost Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board

RATIONALE:

Approval of the Quarterly Board Progress Tracker will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework and will ensure governance behaviors are on target to improve student outcomes. The tracker supports the underlying belief that leadership matters and leaders' choices have the power to be transformative in the lives of our students.

INFORMATION SOURCE:

Fort Worth ISD Board of Trustees Kent Scribner Karen Molinar

QUARTERLY PROGRESS TRACKER						
School Board: Fort Worth ISD				Date: 3/22/2022		Quarter: 3rd
Framework	Three Quarters Ago	Two Quarters Ago	One Quarter Ago	Current Quarter	Next Quarter	Total Possible Points
Vision 1				12	12	15
Vision 2				1	1	15
Vision 3				3	9	10
Vision 4				1	2	5
Accountability 1				0	12	15
Accountability 2				2	4	5
Structure				1	12	15
Advocacy				0	3	10
Unity				0	1	10
TOTAL SCORE				20	56	100

Board Member Signatures:	% Student Outcome Minutes	Vote Count For	Vote Count Against

EVALUATION NOTES

The Standard of evidence for items where board action is required will be the minutes of the meeting during which the Board voted to take the described action. Where an opinion of the Board is required, a resolution or vote passed by the Board will meet the standard of evidence. Any Board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the Board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

CONSENT AGENDA ITEM BOARD MEETING April 26, 2022

TOPIC: APPROVE MINUTES FROM THE DECEMBER 2, 2021 AND FEBRUARY 10, 2022 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District (FWISD) 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 from the December 2, 2021 and February 10, 2022 Racial Equity Committee Meetings
- 2. Decline to Approve Minutes from the December 2, 2021 and February 10, 2022 Racial Equity Committee Meetings
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes from the December 2, 2021 and February 10, 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 Independent School District Racial Equity Committee

Meeting Minutes

Thursday, December 2, 2021 at 5:00 p.m., O.D. Wyatt HS

Committee Members Present:

Anderson, Sue	Covington, Samantha	Hodges, Charles	Nickerson, Porshe *
Breed, Sherry *	García-López, Norma	Krochmal, Dr. Max	Phillips, Quinton
Chavez, Aracely	Garcia, Sandra	Martinez, Roxanne	West, Bill
Clark, Rickie	Grover, Barbara	Mattingly, Dr. Cissy *	
Cortez, Dawn	Hall, Dr. Mia	McKinney, Wanda	

Committee Members Absent:

Benavidez, Dr. Dorene *	Jones, Ebony	Okweni, Johanah	Walker, Dr. Carlos *
Cytron-Walker, Adena	Jones, Dr. Trevon *	Piñon, Lizdelia	Williams, Dr. Jared
Darr, Anne	Luebanos, Anael	Poullard, Eric	
Flores, Rudi	Masterson, Twyla	Poullard, Precious	
Herrera, Alfonso	Moss, Christene	Sorensen, Dr. Marcy	

Guests:

D I A4	na de la constitución de la cons		
Brookins, Marcus	Members of the Community		

OPENING:

Marcus Brookins, Teacher and Band Director, OD Wyatt HS, Welcome and Highlights

CALL TO ORDER:

- The meeting opened at 5:11 p.m.
- The meeting was called to order at 5:33 p.m.
- Minutes from prior meeting approved by consensus. Motion: McKinney/Second: Hodges.

DISCUSSION ITEMS:

- 1. Welcome and Review of REC member expectations:
 - Welcome by Mr. Phillips
 - Mr. Phillips tabled the agenda and asked REC members to discuss their "why" for serving on this committee, and "why" they feel this work is important.
 - At the conclusion of the meeting, Mr. Phillips invited the audience to the next REC meeting for an opportunity to hear perspectives from the community.

- 2. Discuss Resolution of Support for the Racial Equity Committee and Racial Equity Work:
 - tabled
- 3. Discuss suggested focus areas for subcommittees: tabled
 - Academics and Segregation
 - Budget, Finance, and Business Practices
 - Discipline
 - Family and Community Engagement
 - Staffing and Recruiting
- 4. Subcommittees small group working session: tabled
 - Set dates for meetings
 - Discuss goals and outcomes

REMINDERS:

Next REC Meeting: Thu., Jan. 6, 2022, 5 p.m., Riverside MS

FUTURE AGENDA TOPICS:

• Race and Disparities in Healthcare

ADJOURN: Meeting adjourned at 7:15 p.m.

Signed: Quinton Phillips Date: 2/10/22

Mr. Quinton "Q" Phillips, Chair

/clm & bg

Fort Worth Independent School District Racial Equity Committee

Meeting Minutes

Thursday, February 10, 2022 at 5:30 p.m. FWISD Teaching & Learning Center (TLC) 1050 Bridgewood Dr., Ft. Worth, TX 76112

Committee Members Present:

Anderson, Sue	Darr, Anne	Mattingly, Dr. Cissy *	Poullard, Eric
Breed, Sherry *	Grover, Barbara	McKinney, Wanda	Poullard, Precious
Chavez, Aracely	Hodges, Charles	Nickerson, Porshe *	Sorensen, Dr. Marcy
Clark, Rickie	Luebanos, Anael	Okweni, Johanah	Walker, Dr. Carlos *
Covington, Samantha	Martinez, Roxanne	Phillips, Quinton	

Committee Members Absent:

Benavidez, Dr. Dorene *	Garcia, Sandra	Jones, Dr. Trevon *	Piñon, Lizdelia
Cortez, Dawn	Hall, Dr. Mia	Krochmal, Dr. Max	West, Bill
Cytron-Walker, Adena	Herrera, Alfonso	Masterson, Twyla	Williams, Dr. Jared
Flores, Rudi	Jones, Ebony	Moss, Christene	

Guests:

duests.	
Members of the Community	

CALL TO ORDER:

- The meeting was called to order at 5:46 p.m.
- Minutes from prior meeting approved by consensus. Motion: Hodges/Second: Clark.
- Protocol discussed for the meeting.

DISCUSSION ITEMS:

- 1. Listening to Multiple Perspectives from the Community
 - Meeting was adjourned due to differing views about how the listening session should be conducted.
 - Members of the Community and Members of the Committee were invited to stay for an open discussion.

ADJOURN: Meeting adjourned at 6:12 p.m.

REMINDERS:

Next Racial Equity Committee (REC) Meeting: TBD

FUTURE AGENDA TOPICS:

• Race and Disparities in Healthcare

Signed: _

Date:

Mr. Quinton "Q" Phillips, Chair

/clm & bg

TOPIC: APPROVE MINUTES FROM THE MARCH 1, 2022 BOARD POLICY COMMITTEE MEETING

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Minutes from the March 1, 2022 Board Policy Committee Meeting
- 2. Decline to Approve Minutes from the March 1, 2022 Board Policy Committee Meeting
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:	Additional Details
No Cost	Not Applicable
<u>COST</u> :	
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:

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

INFORMATION SOURCE:

Board Policy Committee



Fort Worth ISD Board Policy Committee

Meeting Minutes

March 1, 2022, at 5:00 p.m. Zoom video



Board Committee Members and Staff Present:

Chair: Jacinto Ramos Jr.

Board Members: Carin "CJ" Evans Quinton "Q" Phillips Michael Ryan

Staff: Amanda Coleman

Board Attorney: Ben Castillo via Zoom

Call to order at 5:04 p.m. by Jacinto Ramos Jr.

A. Board Operating Procedures

Finalized Board Operating Procedural Manual
Plan to adopt at the March 22, 2022 Board Meeting
Distribute to Board Members via email and at the March 22, 2022 Board meeting

B. B Policies Diet

Finalized BDAA(LOCAL)

Add to March 22, 2022 Board Meeting for adoption

Meeting adjourned at 5:25 p.m.	
Signed:	Date:
Jacinto Ramos, Jr., C	:hair

TOPIC: APPROVE PROPOSED BOARD OF EDUCATION MEETING DATES FOR THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:

In an effort to allow the District and all stakeholders greater visibility with regards to scheduling and preparation of District events, it is the practice of the Board of Education to approve Board of Education meeting dates in advance.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Proposed Board of Education Meeting Dates for the 2022 2023 School Year
- 2. Decline to Approve Proposed Board of Education Meeting Dates for the 2022 2023 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

Tipprove Troposed Board of Eddedition Meeting Butes for the 2022 2023 Senton Tear		
FUNDING SOURCE	Additional Details	
No Cost	Not Applicable	
<u>COST</u> :		
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:

Board of Education

RATIONALE:

Approval of the proposed 2022 - 2023 school year meeting dates provides more efficiency in the preparation and scheduling of all District events.

INFORMATION SOURCE:

Karen Molinar

BOARD OF EDUCATION

2022-2023 Meeting/Workshop Schedule



Date	Type
August 9, 2022	Workshop (as needed)
August 23, 2022	Regular Meeting
September 13, 2022	Workshop (as needed)
September 27, 2022	Regular Meeting
October 11, 2022	Workshop (as needed)
October 25, 2022	Regular Meeting
November 8, 2022	Regular Meeting
December 13, 2022	Regular Meeting
January 10, 2023	Workshop (as needed)
January 24, 2023	Regular Meeting
February 14, 2023	Workshop (as needed)
February 28, 2023	Regular Meeting
March 7, 2023	Workshop (as needed)
March 28, 2023	Regular Meeting
April 11, 2023	Workshop (as needed)
April 25, 2023	Regular Meeting
May 9, 2023	Workshop (as needed)
May 23, 2023	Regular Meeting
June 13, 2023	Workshop (as needed)
June 27, 2023	Regular Meeting
July 25, 2023	Regular Meeting

TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES EHBC(LOCAL) AND EIE(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:

- EHBC(LOCAL): TASB recommended revisions include references to accelerated instruction and learning committees and directing parents to District's existing grievance policy for educational plans' complaints. The text also explains that parental requests for a student to be assigned to a particular teacher following a student's unsatisfactory performance on a grade 3, 5, or 8 math or reading assessment shall be handled in accordance with the District's administrative procedures.
- EIE(LOCAL): TASB recommended revisions include outdated provisions on grade advancement testing have been removed as a result of House Bill (HB) 4545, including provisions on assignment of retained students, which were based on Administrative Code provisions addressing grade advancement requirements.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Second Reading-Revisions to Board Policies EHBC(LOCAL) and EIE(LOCAL)
- 2. Decline to Approve Second Reading-Revisions to Board Policies EHBC(LOCAL) and EIE(LOCAL)
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

All Schools, Departments and Stakeholders

RATIONALE:

Approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

POLICY RECOMMENDATION SUMMARY PAGE FOR APRIL 26, 2022 BOARD MEETING

- EHBC(LOCAL): TASB recommended revisions include references to accelerated instruction and learning committees and directing parents to District's existing grievance policy for educational plans' complaints. The text also explains that parental requests for a student to be assigned to a particular teacher following a student's unsatisfactory performance on a grade 3, 5, or 8 math or reading assessment shall be handled in accordance with the District's administrative procedures.
- EIE(LOCAL): TASB recommended revisions include outdated provisions on grade advancement testing have been removed as a result of HB 4545, including provisions on assignment of retained students, which were based on Administrative Code provisions addressing grade advancement requirements.

SPECIAL PROGRAMS COMPENSATORY/ACCELERATED SERVICES

EHBC (LOCAL)

Each studentAccelerated / Compensatory **Services**

Students at all grade levels who hashave been identified as being at risk of dropping out of school, who isare not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment, shall be provided accelerated and/or compensatory educational services.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily based on a statemandatedneeds assessment. The principal shall ensure that each identified student is receiving services.

Accelerated Learning Committee

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.

The services provided each student shall be consistent with the goals and strategies established in the District and campus improvement plans and shall be reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.

Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.

(See EIE)

Additional Local Criteria for Compensatory **Education Services** In addition to applying state criteria, the District shall classify as atrisk of dropping out of school any student enrolled in the District's prekindergarten program.

As permitted by law and in accordance with the limitations in law, the District shall provide compensatory education services to such students. [See EHBC(LEGAL)]

DATE ISSUED: 11/12/20217/1/2020 UPDATE 118LDU 2020.08

EHBC(LOCAL)-X

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving Special Education Services Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

Standards for Mastery

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

- Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
- Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Prekindergarten

State guidelines for prekindergarten prevent a student from being retained.

Kindergarten

The decision regarding promotion or retention of a student in kindergarten shall be made by the campus principal or designee.

Grades 1-5

In grades 1–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in the following areas: language arts, mathematics, science, and social studies.

Grades 6–8

In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.

Grades 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI] as follows [see EI]:

DATE ISSUED: 11/12/202110/17/2012 UPDATE 11895 EIE(LOCAL)-X 1 of 4

ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

EIE (LOCAL)

Freshman	0 – 5.5
Sophomore	6 – 11.5
Junior	12 – 18.5
Senior	19

Accelerated Instruction

If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.

Grade Advancement Testing

Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.

Definition of 'Parent'

For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

No Alternate Assessment Instrument The District shall use only the statewide assessment instrument for the third testing opportunity.

Standards for Promotion Upon Appeal If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and

ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

EIE (LOCAL)

 The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

Transfer Students

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

Assignment of Retained Students

In the event a student is not promoted to the next grade level, the District shall nevertheless assign the student to an age-appropriate campus, unless:

- 1. The student's parent requests that the student be assigned to the same or a similar campus setting; or
- 2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:
 - a. Recommendations from the student's teachers.
 - b. Observed social and emotional development of the student.

This provision shall apply only when:

1. A student is 12 years old or older on or before September 1 of the following school year and is retained in grade 5; or when

ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

EIE (LOCAL)

2. A student is 16 years old or older on or before September 1 of the following school year and is retained in grade 8.

Reducing Student Retention

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

TOPIC: APPROVE CLOSEOUT CONTRACT WITH IMPERIAL

CONSTRUCTION, INC., FOR JOB #014-212 AND AUTHORIZE FINAL

PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL

IMPROVEMENT PROGRAM

BACKGROUND:

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk (CMAR), Imperial Construction, Inc., for pre-construction services for Job No. 014-212 (CMAR Request for Qualifications (RFQ) #19-105), Southwest High School. On June 11, 2019, the BOE approved the authorization of the Guaranteed Maximum Price that included renovations for Career and Technology Education (CTE) programs to create 21st century learning, renovations to the media center that incorporated an open and collaborative environment, added a new main entry with a secured vestibule, and various cosmetic improvements throughout the building.

Original Contract with		Original Substantial	
Guaranteed Maximum Price:	\$24,507,500.00	Completion Date:	August 31, 2021
Final Deductive Change		Substantial Completion	
Order:	(\$0.18)	Date Increased:	59 days
		Final Substantial	
Final Contract Amount:	\$24,507,499.82	Completion Date:	October 29, 2021
Previously Paid:	(23,353,142.60)		
Final Payment Due:	\$1,154,357.36		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

FUNDING SOURCE: Additional Details

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$1,154,357.36

VENDOR:

Imperial Construction, 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 Southwest High School

RATIONALE:

Imperial Construction, Inc., has completed all work as required per the terms of their Contract for renovations at Southwest High School. The work has been inspected by Parkhill Smith & Cooper, Inc. and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris

TOPIC: APPROVE CLOSEOUT CONTRACT WITH MID STATE ENERGY, LLC

FOR JOB #014-243 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT

PROGRAM

BACKGROUND:

On May 21, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with Mid State Energy LLC, to perform an energy savings performance assessment for Job No. 014-243 (Request for Qualifications (RFQ) #19-097), Southwest High School in an amount not-to-exceed of \$10,000.00. On January 28, 2020, the BOE approved the authorization to negotiate and enter into a Guaranteed Maximum Price (GMP) of \$9,200,000 to include a complete mechanical conversion of the entire school such as packaged rooftop units, a chilled water system, and geothermal system. Additionally, all lighting (interior and exterior) will be converted to Light-Emitting Diode (LED) and a new energy management system would be installed to ensure the project would meet or exceed the energy efficiency goals outlined in the agreement.

Original Contract with	
Guaranteed Maximum Price:	\$9,198,690.00
Previously Paid:	(\$8,738,755.51)
Final Payment Due:	\$459,024.49

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Closeout Contract with Mid State Energy, LLC, for Job #014-243 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- 2. Decline to Approve Closeout Contract with Mid State Energy, LLC, for Job #014-243 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- 3. Remand to Staff for Further Study

FUNDING SOURCE: Additional Details

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$459,024.49

VENDOR:

Mid State Energy, LLC

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program Southwest High School

RATIONALE:

Mid State Energy, LLC., has completed all work as required per the terms of their Contract for energy performance contracting. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR

CONSTRUCTION MATERIALS TESTING SERVICES FOR THE 2021

CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-044) entitled "Construction Materials Testing Services for the 2021 Capital Improvement Program (CIP) with the following schedule of events:

Event	Date
RFQ Issued	March 7, 2022
Deadline for Submission of Questions	March 16, 2022
Statements of Qualifications Due	March 23, 2022
Selection Notification	April 27, 2022

On March 23, 2022, the District received 20 Statements of Qualifications (SOQs) from firms in response to the RFQ. All 20 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. HVJ-North Texas – Chelliah Consultants, Inc.(HVJ)
Intertek – Professional Service Industries, Inc. (PSI)

ARIAS JRB Engineering, LLC

Braun Intertec Corporation Mas-Tek Engineering & Associates, Inc.

CMJ Engineering & Testing, Inc. RABA Kistner, Inc.

D&S Engineering Labs, LLC Rone Engineering Services, Ltd.

ECS Southwest, LLP STL Engineers

ETTL Engineers & Consultants, Inc. Terracon Consultants, Inc. Fugro USA Land, Inc. Tolunay-Wong Engineers, Inc.

Globe Engineers, Inc.

TSIT Engineering & Consulting, LLC

The evaluation resulted in the recommendation of the top 12 firms for construction materials testing 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 Construction Materials Testing Services for the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Enter into Contracts for Construction Materials Testing Services for the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-M42-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$3,000,000 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:

Alliance Geotechnical Group, Inc.*	STL Engineers*
Alpha Testing, Inc.	Intertek-Professional Services Industries, Inc. (PSI)
Terracon Consultants, Inc.	ARIAS*
Fugro USA Land, Inc.	Mas-Tek Engineering & Associates, Inc.*
TSIT Engineering & Consulting, LLC*	Globe Engineers, Inc.*
D&S Engineering Labs, LLC*	Rone Engineering Services, Ltd.
*Denotes HUB Firm	

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-044

Number of Bid/Proposals Received: 20

HUB Firms: 11

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:

Construction materials testing services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter 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 Construction Materials Testing Service RFQ# 22-044

		Average Score for Evaluators A, B, C								
Proposer Name:	HUB / JV	1. Firm Profile	2. Firm Educational Project Experience	3. Personnel	4. Workload	5. HUB consolidated Score	6. References	7. Dun & Bradstreet	Total Score (Out of 100 Possible Points)	Rank
Maximum Available Points per C	ategory =>	7	25	20	20	20	5	3	100	
Alliance Geotechnical Group	HUB	6.33	21.67	19.33	18.67	16.25	4.58	3.00	89.83	1.00
Alpha Testing		7.00	24.67	19.67	19.00	9.00	4.96	3.00	87.30	2.00
Arias	HUB	4.33	18.67	18.67	19.00	14.00	3.00	3.00	80.67	9.00
Braun Intertec Corporation		6.00	19.00	19.00	18.67	7.50	1.50	3.00	74.67	19.00
CMJ Engineering and Testing, Inc.		6.00	20.67	18.67	17.33	8.50	5.00	3.00	79.17	13.00
D&S Engineering Labs, LLC	HUB	5.00	20.33	18.00	18.67	13.50	4.88	3.00	83.38	6.00
ECS Southwest, LLP		4.33	18.00	19.33	19.33	8.50	3.17	3.00	75.66	17.00
ETTL Engineers	HUB	5.00	19.67	16.67	17.67	13.00	1.67	3.00	76.68	15.00
Fugro USA Land, Inc.		6.33	24.00	19.33	19.33	8.50	3.08	3.00	83.57	4.00
Globe Engineers	HUB	5.67	22.00	16.00	16.67	13.25	2.83	3.00	79.42	11.00
HVJ Associates	HUB	5.00	19.00	18.00	16.67	12.50	4.75	3.00	78.92	14.00
Intertek- PSI		6.33	22.33	18.33	18.67	10.25	4.21	1.50	81.62	8.00
JRB Engineering, LLC	HUB	5.67	16.67	16.00	17.00	13.25	3.33	1.50	73.42	20.00
Mas-Tek Engineering	HUB	6.33	20.67	17.33	17.67	12.75	4.75	1.00	80.50	10.00
RABA Kistner		6.00	20.00	16.33	17.00	9.00	4.83	3.00	76.16	16.00
Rone Engineering Services, Ltd.		5.67	24.00	19.33	19.00	8.00	3.33	0.00	79.33	12.00
STL Engineers	HUB	6.00	20.33	18.33	17.33	14.00	5.00	1.50	82.49	7.00
Teracon Consultants, Inc.		7.00	24.00	19.33	19.00	9.75	3.33	2.00	84.41	3.00
Tolunay-Wong Engineers, Inc.	HUB	5.33	17.33	16.67	16.00	13.50	3.33	3.00	75.16	18.00
TSIT Engineering & Consulting, LLC	HUB	6.33	19.67	18.33	18.67	14.25	3.31	3.00	83.56	5.00

TOPIC: APPROVE AUTHORIZATION TO ENTER CONTRACTS FOR

INSURANCE ADMINISTRATION SERVICES FOR THE 2021 CAPITAL

IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Proposals (RFP 22-043) entitled "Insurance Administration Services for the 2021 Capital Improvement Program (CIP)" with the following schedule of events:

Event	Date
RFP Issued	March 31, 2022
Deadline for Submission of Questions	April 6, 2022
Bid Proposals Due	April 14, 2022
Selection Notification	April 14, 2022

On April 14, 2022, the District received <u>one (1)</u> Request for Proposals (RFPs) from firms in response to the RFP. The one (1) RFP submitted was deemed responsive and compliant with the RFP requirements.

HUB International

The evaluation resulted in the recommendation of the top firm for insurance administration services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firm identified above as qualified provider of Insurance Administration 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 Contracts for Insurance Administration Services for the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Enter Contracts for Insurance Administration Services for the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-B49-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$300,000

VENDOR:

HUB International

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-043

Number of Bid/Proposals Received: 1

HUB Firms: 0

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:

Insurance Administration Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter contracts for these services will enable the District to move forward with the procurement of the 2021 CIP projects.

INFORMATION SOURCE:

Vicki Burris

TOPIC: APPROVE CITIZENS' OVERSIGHT COMMITTEE (COC) MEMBERS FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Citizens' Oversight Committee (COC) is composed of community members recommended by the Superintendent and approved by the Board. Nominees will have expertise in areas such as architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, workforce and economic development, or parent leadership. The COC will be responsible for providing quarterly reports to the Board with its recommendations regarding such issues of historically underutilized businesses, environmental stewardship, and stakeholder satisfaction.

The COC will be responsible for providing reports to the Board of Education with its recommendations regarding such issues as program management, compliance with policies and procedures, use of historically underutilized businesses, environmental stewardship and stakeholder satisfaction.

<u>Trustee</u>	Recommendation 1	Recommendation 2			
District 1 – Ramos	Jesse Rios	Claudia Palacios			
District 2 – Jackson	Glen Forbes	James Petty			
District 3 – Phillips	Joshua Rivers	Larry Braziel			
District 4 – Vacant	Drayone Jones	Stacey Marshall			
District 5 – Evans	Kevin Lynch	Gary Gray			
District 6 – Darr	Jody Sanders	Felicia Bell			
District 7 – Ryan	Amanda Christman	Mayor Jason Ward			
District 8 – Luebanos	Nelcy Cardenas	Scot Wood			
District 9 - Martinez	Elizabeth (Libby) Barker Willis	Miguel Martinez			
Dr. Kent P. Scribner	Steven Poole	Ken Kuhl			

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Citizens' Oversight Committee (COC) Members for the 2021 Capital Improvement Program
- 2. Decline to Approve Citizens' Oversight Committee (COC) members for the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

CIP 2021 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 Ouote and Emergency Affidavit

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

Capital Improvement Program

RATIONALE:

The appointment of individuals to the Citizens' Oversight Committee (COC) will ensure compliance with Board Policy BDB; Board Internal Organization: Internal Committees, in which "the Board, meeting in a study session, shall review matters pending before special or standing committees that pertain to the business and educational policies of the District." Specifically, the policy allows the Board to establish special committees to advise it and staff on matters of interest

or to provide long-term oversight of ongoing operations matters. The COC would be charged with monitoring the District's Capital Improvement Program and advising the Board members and the Superintendent of any program issues. Community participation on such committees strengthens the involvement in public education of those community members who have specific expertise in various subject areas.

INFORMATION SOURCE:

Vicki Burris

TOPIC: APPROVE TEXAS EDUCATION AGENCY (TEA) WAIVER REQUEST

FOR "MISSED SCHOOL DAY" DUE TO AN ELECTRICAL FIRE AT

SOUTH HILLS ELEMENTARY SCHOOL

BACKGROUND:

The Texas Education Code (TEC) Section 25.081 requires a school district for each school year to operate for at least 75,600 minutes. A District may request a waiver to TEC Section 25.081 if instructional minutes are missed due to disaster, flood, extreme weather conditions, fuel curtailment or another calamity.

Due to an electrical fire, South Hills Elementary School was closed on Tuesday, March 22, 2022; therefore, no instruction was given on this day. As of March 22, 2022, the District had used the additional minutes (two make-up days) that were built into the calendar to accommodate missed school days and still meet the annual operational and instructional minute requirement. Therefore, the District must request a waiver from the Texas Education Agency (TEA) for the one missed school day at South Hills Elementary School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Texas Education Agency (TEA) Waiver Request for "Missed School Day" Due to an Electrical Fire at South Hills Elementary School
- 2. Decline to Approve Texas Education Agency (TEA) Waiver Request for "Missed School Day" Due to an Electrical Fire at South Hills Elementary School
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

South Hills Elementary School

RATIONALE:

The waiver will allow the missed school day (1) to be considered as a non-instructional day by TEA.

INFORMATION SOURCE:

Karen Molinar

TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICY BDAA(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:

• BDAA(LOCAL): recommendation for removal of second vice president position

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Second Reading-Revisions to Board Policy BDAA(LOCAL)
- 2. Decline to Approve Second Reading-Revisions to Board Policy BDAA(LOCAL)
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

All Schools, Departments and Stakeholders

RATIONALE:

Approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

POLICY RECOMMENDATION SUMMARY PAGE FOR April 26, 2022 BOARD MEETING

• BDAA(LOCAL): Revisions recommended for removal of the Second Vice-President position.

OFFICERS AND OFFICIALS DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA (LOCAL)

BOARD OFFICERS

At the first regular meeting following each May election, the Board shall elect a President, a First Vice President, a Second Vice President, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting.

The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

VACANCY

A vacancy among officers of the Board shall be filled by majority action of the Board in accordance with the provisions below. In the event a Trustee is not reelected and is in the line of succession, the Trustee who is next in line steps into the place of the Trustee who was not reelected.

In the event a vacancy occurs for all officers at the same time, the Board may elect each officer by a majority vote. In this circumstance, the provisions below, regarding succession, will apply for the election of officers the following year.

TERM AND DUTIES

Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. For continuity, officers are encouraged to seek an additional term after their first term. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

The District may employ clerks whose duty will be to perform such clerical work as may devolve upon the Secretary of the Board and as may be requested by the President of the Board or by the Superintendent.

The District shall employ an executive secretary to perform day-today secretarial services for the Board under the direction of the Superintendent and the Board President.

PRESIDENT

In addition to the duties required by law, the President of the Board shall:

- Immediately prior to being selected as President served as Board Vice President. Preside at all Board meetings unless unable to attend.
- Have received training on how to be Board President of a School Board of Trustees. Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
- Have served as chair of at least one existing school board committee. Call special meetings of the Board.

DATE ISSUED: 6/15/3/10/202217 LDU 2017.05 BDAA(LOCAL)-X

OFFICERS AND OFFICIALS DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA (LOCAL)

- 4. Preside at all Board meetings unless unable to attend.
- 5. Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
- 6. Call special meetings of the Board.
- 7. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- 8. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
- 9. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised,* as modified by Board policy.
- 10. Perform all customary duties of the office and other duties as may be required by law or the Board.

FIRST VICE PRESIDENT

The First Vice President of the Board shall:

- Immediately prior to being selected as Vice President served as Board Secretary. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
- 2. Have served as a chair on at least one school board committee. Become President only upon being elected to the position.
- Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
- 4. Become President only upon being elected to the position.
- 5. Perform other duties as prescribed by the Board.

SECOND VICE PRESIDENT

The Second Vice President of the Board shall:

- Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President and the First Vice President.
- 2. Perform other duties as prescribed by the Board.

SECRETARY

The Secretary of the Board shall:

 Act in the capacity and perform the duties of the presiding officer in the absence of the President and the First and Second Vice Presidents of the Board

DATE ISSUED: 6/15/3/10/202217 LDU 2017.05 BDAA(LOCAL)-X

OFFICERS AND OFFICIALS DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA (LOCAL)

- 2. Countersign all warrants for school money drawn upon the depository by order of the Board.
- 3. Attest to the signature of the President on all contracts and legal documents.
- 4. Perform other functions as may be required by applicable statutes and Board policies.

In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

DATE ISSUED: 6/15/3/10/202217 LDU 2017.05

BDAA(LOCAL)-X

398 ADOPTED:

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 April 22, 2022, at 5:00 p.m."

Christian Alvarado Coordinator

Christian Alvarado

Board of Education