

*Board of Education  
Board Workshop  
March 22, 2022*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on Tuesday, March 22, 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 ATT&T U-verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

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

Those who need a sign language interpreter, email [amanda.coleman@fwisd.org](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, March 21, 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. Energy Star Designated Campuses
4. LONE STAR GOVERNANCE
  - A. Goal 3: College and Career Readiness (*P and A*)
  - B. Board Quarterly Review (*P and A*)
  - C. Continue Developing Board Self-Constraints (*V and G*)

**5. REPORTS (*P and A*)**

- A. Technology Update
- B. Bilingual Education Update
- C. Special Education Update

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

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

**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	7
1. February 22, 2022 - Regular Minutes	9
2. March 8, 2022 - Workshop Minutes	20
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	24
2. Approve Ratification of Azure Cloud Expenditures to Support Career and Technology Education (CTE)	27
3. Approve Safety Surface Replacement for Playgrounds at 12 Elementary Schools	32
4. Approve Chillers for I.M. Terrell Academy for STEM and VPA	48
5. Approve Purchase of Pre-Kindergarten and Kindergarten Learning Kits	56
6. Approve Purchase of Perkins Reserve Grant Insurance	59
7. Approve Purchase of Ten (10) Buses	63
8. Approve Purchase of Virtual Desktop and Disaster Recovery Support Services	83
9. Approve Purchase of Network Equipment and Installation Services for Schools	86
10. Approve Purchase of Cybersecurity Services for Email	91
11. Approve to Negotiate and Enter into a Contract for Restroom Restoration at Lily B. Clayton Elementary School	97

12. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for Abatement Consulting Services	99
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	101
14. Approve Additional Funding for Pre-Kindergarten Adoption Materials Called from State Proclamation 2021	104
15. Approve Additional Funds for Phase 1 of Private Long Term Evolution (LTE) Network for Secure Home Internet Access	111
C. Approve Clinical Partnership Agreement with a Health Pharmacy to Provide Program of Study at Four (4) High Schools	117
D. Approve Clinical Partnership Agreement with a Nursing and Rehabilitation Center to Provide Program of Study at Four (4) High Schools	124
E. Approve Memorandum of Understanding with Child Care Associates to Provide Early Care and Education Services	132
F. Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment	148
G. Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2021-2022 Adult Education Program	155
H. Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHBC(LOCAL) and EIE(LOCAL)	160
I. Approve Second Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)	171
J. Approve February 22, 2022 and March 22, 2022 Goal Progress Measures Reports	177
K. Approve Lone Star Governance Board Self-Constraints from the March 22, 2022 Board Meeting	179
L. Approve Budget Amendment for the Period Ended February 28, 2022	181
M. Approve Adoption of Board Operating Procedures Manual	186
N. Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2021 Capital Improvement Program	210
O. Approve Budget Transfer from the 2017 Capital Improvement Program Administrative Budget to the Career and Technology Education (CTE)	216
P. Approve Authorization to Continue the Escrow Account with the City of Fort Worth to Pay Fees for the 2021 Capital Improvement Program	218



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	220
R. Approve Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2021 Capital Improvement Program	223
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	225
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	233
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	235

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

**10. EXECUTIVE SESSION (*S and T*)**

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
  - 1. 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*)**

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

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

A. Item/Items Removed from Consent Agenda

B. Personnel

**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

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. 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

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

G. Approve Resolution Agreement with SodexoMagic, LLC

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

I. Approve Adoption of Resolution and Order of Special Election for District One 237

J. Approve Resolution and Order Adopting Polling Locations for the May 7, 2022 Special District One Election 242

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)

**15. PUBLIC COMMENT OF GENERAL NATURE OR TOPIC NOT SPECIFICALLY LISTED ON THE AGENDA (*OTHER*)**

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

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

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

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

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

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board of Education Meeting Minutes

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

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

**INFORMATION SOURCE:**

Karen Molinar

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on February 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 February 22, 2022, that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 5:30 p.m. at the 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 February 18, 2022, at 2:30 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

#### RETURN OF THE MEETING FEBRUARY 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 February 18, 2022, at the Administration Building 100 North University Drive, Fort Worth, Texas.

Given under my hand on February 18, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
School Board Secretary, Carin "CJ" Evans, District 5  
Trustee Jacinto Ramos, Jr., District 1 (Arrived at 5:34)  
(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 Garbiay, Executive Director 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 5:32 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITIONS (OTHER)

A. Fort Worth Independent School District School Counselors

Claudia Garibay gave the Fort Worth Independent School District School Counselors Recognition. Several school counselors were recognized.

B. Facebook/Meta

Senior Communications Officer, Barbara Griffith, gave the Facebook/Meta Recognition. Several Facebook Representatives were recognized.

C. Jim Austin and Gloria Austin from the National Multicultural Western Heritage Foundation

Claudia Garibay gave this recognition. Jim Austin and Gloria Austin were recognized.

D. Ms. Opal Lee, the "Grandmother of Juneteenth"

Barbara Griffith gave this recognition. Opal Lee was recognized.

4. LONE STAR GOVERNANCE

A. Goal Progress Measure Updates - Goal 1: Early Literacy and Goal 2: Early Math (P and A)

Assistant Superintendent of Accountability and Data Quality, Sara Arispe, Chief of Schools, Jerry Moore, and Chief of Academics, Marcey Sorensen updated the Board on the Lone Star Governance *Goal Progress Measure Updates - Goal 1: Early Literacy and Goal 2: Early Math*.

President Jackson called for a five (5) minute recess before moving to Reports/Presentations.

5. REPORTS/PRESENTATIONS

A. Talent Management: Intentionality in Action (P and A)

President Jackson called for an additional five (5) minute break before Reports/Presentations commenced.



Chief Talent Officer, Raúl Peña gave the *Talent Management: Intentionality in Action* presentation.

B. Elementary and Secondary School Emergency Relief (ESSER) III Funding Update and Safe Return to In-Person Instruction and Continuity of Services Review (S and T)

Deputy Superintendent Karen Molinar, Chief of Student Support Services, Cherie Washington, Chief Innovation Officer, David Saenz, Chief Financial Officer, Carmen Arrieta-Candelaria, Marcey Sorensen, and Jerry Moore gave this report.

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

**Speakers:**

Miriam Lambert  
Jennifer Crossland  
Mike Cee  
Wanda McKinney  
Missie Carra  
Amie Super  
Hollie Plemons

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

-CJ Evans mentioned she will recuse herself from voting on Consent Agenda Item 8.B.5 *Approve Synthetic Turf Replacement and Track Resurfacing.*

-Anne Darr mentioned she will recuse herself from voting on Consent Agenda Item 8.B.3. *Approve Updated Amount for Shared Services for the Provisions of Equitable Services to Participating Private Nonprofit Schools* due to employment.

-Anne Darr requested Consent Agenda Item 8.I. *Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports* be pulled from Consent Agenda.

-Anael Luebanos had a question on Consent Agenda Item 8.B.15. *Approve Purchase of Laptops for Teachers and High School Students.*


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. January 18, 2022 - Special Minutes
2. January 25, 2022 - Regular Minutes
3. February 8, 2022 - Special Minutes

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

1. Ratify Emergency Purchase of Equipment and Services for Fire Alarm Replacement

 Fire Alarm Replacement

2. Approve Additional Funding to Expand Contracts for Behavioral Health Services

 Behavioral Health Services


3. Approve Updated Amount for Shared Services for the Provision of Equitable Services to Participating Private Nonprofit Schools

 Provision of Equitable Services


4. Approve Selection of the District's Workers Compensation Third-Party Administrator (TPA) and Medical Cost Containment Vendor

 District's Workers Compensation


5. Approve Synthetic Turf Replacement and Track Resurfacing

 Turf Replacement and Track Resurfacing

6. Approve Safety Surface Replacement for Playgrounds at Three Elementary Schools

 Safety Surface Replacement


7. Approve Building Repairs at the Northside Family Resource Center

 Building Repairs


8. Approve Construction of Automatic Wash Bay for the Clark Transportation Facility











 Wash Bay Clark


9. Approve Alternative Shuttle Service

 Alternative Shuttle Service


10. Approve Purchase of Simulated Welders

 Simulated Welders


11. Approve Purchase of Local Area Network Firewall (E-Rate Eligible)  
 Local Area Network Firewall
12. Approve Purchase of Local Area Network Maintenance (E-Rate Eligible)  
 Local Area Network Maintenance
13. Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)  
 Network Electronics and Wireless Upgrades
14. Approve Purchase of Equipment and Installation Services for Public Address (PA) System Replacements  
 Public Address System Replacement
15. Approve Purchase of Laptops for Teachers and High School Students  
 Laptops
16. Approve Purchase of Marching Band Uniforms for Southwest High School  
 Marching Band Uniforms
17. Approve Purchase of a Student - Centered Literacy Resource for Elementary Students  
 Student - Centered Literacy Resource
18. Approve Purchase of Talent Management Marketing Support  
 Talent Management Marketing Support
19. Approve Purchase of Fort Worth Independent School District Service Awards  
 Service Awards
20. Approve Purchase of Compensation Systems Review  
 Compensation Systems Review
21. Approve Consultant Services to Execute the Evaluation and Academic Return of Investment for the Elementary and Secondary School Emergency Relief (ESSER) Funds

 Consultant Services

22. Approve Agreement to Facilitate the Development of a Comprehensive Multi-Tiered Systems of Support (MTSS) Framework and a District Wide Implementation Plan

 Multi-Tiered Systems of Support Framework


23. Approve Energy Savings Contract Addendum

 Energy Savings Contract


24. Approve Cyber Liability and Cyber Crime Insurance Renewals

 Cyber Liability and Cyber Crime Insurance

- C. Approve Renewal Interlocal Agreement with the City of Fort Worth to Conduct Research Activities in Trinity Park

 Trinity Park

- D. Approve Letter of Agreement with Challenge of Tarrant County to Provide Parent University Stipends

 Parent University Stipends

- E. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for the May 7, 2022 Special Election

 Adopting Polling Locations

- F. Approve Appraisers for the T-TESS Appraisal System Certified as of October 26, 2021

 T - TESS Appraisal

- G. Approve Budget Amendment for the Period Ended January 31, 2022

 Budget Amendment

- H. Approve Quarterly Investment Report for the Period: October 1, 2021 - December 31, 2021

 Quarterly Investment Report

- I. Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports

Lone Star Governace

- J. Approve First Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)

First Reading-Revisions

- K. Approve Second Reading-Revisions to Board Policies EHAA(LOCAL) and FFCA(LOCAL)

Second Reading-Revisions

- L. Approve Minutes from the January 20, 2022 Board Policy Committee Meeting

Board Policy Committee Meeting

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

The meeting was recessed at 8:59 p.m. to move into Executive Session.

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

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

1. Discussion Regarding Proposed Resolution of HRC Charge No.:31A-2021-120 and EEOC Charge No.: 31A-2021-00121
2. 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)

1. Comptroller
2. Senior Officer, Enterprise Application and Customer Experience
3. Executive Director, Facilities Planning

- 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 10:33 p.m.

12. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Jacinto Ramos, Jr., seconded by Quinton Phillips, to approve Accept Consent Agenda with the EXCEPTION of Consent Agenda Item 8.I. *Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports* which was pulled.

The motion was unanimously approved.

-CJ Evans recused from voting on Consent Agenda Item 8.B.5. *Approve Synthetic Turf Replacement and Track Resurfacing.*

-Anne Darr recused from voting on Consent Agenda Item 8.B.3. *Approve Updated Amount for Shared Services for the Provision of Equitable Services to Participating Private Nonprofit Schools* due to employment.

13. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

No action was taken.

B. Personnel

1. Comptroller
2. Senior Officer, Enterprise Application and Customer Experience
3. Executive Director, Facilities Planning

Motion was made by Anne Darr, seconded by Jacinto Ramos, Jr., to approve Personnel.

The motion was unanimously approved.

Karen Molinar introduced the personnel appointments as follows:

Comptroller - Maria Chavez

Senior Officer, Enterprise Application and Customer Experience - Keisha Crowder Davis

Executive Director, Facilities Planning - Mike Naughton

14. ACTION AGENDA ITEMS (S and P)

A. Approve Resolution Agreement Re: HRC Charge No.:31A-2021-120 and EEOC Charge No.:31A-2021-00121

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve Resolution Agreement Re: HRC Charge No.:31A-2021-120 and EEOC Charge No.:31A-2021-00121.

The motion was unanimously approved.

B. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Continued Wage Payments Pursuant to Board Policy DEA(LOCAL)

 Wage Payments

Motion was made by Roxanne Martinez, seconded by Anne Darr, to approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Continued Wage Payments Pursuant to Board Policy DEA(LOCAL).

C. Consider the Complaint Hearing of Todd Daniel, Hollie Plemons, and Kerri Rehmeier (Convene in Closed Session, if Necessary)

1. 15 Minutes - Presentation by Complainants and/or Representative(s)
2. 15 Minutes - Presentation by District Representative
3. 15 Minutes - Questions from Board Members
4. 15 Minutes - Board Deliberation
5. Render Decision, if any, on the Complaint Hearing.(In Open Session)

At the advice of Board Counsel, the Board took no action on this item.

15. PUBLIC COMMENT OF GENERAL NATURE OR ON TOPICS NOT SPECIFICALLY LISTED ON THE AGENDA (OTHER)

Speakers:

Sharron Hives  
Olivia Castello  
Maya Perez  
Scott Blanco Davis  
Lynn Davenport  
Angie Blake  
Jennifer Crossland  
Mike Cee  
Missie Carra  
Amie Super

Hollie Plemons  
Mary Dunlop  
Mary Catherine Nolan  
Kristi Beck

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

The following trustees made comments:

Anne Darr  
Jacinto Ramos, Jr.  
Roxanne Martinez

17. ADJOURN (OTHER).

The meeting was adjourned at 12:40 a.m.

/s/ Christian Alvarado  
Board of Education

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



MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on March 8, 2022.

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

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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 3, 2022, at 2:30 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

#### RETURN OF THE MEETING MARCH 8, 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 3, 2022, at the Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on March 3, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
School Board Secretary, Carin "CJ" Evans, District 5  
Trustee Jacinto Ramos, District 1 (Arrived at 6:06 p.m.)  
(Vacant), District 4  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8 (Arrived at 5:58 p.m.)  
Trustee Roxanne Martinez, District 9

The following administrators were present:

Karen Molinar, Deputy Superintendent  
Cynthia Rincón, Chief of Risk, Ethics, and Compliance

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER (OTHER).

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

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

Speakers:  
Sam Cook  
Todd Daniel  
Keri Rehymer  
Hollie Plemmons  
Mike Cee

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

The Board workshop was recessed at 5:44 p.m. to move into Executive Session.

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

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

1. Discussion on Superintendent Search Timeline

2. Board Operating Procedures

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)

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

The workshop was reconvened at 8:52 p.m.

Jacinto Ramos, Jr. made a comment before the meeting adjourned.

6. ADJOURN (OTHER).

The Board workshop ended at 8:59 p.m.

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:       RATIFY ADDENDUM FOR SOFTWARE MAINTENANCE SERVICES  
USED BY THE CHILD NUTRITION SERVICES DEPARTMENT**

**BACKGROUND:**

In 2020, the Board approved a multi-year renewal of the Master Software and Services Contract (MCS) Software for the Child Nutrition Services Department. The annual maintenance service covers the licenses and software support for the MCS Software Suite, which included point of sale, ordering inventory, and meal application processing,

MCS acquired MealViewer in 2021 as part of their software suite, resulting in the District no longer obtaining this component directly from MealViewer. As a result of the acquisition and the District's need to continue the use of this component, an addendum to the original MCS contract has recently been obtained and requires ratification. The District has used MealViewer provided through MCS since July 1, 2021, and will continue its use through the end of the original contract with MCS on June 30, 2024. MealViewer is a digital display that provides a visual perspective of the menu to students, parents and staff. It also provides dietary and allergen information to school nurses and staff. The additional cost associated with this is \$24,570 per year for three (3) years, totaling \$73,710. Payment for July 1, 2021, through June 30, 2022, is also due.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Ratify Addendum for Software Maintenance Services Used by the Child Nutrition Services Department
2. Decline to Ratify Addendum for Software Maintenance Services Used by the Child Nutrition Services Department
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Ratify Addendum for Software Maintenance Services Used by the Child Nutrition Services Department

**FUNDING SOURCE:**        *Additional Details*

Special Revenue                      701-35-6399-001-999-99-540-000000

**COST:**

\$73,710

*(Addendum for Three (3) years of added software maintenance (\$24,570 x 3))*

**VENDOR:**

Heartland School Solutions

**PURCHASING MECHANISM:**

**Sole Source**

This purchase is in accordance with the Texas Education Code Section 44.031(j) regarding school district purchases available from only one source. 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:**

Child Nutrition Services  
All Schools

**RATIONALE:**

The software maintenance services are necessary for the operation of the Child Nutrition Services Department.

**INFORMATION SOURCE:**

Joseph Coburn

**Fourth Addendum to the Master Software and Services Contract**

**between**

**Heartland Payment Systems, LLC dba Heartland School Solutions and Fort Worth ISD**

This Fourth Addendum is made and entered into this 1st day of March 2022, by and between Heartland Payment Systems, LLC dba Heartland School Solutions (“Heartland”), having its principal office at 765 Jefferson Road, Suite 400, Rochester, NY 14623, and Fort Worth Independent School District (the “District”), having its principal place of business at 100 N. University Drive, Fort Worth, TX 76107. Heartland and the District may collectively referred to as the “Parties” or individually as a “Party”. The Parties agree as follows:

WHEREAS, the District and Heartland entered into a Master Software and Services Contract (“Agreement”) dated January 30, 2015, pursuant to which Heartland agreed to provide the District certain school nutrition and point of sale software services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to modify the Agreement pursuant to the terms and conditions in this Fourth Addendum, whereby both Parties agree to the following changes:

1. The Parties hereby agree to extend support services to the District as outlined in the original Master Software and Services Contract beginning July 1, 2020 as follows:

**Year 2- July 1, 2021- June 30, 2022- \$98,154 (Fort Worth has paid for services in full) + MealViewer- July 1, 2021- June 30, 2022= \$24,570**

**Year 3- July 1, 2022- June 30, 2023- \$98,154+ MealViewer \$24,570=\$122,724**

**Year 4- July 1, 2023- June 30, 2024- \$99,626+ MealViewer \$24,570=\$124,196**

Other than as amended in this document, the terms and conditions as specified in the original Agreement for Award will govern.


All other terms and conditions of the Agreement shall remain in full force and effect.

Each person signing this Fourth Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to the changes set forth herein.

**Fort Worth ISD**

**Heartland School Solutions**

\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Jeremy Loch, SVP & General Manager,  
School Solutions

\_\_\_\_\_  
Date

2/28/22

\_\_\_\_\_  
Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**       **APPROVE RATIFICATION OF AZURE CLOUD EXPENDITURES TO SUPPORT CAREER AND TECHNOLOGY EDUCATION (CTE)**

**BACKGROUND:**

Ratification is requested for Azure cloud services expenditures. The Azure services are used to support Career and Technology Education (CTE) virtual environments, where students access digital content and applications.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Ratification of Azure Cloud Expenditures to Support Career and Technology Education (CTE)
2. Decline to Approve Ratification of Azure Cloud Expenditures to Support Career and Technology Education (CTE)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**       *Additional Details*

General Fund                   198-53-6399-001-999-99-423-000000

**COST:**

\$305,201.55



**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, Contract 081419-CDW. 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 Career and Technology Education (CTE) students

**RATIONALE:**

The purchased provides students with the necessary access to content and applications for CTE courses

**INFORMATION SOURCE:**

Marlon Shears



## CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

### Products & Services

Contract Documents

Pricing

Contact Information


## Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

[Locate your local dealer or representative](#)

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at: [cdwg.com/sourcewell](http://cdwg.com/sourcewell) 

### Become a Member

Simply complete the [online application](#) or contact the Client Development team at [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov) or 877-585-9706.

### Search Vendors & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

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**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE SAFETY SURFACE REPLACEMENT FOR PLAYGROUNDS  
AT 12 ELEMENTARY SCHOOLS**

**BACKGROUND:**

Playground surfaces are regularly assessed at all elementary schools. During the most recent assessment, it was determined that playground surfaces at 12 campuses have an immediate need for replacement. A playground surface is the material that lies under and around the playground equipment, providing child safety and the American with Disabilities (ADA) wheelchair accessibility. Repair of these surfaces is no longer an option due to an unexpected product discontinuation caused by supply chain issues. A pour in place surface has been selected, offering durability and high elasticity. This upfront expenditure will require less maintenance than the previous surface.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Safety Surface Replacement for Playgrounds at 12 Elementary Schools
2. Decline to Approve Safety Surface Replacement for Playgrounds at 12 Elementary Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Safety Surface Replacement for Playgrounds at 12 Elementary Schools

**FUNDING SOURCE:       *Additional Details***

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

**COST:**

\$487,807.20

**VENDOR:**

Playground Solutions of Texas

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 592-19. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

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

Bill J. Elliott Elementary School	The Leadership Academy at John T. White	Atwood McDonald Elementary School	Sam Rosen Elementary School
W.J. Turner Elementary School	Bonnie Brae Elementary School	Burton Hill Elementary School	M.L. Phillips Elementary School
Sunrise Elementary School	Oaklawn Elementary School	Carroll Peak Elementary School	Glen Park Elementary School
District Operations			

**RATIONALE:**

By replacing playgrounds surfaces, the students will enjoy their recreation and exercise time is without any safety issues.

**INFORMATION SOURCE:**

Joseph Coburn

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



## Estimate

### Name / Address

Fort Worth ISD\_W.J. Turner  
 Elementary  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

WJ Turner Elementary  
 3001 Azle Ave  
 Fort Worth TX 76106

Estimate # 210652  
 Date 2/23/2022  
 Exp Date 3/25/2022

Terms

Net 30

Job Number

210652

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

Subtotal \$45,129.60

Sales Tax (8.25%) \$0.00

**TOTAL \$45,129.60**

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



## Estimate

### Name / Address

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

### Ship To

Fort Worth ISD\_Burton Hills  
 Elementary  
 519 Burton Hills Road  
 Fort Worth, TX 76114

Estimate # 210651  
 Date 2/23/2022  
 Exp Date 3/25/2022

Terms

Net 30

Job Number

210651

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

Subtotal \$45,129.60

Sales Tax (8.25%) \$0.00

**TOTAL \$45,129.60**



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



## Estimate

### Name / Address

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

### Ship To

Fort Worth ISD Carroll Peak  
 Elementary  
 1201 E. Jefferson Street  
 Fort Worth, TX 76104

Estimate # 210648  
 Date 2/23/2022  
 Exp Date 3/25/2022

Terms

Net 30

Job Number

210648

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

Subtotal \$45,129.60

Sales Tax (8.25%) \$0.00

**TOTAL \$45,129.60**

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



## Estimate

### Name / Address

Fort Worth ISD  
 100 N University, Suite NW  
 140-E  
 Fort Worth, TX 76107

### Ship To

Carroll Peak Elementary  
 1201 East Jefferson  
 Fort Worth TX 76112

**Estimate #** 210655  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210655

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 2-5 AREA	1,440	17.13	24,667.20
Discounts Gi...	Discounts Given	-1	2,466.72	-2,466.72
REMOVAL ...	REMOVAL TILES AND DISPOSAL	1,440	2.19	3,153.60
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$25,354.08

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$25,354.08

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



## Estimate

### Name / Address

Fort Worth ISD\_Bonnie Brae  
 Elementary  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

Fort Worth ISD\_Bonnie Brae  
 Elementary  
 3504 Kimbo Road  
 Fort Worth TX 76111

Estimate # 210647  
 Date 2/23/2022  
 Exp Date 3/25/2022

Terms

Net 30

Job Number

210647

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 2-5 AREA	1,440	17.13	24,667.20
Discounts Gi...	Discounts Given	-1	2,466.72	-2,466.72
REMOVAL ...	REMOVAL TILES AND DISPOSAL	1,440	2.19	3,153.60
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ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

Subtotal \$25,354.08

Sales Tax (8.25%) \$0.00

**TOTAL \$25,354.08**

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



## Estimate

### Name / Address

Fort Worth ISD\_Sam Rosen  
 Elementary  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

Fort Worth ISD\_Sam Rosen  
 Elementary  
 2613 Roosevelt Ave  
 Fort Worth, TX 76164

Estimate # 210653  
 Date 2/23/2022  
 Exp Date 3/25/2022

Terms

Net 30

Job Number

210653

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

Subtotal \$45,129.60

Sales Tax (8.25%) \$0.00

**TOTAL \$45,129.60**

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



## Estimate

### Name / Address

Fort Worth ISD\_Sunrise  
 Elementary  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

Fort Worth ISD\_Sunrise  
 Elementary  
 3409 Stalcup Road  
 Fort Worth, TX 76119

**Estimate #** 210650  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210650

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
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ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$45,129.60

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$45,129.60

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



## Estimate

### Name / Address

Fort Worth ISD  
 100 N University, Suite NW  
 140-E  
 Fort Worth, TX 76107

### Ship To

Atwood McDonald Elementary  
 1850 Baron Lane  
 Fort Worth TX 76112

**Estimate #** 210646  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210646

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 2-5 AREA	1,440	17.13	24,667.20
Discounts Gi...	Discounts Given	-1	2,466.72	-2,466.72
REMOVAL ...	REMOVAL TILES AND DISPOSAL	1,440	2.19	3,153.60
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ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$25,354.08

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$25,354.08

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



## Estimate

### Name / Address

Fort Worth ISD\_Oaklawn  
 Elementary  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

Fort Worth ISD\_Oaklawn  
 Elementary  
 3220 Hardeman Street  
 Fort Worth, TX 76119

**Estimate #** 210649  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210649

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
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ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$45,129.60

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$45,129.60

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



## Estimate

### Name / Address

Fort Worth ISD  
 100 N University, Suite NW  
 140-E  
 Fort Worth, TX 76107

### Ship To

John T White Elementary  
 7300 John T White Road  
 Fort Worth TX 76120

**Estimate #** 210644  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210644

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 2-5 AREA	1,440	17.13	24,667.20
Discounts Gi...	Discounts Given	-1	2,466.72	-2,466.72
REMOVAL ...	REMOVAL TILES AND DISPOSAL	1,440	2.19	3,153.60
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$25,354.08

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$25,354.08



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



## Estimate

### Name / Address

Fort Worth ISD  
 100 N University, Suite NW  
 140-E  
 Fort Worth, TX 76107

### Ship To

Bill Elliot Elementary  
 2501 Cooks Lane  
 Fort Worth TX 76120

**Estimate #** 210643  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210643

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 2-5 AREA	1,440	17.13	24,667.20
Discounts Gi...	Discounts Given	-1	2,466.72	-2,466.72
REMOVAL ...	REMOVAL TILES AND DISPOSAL	1,440	2.19	3,153.60
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$25,354.08

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$25,354.08

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



## Estimate

### Name / Address

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

### Ship To

Fort Worth ISD\_M.L. Phillips  
 Elementary  
 3020 Bigham Blvd.  
 Fort Worth, TX 76116

**Estimate #** 210651  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

**Terms**

Net 30

**Job Number**

210651

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$45,129.60

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$45,129.60

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



## Estimate

### Name / Address

Fort Worth ISD\_Glen Park  
 100 N University Dr  
 Fort Worth, TX 76107

### Ship To

Fort Worth ISD\_Glen Park  
 3601 Pecos Street  
 Fort Worth, TX 76119

**Estimate #** 210654  
**Date** 2/23/2022  
**Exp Date** 3/25/2022

Terms

Net 30

Job Number

210654

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.592-19 EFFECTIVE 10/1/2019 - 9/30/2022	1	0.00	0.00
PIP-SAFET...	POUR IN PLACE SAFETY SURFACING 5-12	2,400	18.46	44,304.00
Discounts Gi...	Discounts Given	-1	4,430.40	-4,430.40
REMOVAL ...	REMOVAL TILES AND DISPOSAL	2,400	2.19	5,256.00
PRICING N...	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY: \_\_\_\_\_

ACCEPTED DATE: \_\_\_\_\_

**Subtotal** \$45,129.60

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$45,129.60



## Vendor Contract Information

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Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

### Refine Your Search:

Vendors

Playground Solutions of Texas, Inc. [X]

Price Range

Show all prices

Category

None Selected

Contract

Parks and Recreation Equipment and Field Lighting Products[X]

### Additional Resources

**Vendor Name:** Playground Solutions of Texas, Inc.

**Address:** 3410 Hardrock Road  
Grand Prairie, TX 75050

**Phone Number:** (972) 837-3000

**Email:** mike@pstxi.com

**Website:** <http://www.pstxi.com>

**Federal ID:** 83-0845409

**Contact:** Mike Howerton

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** Yes

**Service-Disabled Veteran Owned:** No

**Certificate Number:** 1830845409100

**Certifying Agency:** State of Texas / Texas Comptroller of Public Accounts

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** Yes

**No Excluded Foreign Terrorist Orgs:** Yes

**Contract Name:** Parks and Recreation Equipment and Field Lighting Products

**Contract#:** 592-19

**Effective Date:** 10/01/2019

**Expiration Date:** 09/30/2022

**Payment Terms:** Net 30 Days

**Delivery Days:** 30

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** Texas

**Quote Reference Number:** 592-19

**Return Policy:** 25% restocking fee, return within 60 days of ship date

### 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

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE CHILLERS FOR I.M. TERRELL ACADEMY FOR STEM  
AND VPA**

**BACKGROUND:**

Three (3) chillers at I.M. Terrell Academy for STEM and VPA are about 18 years old and need to be replaced. One of the chillers is not functioning at all and the other two (2) are not operating at capacity. To obtain proper cooling for the school, replacement is required. The chillers will be equipment only purchases, as the District’s Heating, Ventilation, and Air Conditioning (HVAC) shop will install them.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Chillers for I.M. Terrell Academy for STEM and VPA
2. Decline to Approve Chillers for I.M. Terrell Academy for STEM and VPA
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Chillers for I.M. Terrell Academy for STEM and VPA

**FUNDING SOURCE:       *Additional Details***

TRE                               198-51-6639-001-087-99-501-000000

**COST:**

\$303,162

**VENDOR:**

Texas Air Systems

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 18010101. 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:**

I.M. Terrell Academy for STEM and VPA  
District Operations

**RATIONALE:**

Chiller replacement is necessary to maintain proper cooling for the school.

**INFORMATION SOURCE:**

Joseph Coburn

# QUOTATION



Date: 02/23/2021

To: Fort Worth Independent School District  
 Attn: Steve McPherson  
 By: David Garcia

Project: IM Terrell Chiller

**TIPS Contract Number:** 18010101

## PRICING SUMMARY – PRIMARY SCOPE

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Trane RTAC Series Air Cooled Screw Chiller	3	ACC-1	Included
<b>TOTAL NET PRICE</b>			<b>\$303,162.00</b>

\*FOB Factory, Full Freight Allowed, Tax Not Included

**We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #18010101. Effective March 22, 2018 – March 22, 2022. The terms and conditions of TIPS contract supersedes all other.**

### Trane 140-Ton (Nominal Capacity) Air-Cooled Screw Chiller

Tag(s): ACC-1

(Qty. 3) Trane, RTAC1404U\*\*NUAFNL1TX1TDN\*N5TN00CN0 packaged, air-cooled chiller; screw compressors, designed for 460V/3Ph/60HZ power, and complete as follows:

- Cabinet: Unit panels, structural elements and control boxes are constructed of galvanized steel and mounted on a welded structural steel base. Unit panels and control boxes are finished with a baked-on powder paint, and the structural base with an air-dry paint.
- Refrigeration Circuit(s): HFC-134a Refrigerant and Oil Charge (Fully Charged). Each unit has two refrigerant circuits, with one or two rotary screw compressors per circuit. Each refrigerant circuit includes a discharge service valve, liquid line shutoff valve, removable core filter, liquid line sight glass with moisture indicator, charging port, electronic expansion valve and optional compressor suction service valve. Fully modulating compressors and electronic expansion valves provide variable capacity modulation over the entire operating range.
- Condenser and Fans: Air-cooled condenser coils have aluminum fins mechanically bonded to internally finned seamless copper tubing. The condenser coil has an integral subcooling circuit. Condensers are factory proof and leak tested at 506 psig. Direct drive vertical discharge condenser fans are dynamically balanced. Totally enclosed air over (TEAO) motors completely seal the motor windings to prevent exposure to ambient conditions. Three-phase condenser fan motors with permanently lubricated ball bearings and internal thermal overload protection are provided. Standard units will start and operate between 25 to 115°F (-4 to 46°C) ambient.
- Evaporator: tube-in-shell heat exchanger design with internally and externally finned copper tubes roller expanded into the tube sheet. The evaporator is designed, tested and stamped in accordance with ASME for a refrigerant side working pressure of 200 psig. The evaporator is designed for a water side working pressure of 150 psig. Water connections are grooved pipe. Each shell includes a vent, a drain and fittings for temperature control sensors and is insulated with 3/4 inch equal insulation (K=0.28). Evaporator heaters with thermostat are provided to help protect the evaporator from freezing at ambient temperatures down to -20°F (-29°C). Factory installed flow switch is installed on a pipe stub in the evaporator inlet.
- Compressors: The rotary screw compressor is semi-hermetic, direct drive, 3600 rpm, 60 Hz, with capacity control slide valve, a load/unload valve, rolling element bearings, differential refrigerant pressure oil pump and oil heater. The motor is a suction gas cooled, hermetically sealed, two-pole squirrel cage induction motor. Oil separator and filtration devices are provided separate from the compressor. Check valves in the compressor discharge and lube oil system and a solenoid valve in the lube system are also provided.
- Starters: Starters are housed in a weather tight enclosure with removable cover plate to allow for customer connection of power wiring. Across-the-line starters are standard on all 380-575V/60hz units.
- Single Point Power Connection, Terminals Only.
- Coil Protection.

- External Disconnect
- Trane Factory Startup is included.
- Warranty: Entire Unit, Five (5) Years Parts and Labor Warranty.

**EXCLUSIONS**

- Installation, rigging, wiring, piping insulation, equipment insulation, flexible piping connections, wye-strainers, chilled water isolation valves, pressure gauges, temperature gauges, and any controls not specifically mentioned above is excluded.
- Any equipment or work not specifically described above is not included in this proposal.
- Taxes are not included and will be added to the quoted price unless a resale or tax-exempt certificate is on file.

**QUOTE ACCEPTANCE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Texas AirSystems ACCEPTANCE:**



\_\_\_\_\_  
Signature

**David Garcia**

Telephone: 817-475-3142

Email: [DavidA.Garcia@TexasAirSystems.com](mailto:DavidA.Garcia@TexasAirSystems.com)

-This quotation is void after March 31st.  
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.  
 -Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.  
 -Texas AirSystems equipment will be supplied based upon approved submittal data.  
 -Retainage is not allowed. Texas AirSystems is a material supplier and will be supplying the entire purchase order value upon delivery of equipment.  
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.  
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.  
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.  
 -Insurance certificates and bonds can/will be provided upon request.

TACLA00011151C Regulated by The Texas department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, [www.tdlr.texas.gov](http://www.tdlr.texas.gov)





**Texas AirSystems, LLC.  
Terms and Conditions  
Sale of Parts, Devices and Services**

Company: The Company as used herein shall mean Texas AirSystems LLC.. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after “Texas AirSystems” or “Company”).

Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company’s credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company’s opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

Shipping terms and dates: All shipments will be made F.O.B. destination. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company’s bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, itemized and reasonable.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, which such permission shall not be unreasonably withheld, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems “Return goods Authorization” must be fully completed and authorized by Texas AirSystems for all returned goods. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, not withstanding anything to the contrary in Purchaser’s purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, “Hazardous Materials”). Should Texas AirSystems

become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer.

Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall, to the extent allowed by law and without waiver of any immunity or defense, be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause: Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250

This agreement is governed and construed in accordance with the laws of the State of Texas.



**Limited Warranty:** Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 30 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, ; (972)-570-4700.

**THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.**

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (30) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail.



www.texasairsystems.com



**Texas AirSystems Inc**

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	6029 W. Campus Circle Drive	NAME Charlie Martin
CITY	Irving	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75063	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

**SERVING STATES**

TX

**Overview**

*Texas AirSystems is one of the largest HVAC equipment suppliers serving North, West and Central Texas. We have been providing equipment, service and turnkey solutions for over 30 years. Our success and philosophy have always been customer satisfaction driven. Texas AirSystems prides itself on having the most technically competent sales professionals and staff in the industry.*

## AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200201	Trades, Labor and Materials (JOC)	04/30/2023	See EDGAR Certification Doc.
18010101	Comprehensive HVAC Solutions and Services	03/26/2022	See EDGAR Certification Doc.
18010102	Comprehensive HVAC Solutions and Services (JOC)	03/26/2022	See EDGAR Certification Doc.

## CONTACTS BY CONTRACTS

### 200201

Ryan Williams	Account Executive	(512) 788-0360	ryan.williams@texasairsystems.com
Rick Blackstock	Chairman	(210) 240-7250	rick.blackstock@texasairsystems.com

### 18010101

Rick Blackstock	Executive VP Sales	(972) 570-4700	rick.blackstock@texasairsystems.com
Buddy Pace	Vice President &	(817) 838-7400	buddy.pace@texasairsystems.com

### 18010102

Rick Blackstock	Executive VP Sales	(972) 570-4700	rick.blackstock@texasairsystems.com
Buddy Pace	Vice President &	(817) 838-7400	buddy.pace@texasairsystems.com

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE PURCHASE OF PRE-KINDERGARTEN AND  
KINDERGARTEN LEARNING KITS**

**BACKGROUND:**

Pre-Kindergarten and Kindergarten (PK/KG) learning kits include supplemental readers and literacy tools for families to engage in early literacy development. Literacy tools include: writing instruments and interactive educational games. The kits will allow students an opportunity to read and write at home throughout the year with their parents.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Purchase of Pre-Kindergarten and Kindergarten Learning Kits
2. Decline to Approve Purchase of Pre-Kindergarten and Kindergarten Learning Kits
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Pre-Kindergarten and Kindergarten Learning Kits

**FUNDING SOURCE:       *Additional Details***

Special Revenue                   263-11-6399-0D9-XXX-25-590-000000-22F90

**COST:**

\$104,949

**VENDOR:**

Really Good Stuff

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 225

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

Student Placement Center

**RATIONALE:**

As part of our recruitment effort to increase PK/KG enrollment, these supplemental kits are being provided to new incoming PK/KG students. The District's goal is to increase student kinder readiness and these kits include items that are educationally informative for young learners. Having a solid foundation in early literacy is critical for the District's young learners' future reading performance. These book kits will enhance literacy and language skills.

**INFORMATION SOURCE:**

Marcey Sorensen



**QUOTE**

Send POs to: Really Good Stuff LLC  
P.O. Box 1111 Shelton CT 06484-1110  
Tel: 877-867-1920 Fax: 203-268-1796  
e-mail: reallygoodstuffsales@reallygoodstuff.com  
web: www.reallygoodstuff.com

<b>QUOTE NUMBER</b>
7449456
<b>ACCOUNT NUMBER</b>
0013030

**BILL TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
FORT WORTH, TX, 76107-1360  
United States of America

**SHIP TO:** FORT WORTH ISD  
MARISA PINA-STUDENT PLACEMENT  
9999 NORTH UNIVERSITY DR  
FORT WORTH, TX, 76114  
United States of America

QUOTE DATE	SHIP VIA	ACCOUNT MANAGER
01/26/2022	Ground & Residential	Fanny Perez

QTY ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
2200	168665	Spanish Learning Success Pre K	32.37	71,214.00
500	168465	Learning Success Kit - PreK	32.37	16,185.00
2700	169441	DS PREMIUM CLEAR STUDENT BACK	6.00	16,200.00
2700	NOTES	2 Page Letter in Color	0.50	1,350.00

<b>MERCHANDISE TOTAL</b>	104,949.00
<b>SHIPPING &amp; PROCESSING</b>	0.00
<b>TAX</b>	0.00
<b>TOTAL</b>	104,949.00

Special Pricing Applied to Unit Price. Free Shipping. Price Includes Items Kitted in Clear Backpack.

*Thank you for being a Really Good Stuff Customer!*



**Pricing is valid for 60 days**  
**Please submit a copy of this quote with the purchase order.**

PAGE: 1 of 1

Tel: 877-867-1920  
Fax: 203-268-1796

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**        **APPROVE PURCHASE OF PERKINS RESERVE GRANT INSURANCE**

**BACKGROUND:**

The Career and Technical Education Department was awarded a \$925,000 Perkins Reserve Grant from the Texas Education Agency for the purpose of continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering and Mathematics (STEM) Initiative from 2019 - 2020 through the 2022 - 2023 school year. A Request for Proposal (RFP) was utilized to seek insurance providers and the bid evaluation team selected the awardee. The award provides an annual insurance policy for Fort Worth ISD and its nine (9) school district partners.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Perkins Reserve Grant Insurance

**FUNDING SOURCE:**

*Additional Details*

Special Revenue

338-93-6493-XXX-751-22-721-000000-21F23

**COST:**

\$76,000



**VENDOR:**

Higginbotham Insurance Agency

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-023

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

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

***Purchasing Support Documents Needed:***

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

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

Career and Technical Education

**RATIONALE:**

The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) different school districts from around the region and is strengthened by the collaboration between secondary, post-secondary, intermediary, and industry partners. The collaborative partnership also allows the school districts to pursue and receive services as a whole versus as individuals, resulting in ease of process and overall more affordable rates. The purchase of the insurance is a key component of daily classroom and extracurricular activities.

**INFORMATION SOURCE:**

David Saenz



# PREMIUM SUMMARY/COMPARISON

Coverage	Renewal		Expiring	
	Exposure	Premium	Exposure	Premium
Aircraft Liability – Drones	Appx 200 Flight Hours	\$76,000	Appx 200 Flight Hours	\$73,000
<i>Total</i>		\$76,000		\$73,000

## AGENCY BILL

*Annual Pay*



# AVIATION / AIRCRAFT LIABILITY

**CARRIER** Global Aerospace – American Alternative Insurance Corp.

**BEST’S RATING** A+ XV

**POLICY PERIOD** January 28, 2022 – January 28, 2023

**NAMED INSURED**

- NCTX Aerial Robotics Stem Initiative

**Coverage / Limits – Up to 2,000 Unmanned Aircraft Owned & Operated by Named Insured**

Description	Limit
Each Occurrence	\$1,000,000
Contractual Liability	\$1,000,000
Fire Legal Liability	\$100,000
Premises Liability	\$1,000,000
Premises Medical Payments – Per Person / Total Any One Accident	\$5,000/\$50,000
Non-Ownership Liability	\$1,000,000
Personal & Advertising Injury Liability – Annual Aggregate	\$1,000,000
Physical Damage to Aircraft	Not Covered

**Deductible**

- N/A

**Annual Premium**

- \$76,000

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE PURCHASE OF TEN (10) BUSES**

**BACKGROUND:**

Fort Worth ISD will purchase ten (10) buses that each have a capacity for 77 passengers. This procurement will support the District’s bus fleet replacement plan. As a result of this purchase, some aging or inoperable buses will be phased out through the auction process; thereby, eliminating expenses involved with keeping and maintaining them.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Ten (10) Buses
2. Decline to Approve Purchase of Ten (10) Buses
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Ten (10) Buses

**FUNDING SOURCE:        *Additional Details***

TRE                               198-34-6631-001-999-99-437-000000

**COST:**

\$1,055,890  
*(Total cost includes \$800.00 Buyboard Fee)*

**VENDOR:**

Longhorn Bus Sales

**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 630-20. 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:**

Transportation  
District Operations

**RATIONALE:**

Adhering to the bus fleet replacement plan helps to ensure the District has reliable buses for student transportation.

**INFORMATION SOURCE:**

Joseph Coburn



# **INTEGRATED CE S BUS**

**Sales Proposal For:  
Fort Worth I.S.D.**

**Presented By:  
LONGHORN BUS SALES**

**Prepared For:**  
Fort Worth I.S.D.  
Richard Routte  
100 N University Dr.  
Fort Worth, TX 76107-1360  
(817)871 - 2100  
Reference ID: 15-77-72pDSL 3p

**Presented By:**  
LONGHORN BUS SALES  
mike horn  
9100 N LOOP E  
HOUSTON TX 77029 -  
(713)631-9306

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2023 INTEGRATED CE S BUS (PB105)**

<b>APPLICATION:</b>	School Transportation
<b>MISSION:</b>	Requested GVWR: 31000. Calc. GVWR: 31000 Calc. Start / Grade Ability: 21.60% / 1.72% @ 55 MPH Calc. Geared Speed: 75.8 MPH
<b>DIMENSION:</b>	Wheelbase: 276.00, CA: N/A, Axle to Frame: 157.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 220} EPA 2021, 220HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max), School Bus Only
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2500 PTS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S140} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, SINGLE:</b>	21,000-lb Capacity, Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100NB Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
PB10500	Base Chassis, Model INTEGRATED CE S BUS with 276.00 Wheelbase, N/A CA, and 157.00 Axle to Frame.

**BODY PLANS**

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47AGK	BODY, BUS Conventional; 78" Headroom, 34'2" Body Length, 77 Passenger, 276" WB
50TVT	BODY PLAN, NON-SPECIAL NEEDS Conventional; 34' 02" Body Length, 72 Passenger, 276" WB, DX9257A000
49003	BODY PLAN, APPROVED VARIATION Number 003

**ENGINE**

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12ERP	ENGINE, DIESEL {Cummins B6.7 220} EPA 2021, 220HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max), School Bus Only
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12VJB	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2022
12UYE	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler  <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On  <u>Includes</u> : FAN Nylon
12VBR	AIR CLEANER with Service Protection Element  <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12VVN	CRUISE CONTROL Electronic  <u>Notes</u> : Cruise Control Switches Mounted on Steering Wheel are Non-Illuminated.
12VWH	GOVERNOR Electronic Road Speed Type; for Electronic Engines and Bus Models; with 55 MPH Default
12VYV	IDLE MANAGEMENT SYSTEM Ramp Engine Speed with Air Condition On, in Neutral and Parking Brake Set, Accommodation Package
12UGN	THROTTLE, HAND CONTROL Electronic  <u>Notes</u> : Cruise Control Switches Mounted on Steering Wheel are Non-Illuminated.

**TRANSMISSION**

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13ART	TRANSMISSION, AUTOMATIC {Allison 2500 PTS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus  <u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan
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**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
13WVW	NEUTRAL AT STOP OMIT
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints

**CLUTCH**

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11001	CLUTCH Omit Item (Clutch & Control)
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**REAR AXLES, SUSPENSIONS**

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14AKC	AXLE, REAR, SINGLE {Dana Spicer S140} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57
14SBV	SUSPENSION, REAR, SINGLE 21,000-lb Capacity, Vari-Rate Springs
14WAP	SHOCK ABSORBERS, REAR (2)

**FRONT AXLES**

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2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity  <u>Includes</u> : AXLE, FRONT SQUARING to Plus or Minus .015 Inch, using a Special Fixture to Assure Parallelism of Springs  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
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**FRONT SUSPENSIONS**

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3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers  <u>Includes</u> : SPRING PINS Bolt and Nut Type : SPRING PINS Rubber Bushings, Maintenance-Free  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
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**CABS, COWLS, BODIES**

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16010	COWL Flat Back
16HBA	GAUGE CLUSTER English with English Electronic Speedometer  <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HLJ	GAUGE, DEF FLUID LEVEL
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
<b>FRAMES</b>	
1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 489.2" (12425mm) Maximum OAL  <u>Includes</u> : CHASSIS PAINT Chassis Painted Prior to Body Mounting : FRAME RAILS All holes Laser Aligned and Machine Punched, Powder Coated Prior to Full Assembly, Assembled in Fixture using "Grade 8" Bolts : FRAME REINFORCEMENT, SPECIAL 3.30" x 1.80" x 0.312" x 31.50" Inverted "L" in Front Shock Absorber Mounting Area
1LTV	BUMPER, FRONT Contoured, Steel, Heavy Duty
1LNT	CROSSING GATE, FRONT Omit Item  <u>Includes</u> : CROSSING GATE, FRONT Matches Contour of Bumper
1SAM	CROSSMEMBER, REAR, AF (2)
1WJE	WHEELBASE RANGE 276" (700cm) Only
<b>BRAKES</b>	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6  <u>Notes</u> : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4AZS	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Electronic Stability Program, with Automatic Traction Control
4XDD	BRAKES, FRONT {Meritor 15X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 5", 13,200-lb Capacity
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBS	AIR DRYER {Bendix AD-9} with Heater
4VCY	AIR TANK LOCATION (1) Mounted Left Side to Provide Clearance for Larger Body Builder Supplied Battery Box

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4WZT	GVWR LIMITATION FOR BUS with Air Brakes, Limited to 33,000-lbs Maximum to meet FMVSS 121 Requirements, for Conventional Bus
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
<b>STEERING</b>	
5PSA	STEERING GEAR {Sheppard M100} Power
5710	STEERING COLUMN Tilting and Telescoping
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
<b>DRIVELINES</b>	
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
<b>EXHAUST SYSTEMS</b>	
7BMK	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail, for Single Long Horizontal Tail Pipe
7WBL	TAIL PIPE (1) Horizontal, Long, Exits Left Side Through Bumper
<b>ELECTRICAL SYSTEMS</b>	
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment  Includes : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXK	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense
8TTK	BATTERY BOX Steel, with Sliding Tray, 25.25" Wide, for Standard Batteries, 1-3 Battery Capacity, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8TUT	COLLISION MITIGATION SYSTEM Omit
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WPB	HEADLIGHTS Halogen, Composite Aero Design, with Daytime Running Lights
8VAZ	HORN, ELECTRIC (2) Trumpet Style, Mounted on Top of Mega-Bracket
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start

**FRONT END**

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9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction  <u>Includes</u> : AIR INTAKE SYSTEM Integrated Pre-Cleaning System to Enhance Air Filter Life : GRILLE Removable; Fiberglass Painted Hood Color : SPLASH SHIELD Integral with Front End Assembly
9WAB	HOOD TILT ASSIST {EASY TILT} Mechanical
9AAE	LOGOS EXTERIOR, ENGINE Badges

**SPEEDOMETER, TOOLS, MISC**

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10020	CHASSIS PAINT Full Chassis
10947	KEYS - ALL ALIKE Fleet, Ignition Only
10WBA	KEYS - ALL ALIKE, ID Z-250
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "NB"
10788	PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.
10XAK	PROMOTIONAL PACKAGE 7 Year Unlimited Miles/km Warranty, Limited Time Program for Allison 2500 Series Transmission on School and Commercial Buses (Supplied directly through Allison)
10XAJ	PROMOTIONAL PACKAGE LED EXT {Sound Off/OptiLuxx} LED Lights

**FUEL TANKS**

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15SJT	FUEL TANK Top Draw, Steel, Rectangular, 100 US Gal (379L), Includes Protective Cage, with Low Profile Fuel Filler Assembly and Vent Hosing, Mounted Between Frame Rails and Behind Rear Axle
15WEP	DEF TANK 16.5 US Gal (62.5L) Capacity, Frame Mounted Outside Right Rail, Behind 0 Bow

**WHEELS, TIRES - FRONT**

---

27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135809	(2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

**WHEELS, TIRES - REAR**

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28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135809	(4) TIRE, REAR 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

**WHEELS, SPARE**

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26DUW	WHEEL, SPARE, DISC {Accuride 51408} 22.5x8.25 Rims, Powder Coat Steel, 10-Stud, 285.75mm BC, Hub-Piloted
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**BODY FEATURES**

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**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b><u>Code</u></b>	<b><u>Description</u></b>
47BAK	BUMPER, REAR Painted, 12" High, 3/16" Thick
47BAR	SUPPORTS, REAR BUMPER Bolted to Frame
47BAW	TOW HOOK, LEFT REAR (01)
47BAX	TOW HOOK, RIGHT REAR (01)
47AYB	BODY, REAR Includes Emergency Door  <u>Includes</u> : DOOR, REAR EMERGENCY with Concealed Hinges : HEADER BUMPER Padded, Mounted Over Rear Door; Upholstered to Match Passenger Seat Color
47ARH	BOWS, ROOF 14 ga., One Piece Construction  <u>Includes</u> : BOWS, ROOF Positioned Floor Line to Floor Line, Threaded Through Roof Strainers and Drip Rail
47AMA	FASTENERS, EXTERIOR MOUNTED Stainless Steel Screws; for Fender and Body Exterior Rear View Mirrors, Bumper Mounted Crossing Gate and Body Mounted Stop Arm
47DXG	FASTENERS, HANDRAIL Plusnuts & Screws
47APX	FASTENERS, HEADLINER Screws
47AZL	FLOOR, BODY with Wheel Wells
47PBZ	HANDLE, ASSIST Windshield Side Mounted, Left and Right, Body Color
47APR	HEADLINER, BODY Conventional; 25'11"-34'11" Body Length, Perforated Full Length with Sound Insulation Full Length
47ARP	LIGHT BARS Plastic
47BBH	LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated
47ARJ	REINFORCEMENT, BODY ROOF BOWS SPECIAL Construction Package, for Colorado, Utah, and Nebraska
47AXT	RUB RAILS, BODY (4) Conventional; Steel, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths, Includes Snow Rail  <u>Includes</u> : RUB RAILS Full Length, Primer Coated (Both Sides), Attached to Body without Cuts or Splices
47BBZ	SEALER Extra; Sidewall to Floor, In Wheel Pocket Area, and Rear Wall to Floor
47AZE	SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
47ASG	SKIRT, BODY for Conventional, 14 1/2", 16ga  <u>Includes</u> : SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets
47AJW	STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel  <u>Includes</u> : STEP, FRONT ENTRANCE DOOR OPENING, 35 Inch Width; Continuous Bottom to Top
47AUR	TIE DOWNS, BODY Grade 8 Bolts, Every Body Section  <u>Includes</u> : TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning
47DAJ	COVER, REAR DOOR INSIDE HANDLE Partial Coverage
47DBP	DOOR, ENTRANCE, FRONT Air, Outward Opening, with Split Pane Glass

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b><u>Code</u></b>	<b><u>Description</u></b>
47DAK	FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body
47DDE	HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance
47DEY	HANDLE, EXTERIOR, REAR Emergency Door; Yellow
47DDH	HOLD BACK, REAR DOOR Stationary, No Cables, with Plastic Cover
47DDU	LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke
47EXK	LOCK, ENTRANCE DOOR Integrated Manual Control in Door, with Key
47DEK	LOCK, REAR DOOR with Ignition Starter Interlock
47EHA	CARTON, SHIPPING Carton for Spare Wheel Only, Inside Bus
47EYB	COMPARTMENT, TOOLBOX, LT FWD 13" x 15" x 25.5", with Lock
47EBM	HOLD DOWN, BATTERY For (2) Standard Size Batteries
47LAU	INSULATION, ROOF AND SIDES 1.50", All Models
47MBC	INSULATION, STEPWELL
47LAT	NOISE REDUCTION, ROOF BOW Conventional; Insulation, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
47MBA	UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec
	<u>Includes</u> : UNDERCOATING Performed Before and After Mounting on Chassis
47SPD	ALPHA/NUMERIC DECAL GUIDE Quantity 041-50
47AJA	BODY CERTIFICATION TAG Metal
47BLJ	BODY CONSTRUCTION TAG , Metal; for Colorado Racking Load Test
47APJ	BODY RATING TAG Metal; for State of Texas, Includes Design Capacity and Seat Capacity
47AJC	BODY TAG, METAL Capacity to Include the Total Number of Passengers
47PLX	LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door
47MJR	LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside
47NGP	LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door
47MVA	LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield
47MRU	LETTERS, E/E WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside
47NHL	LETTERS, E/E WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside
47MAV	LETTERS, SCHOOL BUS SIDE Decal; "SCHOOL BUS"; in 8" Reflective Black Letters, Each Side
47BKK	LETTERS, SCHOOL BUS FRONT/REAR Decal; "SCHOOL BUS"; with 8" Black Reflective Letters, 3M Fluorescent Diamond Grade, Yellow On Front and Rear Cap
47MVC	LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser
47NTE	LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door
47NMG	OPERATING INSTR, REAR Decal, Inside Rear Emergency Door
47NJA	PAINT COLOR, BODY EXTERIOR 4421 School Bus Yellow
47NKM	PAINT COLOR, BODY INTERIOR 9384 Spring White

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
47NJS	PAINT COLOR, BUMPER Rear, 0001 Canyon Black
47NKD	PAINT COLOR, ROOF 9219 Winter White, Beginning 5" Above Drip
47NAB	PAINT COLOR, RUB RAILS 0001 Canyon Black
47NJM	PAINT FLASHER BACKGRD 0001 Canyon Black
47NTY	PAINT HOOD AND FENDER To Match Body Exterior
47NKL	PAINT, RUB RAIL Flange to Flange
47NGW	SEAL, RUB RAILS Top Edge, All Rails
47NXH	STRIPING, E/E WINDOW, LEFT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade
47NWU	STRIPING, E/E WINDOW, RIGHT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade
47NXN	STRIPING, PERIMETER, REAR {3M} Emergency Door, 1" Yellow Fluorescent Diamond Grade
47NWR	STRIPING, REAR END {3M} 2" Yellow Fluorescent Diamond Grade
47NWT	STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1" Yellow Fluorescent Diamond Grade
47NWH	STRIPING, ROOF HATCH, REAR {3M} Decal, Perimeter, 1" Yellow Fluorescent Diamond Grade
47NWJ	STRIPING, SEATLINE {3M} 2" Yellow Fluorescent Diamond Grade
47MTY	WIRING DIAGRAM Schematic, Electrical
	<u>Includes</u> : ACCESS PANEL for Wiring Diagram Schematic Located on Body Exterior; Below Driver Window
47SBB	SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
47KDC	MONITOR, POST TRIP INSPECTION {Leave No Student Behind} Accessory Controlled, with Push Button Alarm Disable at Rear of Bus in Light Bar Prompts Driver to Walk to Back of Bus to Disable Alarm
47DNK	SWITCH, LOCATION Steering Wheel; Includes Master Flasher, Flasher On/Off, Red Override, and Door Control
	<u>Includes</u> : SWITCH, STEERING WHEEL, LIGHT Includes Illuminated Switches

**BODY FEATURES**

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48ANT	WINDOW, DRIVER Laminated, Clear
48ANM	WINDOW, ENTRANCE DOOR, BOTTOM Laminated, Clear
48ANE	WINDOW, ENTRANCE DOOR, TOP Laminated, Clear
48BJA	COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish
48BAH	WINDOW, E/E, LEFT (2) Vertical Hinge
48BKP	WINDOW, E/E, RIGHT (2) Vertical Hinge
48AUN	WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, with 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths
48ARU	WINDOW, SASH (20) 27" Sections, 9"x 23" Opening
48ASP	WINDOW, SASH +9 SECTIONS (2) 9" x 32 1/4" Opening
48APL	WINDOW, STOPS 12" Opening, Only with 78" Headroom

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
48PAM	WINDSHIELD 3 Flat Pieces, 73% Light, with Band
48PAY	AISLE POSITION Center, for balanced seating
48PBB	FLOOR COVERING, COLOR Black
48PJR	FLOOR COVERING, TRIM Aluminum
48PJZ	FLOOR COVERING, TYPE {Koroseal} All Body Lengths
48RZJ	STEP TREADS {Koroseal} Pebble Top with White Nosing, with Non-Metal Backing
48PAV	WHEEL POCKET COVER Plastic, ABS
48PKC	HOSE CLAMPS, HEATER HOSE Constant Torque for Heater System
48RDL	FAN, DEFOG LEFT OF DRIVER 6.50" Diameter, Black, Mounted Left of Driver Above Windshield, 2 Speed Switch in Panel
48PKS	FAN, DEFOG RIGHT CENTER 6.50" Diameter, Black, Mounted Over Windshield, 15" Right of Centerline, 2-Speed Switch in Panel
48PPM	HEATER CUT OFF, VALVE Ball, with Butterfly Handle
48PPP	HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Driver Area
48GYV	HEATER, DEFLECTOR Kit, for Driver Heater
48GHC	HEATER, DRIVER 90,000 BTU, with Defroster and without Rear Heat Duct
	<u>Includes</u> : AIR FILTER : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
48PMJ	HEATER, PASS, LT REAR 84,500 BTU
	<u>Includes</u> : AIR FILTER
48PNW	HEATER, WATER PUMP {2 MPU 12} Self Priming, with Plastic Housing
48UZN	ROOF HATCH, FRONT {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals
48UZT	ROOF HATCH, REAR {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals
48PPS	ROOF VENT, FRONT Static
48PPC	SWITCH, HTR FAN, REAR, LT with 84,500 BTU Rear Heater Only
48NAT	FITTINGS, AIR SEAT for Driver Seat
48PUT	NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting
48RYW	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Isolated, with 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding
	<u>Includes</u> : SEAT BELT, DRIVER Adjustable D-Loop Seat Belt, Single Locking Retractor
48XPX	UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.
48PVK	UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Brown
48PVA	UPHOLSTERY, DRIVER SEAT, STYLE Plain, with Cloth Insert



**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b><u>Code</u></b>	<b><u>Description</u></b>
48PWR	UPHOLSTERY, DRIVER SEAT, TYPE Prevaill, 42 oz.
48RAE	BARRIER, CRASH, AFT ENTRY DOOR 39", 1 Leg
48RAL	BARRIER, CRASH, AFT DRIVER 39", 1 Leg
48RGR	HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step
48RGE	HAND RAIL, ENTRANCE DOOR, FWD Stainless Steel; Curved
48ACN	SEAT BELT, DRIVER, COLOR with Blaze Orange Seat Belt Webbing
48USV	SEAT BACK, PASSENGER High Back
48YAH	SEAT,PASS,3PT,LT,39",2 LEG {BTI Seating System} (12) High Back, with 3 Point Seat Belts
48YAW	SEAT,PASS,3PT,RT,39",2 LEG {BTI Seating System} (12) High Back, with 3 Point Seat Belts
48PWA	UPHOLSTERY, PASS SEATS, COLOR Brown, for Seats, Barriers and Head Bumpers
48SBG	UPHOLSTERY, PASS SEATS, TYPE Vinyl, 42 Ounce
48RLX	CUSHION, SEAT 15" Depth
	<u>Includes</u> : WARRANTY Four Years
48RRA	UPHOLSTERY, SEAT, STITCHING Single
	<u>Includes</u> : WARRANTY Two Years

**BODY FEATURES**

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49AMJ	ALARM, BACKING {Ecco #575} 107 db
49AMT	CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses
	<u>Includes</u> : ACCESS PANEL for Body and Chassis Fuses/Circuit Breakers Located on Body Exterior; Below Driver Window
49AJH	CONNECTION, LIGHTS Cluster, Clearance and Side Marker To Tail Lights
49BCN	FLASHER SYSTEM (8) Warning Lights, 8-Lamp System, Electronic Relay Flasher, Non-Sequential Operation, Red Lights Activate with Door Open
49JBU	LIGHT, ENTRY DOOR {Sound Off/OptiLuxx} LED; 4" Oval; Light Mounted in Skirt Behind Entrance Door, Wired To Step Light
49BCR	LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection
49DAG	LIGHT, INDIC, WARNING LIGHTS LED Type; Red and Amber
49JBV	LIGHT, LICENSE PLATE {Sound Off/OptiLuxx} LED, with Mounting Gasket
49JBW	LIGHT, STEP {Sound Off/OptiLuxx} 4" Round LED, White, Wired to Clearance Lights, Operated by Entrance Door
49EYH	LIGHT, STROBE LED, Specialty Man. Co. 845-4020-100, Low Profile, Double Flash, 4.50" High
49AHV	LIGHT, STROBE, STOP SIGN, FRT In Lieu Of Flashing Lights Furnished with Stop Sign, Speciality
49AHY	LIGHT, STROBE, STOP SIGN, REAR In Lieu of the two Flashing Lights Furnished with Stop Sign, Speciality
49ZNC	LIGHTS, BACK UP (2) {Sound Off/OptiLuxx} 4" Round, White, LED, with Flange
49JBS	LIGHTS, CLUSTER {Sound Off/OptiLuxx} Oval, 4 Internal LEDs per Light; Amber Front and Red Rear

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b>Code</b>	<b>Description</b>
49BYZ	LIGHTS, DIRECTIONAL, REAR (2) {Sound Off/OptiLuxx} LED, 7" Round Amber
49PTB	LIGHTS, DIRECTIONAL, SIDE {Sound Off/OptiLuxx} Rectangular LED Armor Type, Amber, 1 Each Side, Second Bow Section Aft of Entrance Door Between 2nd & 3rd Rub Rail
49APZ	LIGHTS, DOME Conventional, Rectangular Recessed Type, Two Full Rows, for 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", 35'8" Body Lengths  <u>Includes</u> : WIRING HARNESS Main Body Wiring Harness Accessed by Removing Dome Light
49ASP	LIGHTS, DOME, DRIVER (2) Incandescent, Mounted Left and Right Sides in Ceiling, with Separate Switch
49BYV	LIGHTS, MARKER, FRONT & REAR (8) {Sound Off/OptiLuxx} LED, Rectangular, Armored, (4) Amber Front and (4) Red Rear
49EAW	LIGHTS, MARKER, SIDE, INTERMED {Sound Off/OptiLuxx} LED, Amber, Rectangular, Armored, Intermediate, Centered, Required for Units 30 Foot or Longer
49BYT	LIGHTS, STOP (2) {Sound Off/OptiLuxx} and Tail; 7" Round LED, Red
49ZNG	LIGHTS, STOP & TAIL ADDITIONAL (2) {Sound Off/OptiLuxx} 4" Round LED, Red, with Flange
49NGJ	LIGHTS, WARNING (8) {Sound Off/OptiLuxx} (4) 7" Round Red Strobing LED and (4) 7" Round Amber Strobing LED, 2 Front, 2 Rear Each Color
49ANU	SOURCE, POWER 12 VDC, Mounted In Dash
49BMA	STOP ARM, FRONT {Specialty 2980} Air, 18" Octagon, Double Sided, 1/2" White Border, Hi Intensity Grade, Strobing LED Lights
49BWG	STOP ARM, LEFT REAR {Specialty 2981} Air, Hi Intensity, Strobing LED Lights, with Letters on Back
49BVD	SWITCH, BATTERY Shut-Off, 300A Weather Resistant, In Battery Compartment
49AMD	SWITCH, DRIVER PANEL, TYPE Rocker
49SAA	SWITCH, INSTRUMENT PANEL LIGHTS; Rheostat
49ANH	SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits
49EVL	SWITCH, NOISE SUPPRESSION Actuator Legend States, "NOISE SUPP ", for Separate Solenoid, with Red Switch in Panel
49AMY	SWITCH, REAR DOOR BUZZER for Emergency Door
49BXN	SWITCH, RED, OVERRIDE WARNING Wired Hot, with ESC, Mounted Left of Driver
49BLM	WIRING, TWO WAY RADIO Power and Ground Connection Only, Connection in Flasher Plate Area with 20 Amp Fuse Protection
49BLL	WIRING, VIDEO SYSTEM Power and Ground Connection Only; Connection in Flasher Plate Area with 20 Amp Fuse Protection
49HES	MIRROR, BRACE, EXTERIOR Telescoping for Breakaway Bracket
49BVG	MIRROR, CROSS VIEW, EXTERIOR (2) {Mirror Lite High Definition Busboy} Black, Heated
49EGB	MIRROR, INSIDE 10" x 30", Clear
49EJC	MIRROR, REAR VIEW, EXTERIOR {Rosco} Black, Motorized Head, Heated, Breakaway Bracket, 7" x 6" Lower Section
49ENK	VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield
49GGE	FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum, with Flexible Hose and Metal Nozzle
49GAY	KIT, BODY FLUID Texas

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b><u>Code</u></b>	<b><u>Description</u></b>
49EBA	KIT, FIRST AID Plastic; 24 Unit, Spec State
49GLP	REFLECTORS, REAR (2) 3", Red, Mounted with Screws
49GLM	REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted with Screws
49GLA	REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted with Screws, Below The Third Rub Rail From the Top
49GLG	REFLECTORS, SIDE, REAR (2) 3", Red, Mounted with Screws
49GEH	SAFETY TRIANGLES Warning Reflectors, Mounted on Drivers Barrier 9.5" Above Floor
49GUB	CUTTER, SEAT BELT {TIE TECH Safecut} for Cutting Seat Belts
49GCC	CUTTER, SEAT BELT, LOCATION Centered on Inside of Driver Compartment Lid
49JAC	DEF FILLER DOOR with Non-Locking Latch
49BLW	FUEL FILLER DOOR Key Locking, Lever Latch, Spring Loaded to Hold in Open Position
49CKT	FUEL FILLER PIPE Low Profile Neck Cap and Vent Hosing, for Use with Right Side Fill for Between the Rail Fuel Tanks, for Above the Floor Fuel Fill, for 25 GPM Fill Rate Only
49GUM	INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel
49GUX	MUD FLAPS, FRONT WHEELS (2) Rubber
49GVC	MUD FLAPS, REAR WHEELS (2) Rubber
49GWW	WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle
	<u>Includes</u>
	: WINDSHIELD WASHER ELECTRICAL CONNECTIONS Sealed and Locking Type
49GBV	WINDSHIELD WIPERS (2) Cowl Mounted
	<u>Includes</u>
	: WINDSHIELD WIPERS CONTROL Single Motor, Overlapping Wipe Pattern
49UBZ	STATE OF OPERATION Texas

**Services Section:**

**WARRANTY**

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40126	WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built March 1, 2017 or Later, CTS-3304H
40RAP	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest IC Bus Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$1100 (USA) Maximum Benefit per Incident
40PKZ	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Perforation or Corrosion of Cab/Cowl Structure and Paint

**BODY FEATURES**

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49GVN WARRANTY 5-Year, Limited

**Body/Allied Equipment**

<b><u>Code</u></b>	<b><u>Description</u></b>
<b>Goods Purchased</b>	
<b>Code</b>	<b><u>Description</u></b>

**Vehicle Specifications**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<b><u>Code</u></b>	<b><u>Description</u></b>
	DOT INSPECTION
	WEIGHT SLIP
	SET GOVERN SPEED @ 65 MPH
	6 IGNITION AND COMPARTMENT DOOR KEYS PER BUS
	DEFROST KIT - AC
	IC MATERIAL SURCHARGE
	PRE DELIVERY INSPECTION CE MODEL
	126KBTU BERGSTROM FRONT/REAR/DASH SKIRT CONDENSERS
	SPA

**Financial Summary**  
**2023 INTEGRATED CE S BUS (PB105)**

February 18, 2022

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$1,055,090.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

Prices are good for 60 days from the date of this proposal.

PRICE PER BUS: \$105,509.00 (based on purchase of 10 or more buses)

Estimated delivery: 240-290 Days (Diesel) & 270-310 Days (Gas/LPG) from receipt of purchase order. Longhorn Bus Sales will not be held responsible for material shortages or delays due to the global COVID-19 pandemic or any other reasons outside of our control, that of the represented OEM (IC Corp) or third-party vendors used to complete a customer's bus order. A bus order may be delivered without third-party products (i.e., A/C, GPS, two way radios, camera surveillance equipment, etc.) and any such items will be installed immediately upon availability. These shortages/delays will not hold up invoicing and/or payment.

Price does not include Buy Board fee of \$800 per purchase order, please add if applicable. Buy Board contract \$630-20.

40PKZ Warranty: Longhorn Bus Sales will cover the warranty for 24 months/unlimited mileage. (Navistar will cover the first 50K miles. Longhorn Bus will cover 50K+ miles, up to the ending of the 24 month period, as per current Texas School Bus Specifications.

By signing this document in acceptance of an order, the customer acknowledges that all equipment listed within this document is correct. Longhorn Bus Sales will not be responsible for any miss-built units. Any changes to what is listed herein, may result in additional charges to the order. Thank you.

**Approved by Seller:**  
Sales 2/21/22  
\_\_\_\_\_  
**Official Title and Date**  
*Mike Horn*  
\_\_\_\_\_  
**Authorized Signature**

**Accepted by Purchaser:**  
\_\_\_\_\_  
**Firm or Business Name**  
\_\_\_\_\_  
**Authorized Signature and Date**

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
**Official Title and Date**

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.**

LEFT SIDE ABOVE FLOOR OR  
LOW PROFILE ABOVE FLOOR OR  
BELOW FLOOR FUEL FILL  
OPTIONS NOT AVAILABLE

VERTICAL HINGED E/E  
REQUIRED

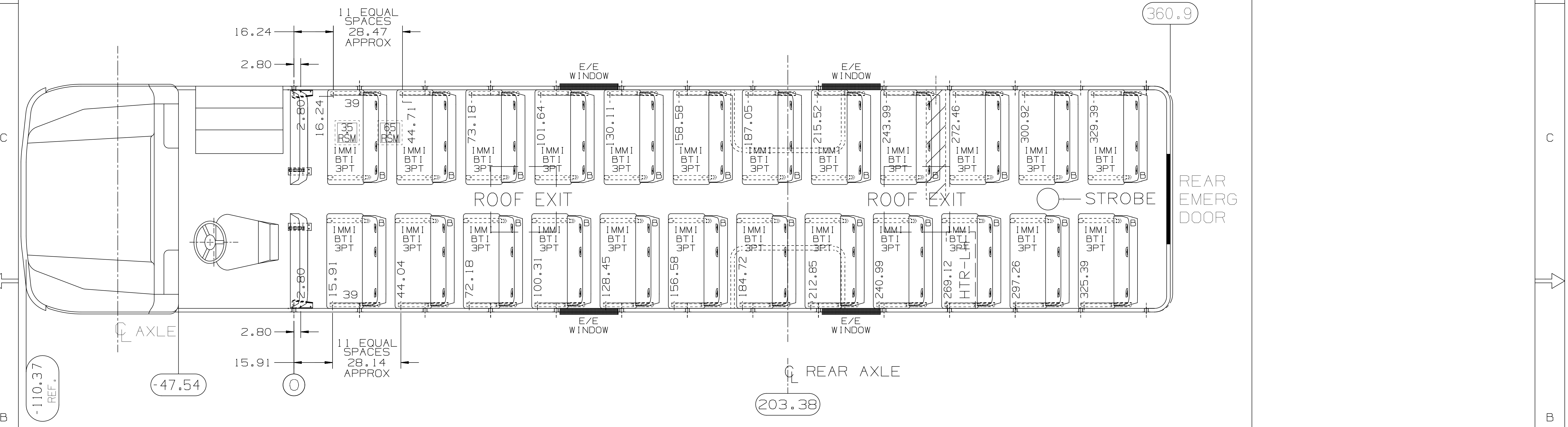
BODY PLAN

WHEELBASE 276"

PB10500, 34 FT. 2 IN., CAP 72, SEAT SIZE 39/39, SEAT SPACING VARIES

CHK DATE CHANGE REV REFERENCE

PART NO.



PURCHASED SEATS IN THIS UNIT ARE :  
BT1 (3P)

THIS UNIT CONFORMS TO APPLICABLE FMVSS  
THIS DOCUMENT IS IN ACCORDANCE WITH ASME Y14.5M-1994  
AS AMENDED BY THE INTERNATIONAL TRUCK DIVISION  
DIMENSIONING AND TOLERANCING ADDENDUM-2000.

50TVT/49003

INTERNATIONAL TRUCK AND ENGINE CORPORATION		INTERNATIONAL*CONFIDENTIAL PROPRIETARY	
REFERENCE	LHORN-1909		
LINEAR MEASURE:	mm <input type="checkbox"/>	in <input checked="" type="checkbox"/>	APPROX. MASS (WEIGHT)
UNLESS SPECIFIED DIM TOLERANCES ARE		ROUGH PART	
		FINISH PART	
ONE PLACE (.X)	+1.5	+0.06	INTERNAL CONTROL
TWO PLACE (.XX)	+0.8	+0.03	
THREE PLACE (.XXX)	+0.25	+0.010	
ANGLES	±1°		
NAME	BODY PLAN PB10500		CONTROL
NAME (TRANSLATION)			E 50
VERSION			E
DATE			APPROX. MASS (WEIGHT)
DATE			APPROX. MASS (WEIGHT)
APPROVED	P1RS NOUN CODE	PART TYPE CODE	SCALE
			NONE
DATE	PART NO.		SIZE
	DX9257A003		4
RELEASE NO.			SHEET
			01
			FRAME



## Vendor Contract Information Summary

Vendor Name Longhorn Bus Sales, LLC  
Contact Ashley Henry Schneider  
Phone Number 7136319306  
Email ahenry@lhb-tx.com  
Website www.longhornbus.com  
Federal ID 20-0538136  
Accepts RFQs Yes  
Address Line 1 9100 N Loop E  
Vendor City Houston  
Vendor Zip 77029  
Vendor State TX  
Vendor Country USA  
Delivery Days 150  
Freight Terms FOB Destination  
Payment Terms Net 10 days  
Shipping Terms Prepaid and added to Invoice  
Ship Via Other  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned No  
Women Owned No  
Is National No  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served All Texas Regions  
States Served Texas  
Contract Name School Buses, Options and Parts  
Contract # 630-20  
Effective Date 12/01/2020  
Expiration Date 11/30/2023  
Service Fee Note Vehicle purchase orders are subject to a \$800 service fee  
Quote Reference Number 630-20  
Additional Dealers Longhorn Bus Sales, Temple, TX  
Additional Info null

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12/2/2020 9:28:13 AM

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE PURCHASE OF VIRTUAL DESKTOP AND DISASTER RECOVERY SUPPORT SERVICES**

**BACKGROUND:**

Fort Worth ISD Technology provides the District with cloud-based virtual desktops, access to instructional applications, and disaster recovery services. Access to virtual desktops and applications support instructional technology needs for Career and Technology (CTE) students. Further, for the continued support of the District’s technology disaster recovery program, additional cloud storage is needed to maintain backup and recovery services for District technology assets.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Virtual Desktop and Disaster Recovery Support Services
2. Decline to Approve Purchase of Virtual Desktop and Disaster Recovery Support Services
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Virtual Desktop and Disaster Recovery Support Services

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$65,000

**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, 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/DEPARTMENTS**

District-Wide

### **RATIONALE:**

Support services for the virtual desktop and disaster recovery environment will provide students with access to tools to complete CTE classroom assignments, while ensuring District backup and recovery services have access to adequate storage and computer resources.

### **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
<b>MQJV431</b>	<b>2/24/2022</b>	<b>AZURE.FUNDS.65K</b>	<b>0926086</b>	<b>\$65,000.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>NEW ITEM</b> Mfg. Part#: NEW-ITEM Microsoft Azure Consumption Funds. May be applied to previously consumed Azure overages or future Azure consumption. Contract: FWISD Sourcewell #081419 (081419#CDW) Contract: Standard Pricing	1	NEW-ITEM	\$65,000.00	\$65,000.00

PURCHASER BILLING INFO	SUBTOTAL	Amount
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$65,000.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> FORT WORTH ISD 4200 LUBBOCK AVE FORT WORTH, TX 76115-1002 <b>Shipping Method:</b> UPS Ground	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION		
 <b>K12 North Texas Account Team</b> - Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com

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**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE PURCHASE OF NETWORK EQUIPMENT AND  
INSTALLATION SERVICES FOR SCHOOLS**

**BACKGROUND:**

Network electronics and wireless access points are needed to complete network upgrades at high schools. Data connections were added to renovated and new classrooms to support interactive flat panels in classrooms, and to provide wired and wireless connectivity for computer equipment. Network switches, wireless access points, and other network components are needed to support classroom technology.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Network Equipment and Installation Services for Schools
2. Decline to Approve Purchase of Network Equipment and Installation Services for Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Network Equipment and Installation Services for Schools

**FUNDING SOURCE:       *Additional Details***

TRE	198-11-6396-814-XXX-11-423-000000
	198-11-6299-814-XXX-11-423-000000
	198-11-6399-814-XXX-11-423-000000

**COST:**

\$285,926.82

**VENDOR:**

CDW Government

**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 TXDIR-HPE-DIR-TSO- (DIR-TSO-4160). Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

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

All High Schools

**RATIONALE:**

Purchase of this equipment will provide connectivity to support internet access for student mobile devices.

**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
MQBG639	2/16/2022	REMEDIATION.SWITCHES	0926086	<b>\$285,926.82</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HPE Aruba - SFP+ Transceiver Module - 10 GigE</a> Mfg. Part#: J9150D UNSPSC: 43201553 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	76	4919570	\$310.96	\$23,632.96
<a href="#">HPE Aruba Direct Attach Cable - 25GBase direct attach cable - 2 ft</a> Mfg. Part#: JL487A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	38	5854315	\$71.46	\$2,715.48
<a href="#">HPE Aruba NetEdit - subscription license (3 years) - 1 node</a> Mfg. Part#: JL640AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	38	5531490	\$40.79	\$1,550.02
<a href="#">HPE Aruba 6300M - switch - 48 ports - managed - rack-mountable</a> Mfg. Part#: JL659A UNSPSC: 43222612 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	38	5841987	\$4,912.27	\$186,666.26
<a href="#">HPE Aruba X372 - power supply - hot-plug redundant - 1600 Watt</a> Mfg. Part#: JL670A#ABA Contract: HPE DIR-TSO-4160 Contract: MARKET	76	5888369	\$633.58	\$48,152.08
<a href="#">HPE Aruba AirWave - subscription license (1 year) - 1 device</a> Mfg. Part#: JW467AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	38	4361167	\$10.11	\$384.18
<a href="#">HPE Aruba Central Foundation - subscription license (3 years) - 1 switch (4</a> Mfg. Part#: Q9Y79AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	38	6487813	\$600.68	\$22,825.84

PURCHASER BILLING INFO	88	SUBTOTAL	\$285,926.82
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<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$285,926.82</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> FORT WORTH ISD 4200 LUBBOCK AVE FORT WORTH, TX 76115-1002 <b>Shipping Method:</b> DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION		
	<b>K12 North Texas Account Team</b> - Mike & Eric	(866) 301-5739   k12northtexas@cdwg.com

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

Contract Number

# DIR-TSO-4160

Contract Term Date: **10/02/22** ⓘ

Contract Expiration Date: **10/02/24** ⓘ

Vendor Information

**[Hewlett Packard Enterprise Company](#)**

**VENDOR CONTACT:**

[Jacklyn Smith](#) ↗

Phone: (419) 575-6111

[Vendor Website](#) ↗

**DIR CONTACT:**

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

Vendor ID: **1473298624600**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-417**

Contract Status: **Active**

## Contract Overview

Hewlett Packard Enterprise Company offers servers, storage, networking, support and other technology products and services through this contract. Available brands include: HPE, Nimble, Micro Focus, Cray, DataDirect and many other third-party products; See Available Brands on this contract web page. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 10/2/2022.

## Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

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

- Maintenance - Hardware
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE PURCHASE OF CYBERSECURITY SERVICES FOR EMAIL**

**BACKGROUND:**

Most cyber-attacks start with cyber criminals sending spam and phishing emails to harvest usernames and passwords as a part of their malware attack strategy to infect employee and student devices. The proposed email security system with targeted threat protection will provide the first line of defense against Email based cyber-attacks. The initial contract for this email security system, pending approval, will be April 2022– April 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Cybersecurity Services for Email

**FUNDING SOURCE:       *Additional Details***

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

**COST:**

\$246,500

**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 Contract SW-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:**

This email security system will provide help to protect the District against cyber-attacks.

**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
<b>MQDN171</b>	<b>2/18/2022</b>	<b>MIMECAST</b>	<b>0926086</b>	<b>\$246,500.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MIMECAST 365 PROTECT</a> Mfg. Part#: M_M365-PROTECT_1000_A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	7500	6647619	\$17.00	\$127,500.00
<a href="#">Cyber Awareness Training AT1 Mime - OS - web-based training</a> Mfg. Part#: M_AT1_OS_1000_A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	7500	5932277	\$4.00	\$30,000.00
<a href="#">MIMECAST HEALTHCARE PACK USA ADDON</a> Mfg. Part#: M_HPUSA_A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	7500	4805698	\$0.00	\$0.00
<a href="#">MIMECAST DMARC ANALYZER T1</a> Mfg. Part#: M_DMA-T1__A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	5	6212047	\$6,300.00	\$31,500.00
<a href="#">MIMECAST DMARC ANALYZER MGD SVC T1</a> Mfg. Part#: M_DMA-MS-T1__A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	5	6321402	\$4,800.00	\$24,000.00
<a href="#">Mimecast Advanced Support - technical support - 1 year</a> Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)	1	6531299	\$16,500.00	\$16,500.00
<a href="#">Professional Services Managed Implementation - implementation</a> Mfg. Part#: M_IMP_MGD_OO Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET	1	5066745	\$2,500.00	\$2,500.00
<a href="#">MIMECAST AT IMPLEMENATION</a> Mfg. Part#: M_ATIOS__OO Contract SW-081419-FWISD Electronic distribution - NO MEDIA	1	5913208	\$0.00	\$0.00
	<b>93</b>			

**QUOTE DETAILS (CONT.)**

Contract: MARKET

<b>MIMECAST DMARC ANALYZER IMPLEMENT</b>	1	6151083	\$1,500.00	\$1,500.00
Mfg. Part#: M_DMARC-IMP_OO Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET				
<b>MIMECAST EDUCATION PREM NU SUB</b>	2	6099917	\$0.00	\$0.00
Mfg. Part#: M_EDU_PREM_NAMED_A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET				
<b>MIMECAST PERIMETER DEFENSE PLAN</b>	30000	6156097	\$0.40	\$12,000.00
Mfg. Part#: M_PERM-DEF_20000_A Contract SW-081419-FWISD Electronic distribution - NO MEDIA Contract: MARKET				
<b>Mimecast Advanced Support - technical support - 1 year</b>	1	6531299	\$1,000.00	\$1,000.00
Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)				

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$246,500.00
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$246,500.00</b>
	<b>DELIVER TO</b>	
<b>Shipping Address:</b> FORT WORTH ISD 4200 LUBBOCK AVE FORT WORTH, TX 76115-1002 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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	K12 North Texas Account Team - Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
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## CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

### Products & Services

Contract Documents

Pricing

Contact Information


## Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

[Locate your local dealer or representative](#)

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at: [cdwg.com/sourcewell](http://cdwg.com/sourcewell) 

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**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE TO NEGOTIATE AND ENTER INTO A CONTRACT  
FOR RESTROOM RESTORATION AT LILY B. CLAYTON  
ELEMENTARY SCHOOL**

**BACKGROUND:**

The five (5) original restrooms at Lily B. Clayton Elementary School were constructed in the 1920's and 1930's and require restoration. This restoration will bring the restrooms up-to-code while aesthetically honoring the historical time period. The restoration will be contracted in accordance with Bid 22-116 Addendum 3 that the District published on January 26, 2022.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve to Negotiate and Enter into a Contract for Restroom Restoration at Lily B. Clayton Elementary School
2. Decline Approve to Negotiate and Enter into a Contract for Restroom Restoration at Lily B. Clayton Elementary School
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve to Negotiate and Enter into a Contract for Restroom Restoration at Lily B. Clayton Elementary School

**FUNDING SOURCE:       *Additional Details***

Special Revenue                   499-81-6629-0SM-116-99-475-000000-49906

**COST:**

\$517,400

**VENDOR:**

SDB Contracting Services

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 22-116

Number of Bid/Proposals received: 6

HUB Firms: 3

Compliant Bids: 6

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

***Purchasing Support Documents Needed:***

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

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

Lily B. Clayton Elementary School  
District Operations

**RATIONALE:**

Renovating the restrooms will improve operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE AUTHORIZATION FOR THE SUPERINTENDENT, OR  
DESIGNEE, TO ENTER INTO A CONTRACT FOR PROFESSIONAL  
ABATEMENT CONSULTING SERVICES**

**BACKGROUND:**

On December 14, 2021, the Board of Education (BOE) approved the Superintendent, or Designee, to enter into a Contract with a Construction Manager At Risk (CMAR) for Pre-construction Services for the Renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas. Since that time Reeder/Summit JV, the CMAR contractor approved by the Board, has been working with the District and its Architects regarding the potential requirement to abate a portion of the District's facility located at 7060 Camp Bowie Boulevard, Fort Worth, Texas. A professional abatement consultant, with the expertise necessary in this area, is required to ensure all regulatory requirements are followed pursuant to the Texas Department of State Health Services (TDSHS), which includes, but not limited to, onsite licensed Project Management Services, sampling and air monitoring. At project end, the consultant will also provide a report to the District that will contain all testing documentation and a summary of the work performed to be maintained by the District for this project.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for Professional Abatement Consulting Services
2. Decline to Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for Professional Abatement Consulting Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for Professional Abatement Consulting Services

**FUNDING SOURCE**

*Additional Details*

Real Estate Sale Proceeds Fund

652-81-6629-0CB-999-99-405-000000



**COST:**

Not-to-Exceed - \$86,000

**VENDOR:**

Intertek PSI

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 19-056

Number of Bid/Proposals received: 11

HUB Firms: 0

Compliant Bids: 11

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Deputy Superintendent

**RATIONALE:**

During the initial review of the District’s facility located at 7060 Camp Bowie, it was determined that a potential abatement of some of the areas of the building may be required. This work requires the oversight of a professional abatement consultant.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC: APPROVE AUTHORIZATION FOR THE SUPERINTENDENT, OR DESIGNEE, TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK (CMAR) FOR GUARANTEED MAXIMUM PRICE (GMP) PACKAGE NO. 1 FOR DEMOLITION AND ABATEMENT SERVICES TO BE PERFORMED AT THE DISTRICT'S FACILITY LOCATED AT 7060 CAMP BOWIE BOULEVARD, FORT WORTH, TEXAS**

**BACKGROUND:**

On December 14, 2021, the Board of Education (BOE) approved the Superintendent, or Designee, to enter into a Contract with a Construction Manager At Risk (CMAR) for Pre-construction Services for the Renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas. Since that time Reeder/Summit JV, the CMAR contractor approved by the Board, has been working with the District and its Architects to negotiate the terms of the demolition and abatement of the District's facility at 7060 Camp Bowie Boulevard, Fort Worth, Texas. Administration is seeking approval of the BOE to enter into a contract with Reeder/Summit JV with a Guaranteed Maximum Price (GMP) for Package No. 1--Demolition and Abatement Services. At the May 24, 2022 Board Meeting, Administration will seek Board approval for GMP Package No. 2 for the renovation of the facility.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager At Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No. 1 for Demolition and Abatement Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas
2. Decline to Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager At Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No. 1 for Demolition and Abatement Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager At Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No. 1 for Demolition and Abatement Services to be Performed at the District’s Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

**FUNDING SOURCE:**                      *Additional Details*

Real Estate Sale Proceeds Fund              652-81-6629-0CB-999-99-405-000000

**COST:**

Not-to-Exceed - \$1,994,880

**VENDOR:**

Reeder/Summit JV.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 22-059

Number of Bid/Proposals received: 8

HUB Firms: 5 Joint Ventures with HUB firms

Compliant Bids: 8

***Purchasing Support Documents Needed:***

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

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

Deputy Superintendent  
Chief Financial Officer

**RATIONALE:**

The facility on Camp Bowie has the capacity to relocate and house the staff currently located at 100 N. University. It would be in the District's best interest and the recommendation of Administration to renovate this facility in order for it to become the District's new Central Administration Building. On December 14, 2021, The BOE authorized the Superintendent, or Designee, to enter into a contract for Pre-Construction Services which was awarded to Reeder/Summit JV. The next step in the process is to award a Contract for demolition and abatement services to the District's approved contractor, Reeder/Summit JV, for a GMP not-to-exceed the above amount.

**INFORMATION SOURCE:**

Karen Molinar  
Carmen Arrieta-Candelaria

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**       **APPROVE ADDITIONAL FUNDING FOR PRE-KINDERGARTEN ADOPTION MATERIALS CALLED FROM STATE PROCLAMATION 2021**

**BACKGROUND:**

The Board of Trustees approved purchases of the Pre-Kindergarten Systems Core Curriculum on April 27 2021, in the amount of \$1,374,900. The Early Learning Department is requesting additional funding in the amount of \$482,100 to cover the costs of materials for the remaining elementary schools of the Pre-Kindergarten adoption. The curriculum consists of books, teacher resources, materials and supplies. In 2021, Teaching Strategies was awarded the Prekindergarten adoption for Prekindergarten Systems Core Curriculum.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Additional Funding for Pre-Kindergarten Adoption Materials Called from State Proclamation 2021
2. Decline to Approve Additional Funding for Pre-Kindergarten Adoption Materials Called from State Proclamation 2021
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Funding for Prekindergarten Adoption Materials Called from State Proclamation 2021

**FUNDING SOURCE:**       *Additional Details*

Special Revenue                   410-11-6399-001-XXX-11-458-000000-12245

**COST:**

\$482,100 Additional, Not-to-Exceed - \$1,857,000  
*(\$1,374,900 approved on April 27, 2021. \$482,100 additional requested and not-to-exceed the total \$1,857,000.00)*

**VENDOR:**

Teaching Strategies

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(2)(4) regarding school district purchases made through an Interlocal Contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, Cedar Hill Independent School District Contract 18-19-01. 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 Pre-Kindergarten Classrooms

**RATIONALE:**

Board approval of the Superintendent’s instructional materials recommendations will allow the District to begin ordering materials to ensure delivery of materials before the start of the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Marcey Sorensen

**Customer/Subscriber Name:** Fort Worth Independent School District  
**Customer/Subscriber Number:** 02A41420  
**Contact Name:** Olayinka Ojo  
**Contact Email:** olayinka.ojo@fwisd.org  
**Contact Title:** Director of Early Learning

**TEACHING STRATEGIES, LLC ("TS")**  
 4500 EAST-WEST HIGHWAY, SUITE 300  
 BETHESDA, MARYLAND 20814  
 301-634-0818

**Prepared by:** Gwen Cheatham  
 gwen.c@teachingstrategies.com  
**Expiration Date:** 06-30-2022  
**Subscription Term:** 03/23/2022 - 06/29/2029

<b>SUMMARY</b>			
<b>PRODUCT</b>	<b>SALES PRICE</b>	<b>QTY</b>	<b>TOTAL PRICE</b>
TX-printdig-EKMP8 The Creative Curriculum <sup>®</sup> for Texas - PreK Program (Print + Digital Access 7 yrs + Kodo Texas Toolkit + ReadyRosie and MarcoPolo 7 years)	\$5,300.00	70	\$371,000.00
TX-printdig-DLKMP8 The Creative Curriculum <sup>®</sup> for Texas - PreK Dual Language Program (Print + Digital Access 7 yrs + Kodo Texas Toolkit + ReadyRosie and Marco Polo 7 years)	\$6,400.00	50	\$320,000.00
		Subtotal:	\$691,000.00
		Shipping:	\$0.00
		Tax:	\$0.00
		Total:	\$691,000.00

**BILL TO**

**Billing Client:** Fort Worth Independent School District  
**Billing Street:** 100 N University Dr  
**Billing City:** Fort Worth  
**Billing State:** Texas  
**Billing Postal Code:** 76107  
**Billing Country:** United States

**SHIP TO**

**Ship to Org:** Fort Worth Independent School Distr  
**Ship to Attn:** Olayinka Ojo  
**Shipping Address Line 1:** Textbook Warehouse  
**Shipping Address Line 2:** 2224 E Lancaster  
**Shipping Address Line 3:**  
**Shipping City:** Fort Worth  
**Shipping State:** Texas  
**Shipping Postal Code:** 76103  
**Shipping Country:** United States  
**Shipping Type:** Standard

UPS / FedEx Account #:  
Inside Delivery:  
Loading Dock:  
Special Instructions:

**Select a Payment Method and follow the payment instructions.****Payment Type:**

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

**Bookshop Products**

Payment of applicable state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

To return an item, please email [support@teachingstrategies.com](mailto:support@teachingstrategies.com) or call a Customer Support Specialist at 800.637.3652 Option 3 from 8:00 a.m. to 6:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: <https://kodokids.com/policies>

**Subscription Services Products**

This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions as amended by the Parties ('Agreement'), and those other documents incorporated by reference into the Agreement, including any response by Teaching Strategies to Subscriber's Request for Proposal, if any constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order to receive access to the Services set forth in this Order.

The subscription period will begin on 03/23/2022 and expire on 06-29-2029 ("Term").

**Online Professional Development and Training**





Online training courses ("Online Training") will be made available to you through the website <https://mypd.teachingstrategies.com/> for use by personnel within your organization. Detailed instructions on how to access and allocate Online Training will be provided to you via email.

The course materials and content of Online Training, including its features and functionality, are and will remain the exclusive property of Teaching Strategies, LLC. This Training is protected by copyright, trademark, and other laws of the United States. The materials, content, features and functionality of Online Training may not be copied and/or republished in any format, in whole or in part. This includes, but is not limited to, copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.

Subscriber has agreed to purchase a baseline license quantity as listed on the face of the Order form. Subscriber may contact TS to increase this baseline quantity by purchasing additional licenses at any time. TS may conduct an audit on Subscriber's usage during the subscription term at Teaching Strategies sole expense and adjust the baseline subscription fees if there is an overage relative to purchased license quantities.

By executing this Order Form, the Customer/Subscriber hereby agrees to be bound by the provisions contained herein:

Customer/Subscriber Name	Teaching Strategies, LLC
By (Signature): 	By: 
Name (Print): Dr. Marcey Sorensen	Name: Heather O'Shea
Title: Chief Academic Officer	Title: Chief Financial Officer
Address: 100 N University Dr	Address: 4500 East West Highway, Suite 300
Fort Worth, Texas 76107	Bethesda, MD 20814
Date: 02/18/2022	Date: 02/18/2022



Teaching Strategies, LLC  
is pleased to submit a response to  
to  
Cedar Hill Independent School District  
in response to  
RFP #18-19-01  
Teaching Aids, Instructional Materials,  
and Related Services

Teaching Strategies, LLC  
4500 East-West Highway, #300  
Bethesda, Maryland 20814  
301.634.0818

Submitted 10/26/18

Due: June 30, 2019



# EPCNT

## Educational Purchasing Cooperative of North Texas

Cedar Hill ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Cedar Hill ISD pricing, terms or conditions in your response.

Approximately 70 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Cedar Hill ISD.

No

Yes

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Cedar Hill ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Cedar Hill ISD will be billed directly to that entity and paid by that entity. Cedar Hill ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

Signature below certifies authorization for EPCNT participation for this offer by the responding vendor.

Signature of Authorized Agent

Teaching Strategies, LLC

Company Name

4500 East West Highway Suite #300      Bethesda      Maryland      20814  
Address      City      State      Zip

301-634-0818      301-634-0826  
Telephone Number      Fax Number

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:       APPROVE ADDITIONAL FUNDS FOR PHASE 1 OF PRIVATE LONG TERM EVOLUTION (LTE) NETWORK FOR SECURE HOME INTERNET ACCESS**

**BACKGROUND:**

On May 25, 2021, the Board approved the purchase of equipment and services for a private Long Term Evolution (LTE) network for secure home internet access for students in the amount of \$3.6M. The proposed modems in the original quote were not available due to supply chain issues. The District swapped out the equipment for modems in stock, which caused an increase in project cost of \$340,000.

The District has been approved for Emergency Connectivity Funds (ECF). The reimbursement for modems will lower the Phase 1 overall cost of \$1,440,000. The District will submit a reimbursement claim to Universal Service Administrative Company (USAC) upon paying the invoice.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Additional Funds for Phase 1 of Private Long Term Evolution (LTE) Network for Secure Home Internet Access
- 2. Decline to Approve Additional Funds for Phase 1 of Private Long Term Evolution (LTE) Network for Secure Home Internet Access
- 3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Funds for Phase 1 of Private Long Term Evolution (LTE) Network for Secure Home Internet Access

**FUNDING SOURCE**

*Additional Details*

TRE	198-11-6396-001-XXX-11-423-000000 198-53-6396-001-999-99-423-000000
-----	--

**COST:**

Not-to-Exceed - \$340,000

**VENDOR:**

BearCom

**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-3934. 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 (Fort Worth Independent School District) Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING AREAS / REGIONS**

Stop Six, Morningside, Rosemont, and Eastern Hills Neighborhoods

**RATIONALE:**

Reliable and secure internet will provide access for students of Fort Worth ISD, to engage with digital curriculum and various learning opportunities.

**INFORMATION SOURCE:**

Marlon Shears

**DATE:**  
February 24, 2022

**IN RESPONSE TO:**  
Fort Worth ISD-UE CHANGE ORDER

**FROM:**  
BearCom, Inc.  
4009 Distribution Dr. #200  
Garland, TX 75041  
Ben.farester@bearcom.com | 214-869-8210

**TO:**  
Marlon Shears  
CIO – Fort Worth ISD

Mr. Shears,

Below is information regarding the change order needed for the EUs pertaining to Fort Worth ISD PO# 82125130-00.

The original UE on the project was the BEC MX-241 which was priced at \$275.00 each. As a result of supply chain issues, discussions were held between Fort Worth ISD and BearCom with the agreement to replace the (4000) BEC units with (4000) CradlePoint R500 units at a cost of \$360.00 each. The total difference in price is \$340,000 as detailed below.



## Proposal

02/24/22 12:49:37CST Page - 1  
Quote Date: 02/24/22 Branch 20200  
Quote Number: 514078

Customer/Prospect Number 432325  
FORT WORTH ISD  
100 N UNIVERSITY DR  
STE NW 140F  
FORT WORTH TX 76107-1360

Ship To 432325  
FORT WORTH ISD  
100 N UNIVERSITY DR  
STE NW 140F  
FORT WORTH TX 76107-1360

Customer Contact: MARLON SHEARS Email: marlon.shears@fwisd.org  
Phone Number: 817 535-6664 Delivery Instr:

Quantity	Part Number	Unit Price	Extended Price
4000	PRICE DIFFERENCE BETWEEN BEC MX-241 AND CRADLEPOINT R500	85.00	340,000.00
Quote valid until 03/24/22 Confidential and Proprietary		Sub Total	340,000.00
X _____		Shipping and Handling	TBD
Customer Signature		Tax	TBD
		Total	340,000.00

Benton Farester  
Account Executive  
[Ben.Farester@BearCom.com](mailto:Ben.Farester@BearCom.com)

DALLAS Branch Office: 800-449-6171

Please let me know if you have any questions or need anything else.

Sincerely,

A handwritten signature in black ink on a light beige background. The signature is stylized and appears to read 'BF' followed by a flourish.

Ben Farester  
Account Executive  
Email: [ben.farester@bearcom.com](mailto:ben.farester@bearcom.com)

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## Texas Department of Information Resources

[Contact DIR](#)[Home](#) / [All Contracts & Services](#) / [Contract Detail](#)

# Bearcom Group, Inc.

<b>Vendor ID</b>	17518937796	<b>DIR Contract</b>	DIR-TSO-3934
<b>URL</b>	<a href="#">Vendor Website</a>	<b>Number</b>	
<b>HUB Type</b>	Non HUB	<b>Contract Term End</b>	8/11/2021
		<b>Date</b>	
		<b>Contract Exp Date</b>	8/11/2022

### Contact Bearcom Group, Inc.

**Contact** [Ted Lynch](#)  
**Phone** (512) 289-1835  
**Fax** (214) 355-1757

### Contact DIR

**Contact** [Rosemary Zamora](#)  
**Phone** (512) 475-4769  
**Fax** (512) 475-4759

### How To Order

1. For product and pricing information, visit the [Bearcom Group, Inc.](#) website or contact [Ted Lynch](#) at (512) 289-1835
2. Generate a purchase order made payable to Bearcom Group, Inc. and you must

[Show more](#)

### Available Brands (26 total)

American International Radio - AIR  
 Atlantic Signal  
 Bearcom  
 Broadband Antenna Tracking Systems (BATS)

[Show more](#)

## Contract Overview

This contract offers emergency preparedness products and related services. 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.

## Contract Documents

- [DIR-TSO-3934 Contract PDF \(235.77KB\)](#)
- [DIR-TSO-3934 Appendix A Standard Terms and Conditions \(per Amendment 1\) PDF \(951.86KB\)](#)
- [DIR-TSO-3934 Appendix B HUB Subcontracting Plan PDF \(677.19KB\)](#)
- [DIR-TSO-3934 Appendix C Pricing Index PDF \(84.58KB\)](#)
- [DIR-TSO-3934 RFO DIR-TSO-TMP-398 PDF \(5.03MB\)](#)
- [DIR-TSO-3934 Amendment 1 PDF \(576.29KB\)](#)

### Available Products & Services (3 total)

Emergency Preparedness Hardware and Related Services  
 Emergency Preparedness Software and Related Services  
 Technical Services

[Show more](#)

### Commodity Codes (140 total)

035-96 - Unmanned Aerial Vehicles (UAV), Drones  
 204-10 - Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.  
 204-13 - Cables: Printer, Disk, Network, etc.

[Show more](#)



## Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor’s offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.



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**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:       APPROVE CLINICAL PARTNERSHIP AGREEMENT WITH A HEALTH PHARMACY TO PROVIDE PROGRAM OF STUDY AT FOUR (4) HIGH SCHOOLS**

**BACKGROUND:**

The Career and Technical Education’s Health Science Technology program of study offers Patient Care Technician and Pharmacy Technician 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. These new contracts will have to be renewed yearly with an auto-renewal option for up to four (4) years.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Clinical Partnership Agreement with a Health Pharmacy to Provide Program of Study at Four (4) High Schools
2. Decline to Approve Clinical Partnership Agreement with a Health Pharmacy to Provide Program of Study at Four (4) High Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Clinical Partnership Agreement with a Health Pharmacy to Provide Program of Study at Four (4) High Schools

**FUNDING SOURCE:       *Additional Details***

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

CVS Health

**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	Career and Technical Education Department	

**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

## HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Healthcare Support Staff Externship Training Agreement (“Agreement”) is entered into as of the latest date of execution by both Parties (“Effective Date”) by and between CVS Pharmacy, Inc. a Rhode Island corporation, with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its operating subsidiaries and affiliates, (“CVS Health”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, with offices at 100 N. University Dr., Fort Worth, TX 76107, (the “Partner”). CVS Health and the Partner may be collectively referred to as the “Parties” or individually as a “Party.”

**WHEREAS**, the Partner has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the “Training Program”) at the option of a student (hereinafter referred to individually, as a “Student” and collectively, as the “Students”), which requires clinical facilities, equipment, services and tutelage by approved practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as “Trainers”) to provide this practical experience; and

**WHEREAS**, CVS Health has the appropriate facilities, equipment, services, and Trainers to provide the necessary practical experience for the benefit of the Students;

**NOW THEREFORE**, it is agreed by and between the Partner and CVS Health that:

A. The Partner will:

1. Appoint a primary contact (hereinafter the “Partner Coordinator”) at the Partner to coordinate the performance of the Partner’s responsibilities hereunder.
2. Provide information regarding dates for the period of instruction, in accordance with the Partner calendar and forecasts of Students to be assigned to CVS Health.
3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the Partner Coordinator to serve as the liaison between the Partner and CVS Health to achieve the objectives of the Training Program.
5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.
6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensuring that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, Loss Prevention Policy Form, and HIPAA Policy Form hereto attached as Exhibits A, B, and C). Exhibit D shall be provided when multiple campuses are hosting students from the parent company.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training Program, in cooperation with the Partner, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in

accordance with guidelines and objectives of the Training Program.

2. Provision of information regarding the dates or the period of instruction, in accordance with the Partner's calendar and forecasts of Participants to be assigned to CVS Health.
  3. Completion of records and reports necessary for the conduct and verification of a Student's participation.
  4. Acceptance of Students as recommended by the Partner to be assigned to Trainers of CVS Health.
  5. Provision of existing equipment, facilities, supplies, and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.
- C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the Partner nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the Parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the Partner provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.
- D. CVS Health and the Partner agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the Partner also agree that CVS Health is not a joint employer of any Student. The Parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The Parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.
- E. Students and employees of the Partner shall adhere to the rules, regulations, procedures, and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement form, Loss Prevention Policy/ Procedures form, and HIPAA Policy/ Procedures form attached hereto as Exhibits A, B, and C. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure, or policy. CVS Health shall notify the designated Partner representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from disruption, including, but not limited to, canceling or re-scheduling training sessions, and relocating Students to different CVS Health locations without advance notice.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health. The Partner acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.
- G. The Partner shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional

insured party for all obligations of the Partner to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.

- H. CVS Health agrees to indemnify and hold harmless the Partner, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits, and expenses (including attorneys' fees) against the Partner resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).
- I. To the extent allowed by law and without waiver of any immunity or defense, the Partner agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits, and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the Partner or any of the Partner's directors, agents, officers, faculty, other students, or employees.
- J. The Partner recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the Partner nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the Partner and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the Partner shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary, or affiliate thereof to another CVS Health entity, affiliate, or subsidiary except as explicitly permitted hereunder. The Partner agrees to restrict the dissemination of CVS Health Confidential Information to the Partner's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written, graphic or other tangible forms shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All Partner personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The Partner's obligations in this section shall survive the

termination of this Agreement.

- K. The Partner and CVS Health have non-discriminatory policies. Neither Party shall discriminate against any assigned Student or other representatives of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability, or any other characteristic protected by law.
- L. This Agreement shall be governed by the laws of the State of Texas.
- M. Any notices (“Notice”) by either Party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either Party by written Notice to the other Party.

CVS Pharmacy, Inc.  
Workforce Initiatives  
CVS Regional Learning Center  
1544 Piedmont Avenue  
Atlanta, GA 30324  
ATTN: Mike Romesburg, Lead Manager Workforce Initiatives

Partner:  
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 Copies to:

Fort Worth Independent School District  
Office of Legal Services  
100 N. University Dr. Suite NW172  
Fort Worth, TX 76107

- N. This Agreement, together with each exhibit (A, B, C, and D), constitutes the entire agreement of the Parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations with respect to the subject matter hereof. This Agreement may be amended by mutual written consent of the Parties.
- O. This Agreement shall become effective upon execution by the second signatory hereto for a period of one (1) year, and will thereafter automatically renew for up to four (4) additional one-year terms; provided, either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

*Executed and acknowledged as the Agreement by an authorized representative of each party:*

**By: CVS Pharmacy, Inc.**

**By: Fort Worth Independent School District**

\_\_\_\_\_  
Signature

Esther Yanira Hurst

Name - Print or type

Sr. Advisor, CVS Health Workforce Initiatives

Title

\_\_\_\_\_  
Signature

David Saenz, Ed.D.

Name - Print or type

Chief Innovation Officer

Title

\_\_\_\_\_  
Signature

Kent P. Scribner, Ph.D.

Name - Print or type

Superintendent of Schools

Title




3/2/22

\* If the Partner has made no changes to this Agreement, please initial here: N/A

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123

Partner Initials:   
CVS Health Initials: \_\_\_\_\_



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

**TOPIC:       APPROVE CLINICAL PARTNERSHIP AGREEMENT WITH A  
NURSING AND REHABILITATION CENTER TO PROVIDE PROGRAM  
OF STUDY AT FOUR (4) HIGH SCHOOLS**

**BACKGROUND:**

The Career and Technical Education’s Health Science Technology program of study offers Patient Care Technician and Pharmacy Technician 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. These new contracts will have to be renewed yearly with an auto-renewal option for up to four (4) years.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Clinical Partnership Agreement with a Nursing and Rehabilitation Center to Provide Program of Study at Four (4) High Schools
2. Decline to Approve Clinical Partnership Agreement with a Nursing and Rehabilitation Center to Provide Program of Study at Four (4) High Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Clinical Partnership Agreement with a Nursing and Rehabilitation Center to Provide Program of Study at Four (4) High Schools

**FUNDING SOURCE:**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Marine Creek Nursing and Rehabilitation

**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	Career and Technical Education Department	

**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

**CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND  
Marine Creek Nursing and Rehabilitation**

This **Clinical Affiliation Agreement (the “Agreement”)** is entered into by and between the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (“FWISD”) and Marine Creek Nursing and Rehabilitation a clinical facility located at 3600Angle Ave. Ft. Worth, Tx 76013 (“Facility”). FWISD and Facility agree to the following:

**PURPOSE**

FWISD has a technical education program (“Program”) through which FWISD provides its students’ academic and clinical experience in the health sciences. FWISD desires for the Facility to provide certain students of FWISD with clinical experience within the Facility’s environment, and Facility is willing to provide such experience.

**1.0 RESPONSIBILITIES OF FWISD**

FWISD shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide a FWISD faculty member at Facility to be available at times for consultation to students participating in the Program;
- c) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- d) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- e) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- f) 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) 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;
- h) provide proof of professional liability insurance covering students placed at the Facility. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- i) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student

issues will be documented by the Facility and provide to the designated Faculty member and/or other representative of FWISD. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;

- j) ensure that each student and FWISD faculty is compliant with all of the Facility's vaccine and/or immunization requirements;
- 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; and
- l) provide transportation for students to and from the 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.

## **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 TERMS AND TERMINATION**

This Agreement shall remain in effect for four (4) years beginning on February 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 agency.



## **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: Marine Creek Nursing and Rehabilitation  
3600 Angle Ave.  
Texas, Fort Worth, 76106  
817-624-6164  
Attn: Brenda Wright, LNFA

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 Direct of CTE

## **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.

## 7.0 MISCELLANEOUS

7.1 Non-discrimination. FWISD and Faculty shall not unlawfully discriminate in their respective performance of this Agreement.

1. Fort Worth ISD offers career and technical education programs in all 16 Clusters.

- 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

Admission to the above programs is based on interest and aptitude, age appropriateness, and class space availability.

2. It is the policy of Fort Worth ISD not to discriminate on the basis of race, color, national origin, sex or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

3. It is the policy of Fort Worth ISD not to discriminate on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

4. Fort Worth ISD will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

5. For information about student rights or grievance procedures, contact FWISD Title IX Coordinator; Patrick Smith, Director, Employee Relations at 100 North University Drive, Fort Worth, TX 76107, Telephone: (817) 814-2793; Patricia Sutton, Director

of Special Programs, 100 North University Drive, Fort Worth, TX 76107, Telephone: (817) 814-2458.

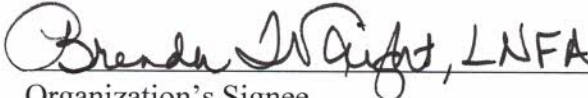
- 7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.
- 7.3 Governing Law and Venue. This Agreement shall be governed by 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.
- 7.4 Severability. 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.
- 7.5 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.
- 7.6 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 employer 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 each party. Each party warrants that it will train all of its Representatives concerning this provision of the Agreement.



EFFECTIVE the date set forth above. Executed as of the dates below, 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.

**Facility:**

Marine Creek Nursing and Rehabilitation  
3600 Angle Ave.  
Texas, Fort Worth, 76106

  
\_\_\_\_\_  
Organization's Signee  
Administrator

2.14.2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
General Legal Counsel

\_\_\_\_\_  
Date

**FWISD:**

Forth Worth Independent School District, Career & Technical Education  
1050 Bridgewood Street  
Fort Worth, Texas 76112



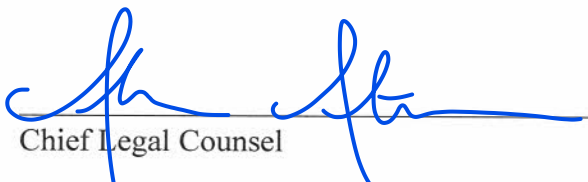
\_\_\_\_\_  
David Saenz, Ed.D.  
Chief Innovation Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kent P. Scribner, Ph.D.  
Superintendent of Schools

\_\_\_\_\_  
Date

*Approved as to Legal Form and Sufficiency for Fort Worth ISD only.*

  
\_\_\_\_\_  
Chief Legal Counsel

3/8/2022  
\_\_\_\_\_  
Date



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING WITH CHILD CARE ASSOCIATES TO PROVIDE EARLY CARE AND EDUCATION SERVICES****

**BACKGROUND:**

This Memorandum of Understanding (MOU) is intended to support the research-based framework designed by The State Center for Early Childhood Development. The goal is to improve the integration and coordination of services to young children by a range of early childhood educators and child care providers. This will ensure all young learners are provided an environment in accordance with early childhood best practices. This MOU term will be from August 1, 2022, to June 30, 2024.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Child Care Associates to Provide Early Care and Education Services
2. Decline to Approve Memorandum of Understanding with Child Care Associates to Provide Early Care and Education Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Child Care Associates to Provide Early Care and Education Services

**FUNDING SOURCE:        *Additional Details***

No Cost                               Not Applicable

**COST:**

No Cost

**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:**

Fort Worth ISD Elementary Schools

**RATIONALE:**

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in the participating classrooms. By partnering with Child Care Associates, the District will positively impact the kindergarten readiness of future Fort Worth ISD students.

**INFORMATION SOURCE:**

Marcey Sorensen



**Memorandum of Understanding  
Between  
The Fort Worth Independent School District  
and  
Child Care Associates-Head Start**

**PARTIES TO THE MOU:**

This Memorandum of Understanding ("MOU" or "Agreement") represents a collaborative agreement between **Child Care Associates** (GRANTEE of the Head Start Programs for Tarrant County), herein referred to as "CCA-HS," and the **Fort Worth Independent School District** (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), herein referred to as "ISD," for services. CCA-HS and ISD may be collectively referred to as the "Parties" or individually as a "Party".

**TERM OF MOU:**

The MOU term will be from August 1, 2022 to June 30, 2024.

**SERVICE AREA:**

CCA-HS and ISD will collaborate to deliver services within the Fort Worth Independent School District of Tarrant County.

**PURPOSE:**

The purpose of the CCA-HS/ISD Pre-Kindergarten (Pre-K) Partnership is to:

- A. Create a full-day, full-school year early care and education services for income-eligible families who need services offered collectively by CCA-HS and ISD;
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the Parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality, and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services; and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational supports.

**REGULATORY AUTHORIZATION:**

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007";
- B. In accordance with the Head Start Act: Public Law 110 -134 "Improving Head Start for School Readiness Act of 2007," Child Care Associates Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a) and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.), programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S. C. 11431et seq.), Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381et seq.), programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the House Bill 3, passed and signed in 2019, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in Texas Education Code (TEC) §29.1674 – 29.172 and Commissioner’s Rule (TAC §102.103); and
- D. Collaboration classrooms will align with Texas Child Care Licensing (CCL) standards, rules, and

laws.

### **COLLABORATION FRAMEWORK:**

CCA-HS and ISD will collaborate fully, with joint responsibility, on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of the curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which the classroom teacher and the teaching assistant co-deliver and share the responsibility of lesson planning, the fidelity of instruction, and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with Family Educational Rights and Privacy Act (FERPA);
- J. Sharing educational data through at least 3<sup>rd</sup> grade at an aggregate level and/or individual level, as appropriate, to ensure program impact is measured and tracked and CCA-HS and ISD name each other as "educational officials" for the purpose of FERPA records handling;
- K. Sharing documentation to support CCA-HS Non-Federal Share requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. The Parties will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and/or performance of services. This includes access to any books, papers, and records of either Party that is directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. The Parties will comply with all applicable laws, ordinances, rules, and regulations pertaining to their performance under this Agreement;
- N. The Parties will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement;
- O. Each Party agrees to ensure attendance of their respective staff to pertinent collaboration meetings and professional development (PD) as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and CCA-HS leadership will schedule and convene three (3) regular collaboration meetings annually to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, Head Start Program Performance Standards (HSPPS), and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per CCA-HS requirements. CCA-HS agrees to ensure that each CCA-HS teacher of record completes two (2) parent conferences and two (2) home visits per CCA-HS requirements. ISD and CCA-HS TAs will be encouraged to participate in all home visits;
- R. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the CCA-HS teacher and teacher assistant (TA) for collaboration classrooms on ISD campuses;

- S. ISD and CCA-HS will remain in compliance with all applicable local, state, and federal rules, regulations, and requirements. If compliance is not met, either party may terminate this Agreement immediately should the findings impact the provisions;
- T. CCA-HS will develop, with input from ISD, a collaboration handbook clarifying collaboration expectations, processes, and procedures that will be reviewed annually. ISD must approve the collaboration handbook in writing prior to implementation;
- U. Each classroom will support a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children. A mixed-aged classroom will support twenty (20) students if there are at least twelve (12) four-year-olds and seventeen (17) students if there are twelve (12) three-year-olds;
- V. Both the CCA-HS and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the CCA-HS Campus Director, and the CCA-HSISD Pre-K Coordinator, as applicable;
- W. ISD teachers and TAs will maintain a staff file that meets all Head Start Program Performance Standards and/or Child Care Licensing Minimum Standards at both CCA-HS and ISD campuses; (Appendix F)
- X. CCA-HS teachers and TAs will maintain a staff file that meets all Head Start Program Performance Standards and/or Child Care Licensing Minimum Standards at both CCA-HS and ISD campuses; (Appendix F)
- Y. In the event a media request is made regarding the Head Start Program under this Agreement, both Parties will be notified and represented. No media statement will be made by either Party regarding the Head Start Program under this Agreement without the written consent of the other Party. CCA-HS acknowledges and understands that ISD is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. If a valid request is made under the TPIA regarding the Program or this Agreement, the ISD will provide third-party notice to CCA-HS within 3 days of such request being made, but assumes no other liability. CCA-HS will be responsible for briefing the Texas Attorney General on why certain information is exempt from disclosure; and
- Z. Other elements/programs as listed below or as mutually agreed upon in writing in future iterations of or addendums to this MOU.

**CCA-HS RESPONSIBILITIES:**

- A. CCA-HS will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Child Development Associate (CDA) credentialed teaching assistant and one (1) CDA credentialed Head Start teaching assistant to be paired with one (1) ISD certified teacher of record in each of ISD and CCA-HS collaboration Pre-K classrooms. (Teaching assistants are required to obtain CDA credentials within two (2) years) from date of hire. (See Appendix A-I);
- B. CCA-HS will ensure vacancies for Head Start teachers and TAs are filled by CCA-HS in a timely manner;
- C. CCA-HS will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This Includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions.
- D. CCA-HS will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- E. CCA-HS will provide children and family support services as per 45 CFR Chapter XIII, HSPPS, and the Head Start for School Readiness Act of 2007;
- F. CCA-HS will complete, maintain, and review Head Start child files for eligibility criteria requirements;

- G. CCA-HS will comply with requirements for criminal background checks as required by both agencies to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- H. CCA-HS will ensure Head Start representatives regularly conduct scheduled ongoing, on-site monitoring visits, technical assistance and training, and review of children and family files;
- I. CCA-HS will provide ISD with written copies of site visit reports for corrective action, as appropriate;
- J. CCA-HS will provide ongoing training and technical assistance as needed in all areas of the program; and
- K. CCA-HS MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS ISD, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF CCA-HS, ANY CCA-HS SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CCA-HS OR ANYONE THAT CCA-HS CONTROLS OR EXERCISES CONTROL OVER. This section must survive the termination of the Agreement.

**ISD RESPONSIBILITIES:**

- A. ISD will provide one (1) CDA provisionally credentialed ISD teaching assistant (required to obtain CDA within two (2) years from date of hire) to be paired with one (1) Head Start certified teacher of record in each of ISD and CCA-HS collaborative Pre-K classrooms (See Appendix A);
- B. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Share for CCA-HS. Other staff such as administrative staff, additional teaching staff (music, library, and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for CCA-HS. Documentation of this cost will be submitted by ISD to CCA-HS (See Appendix B);
- C. ISD authorizes CCA to utilize the campus-specific number for the purpose of completing the necessary paperwork for alternative certification programs (Statement of Eligibility for Field Experiences).
- D. Upon request and school space available, ISD will work to provide office space for one Family Engagement Advocate to be available onsite for engaging and supporting families (See Appendix B);
- E. ISD will provide email accounts, internet access, and access to internal district teaching platforms to all collaboration ISD staff, as applicable;
- F. ISD will collaborate with CCA-HS to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- G. ISD will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period, or if ISD is informed of litigation, claims, or an audit that commences before the end of the three (3) year period;
- H. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms. This will include provision for the state of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of



the first day of school. In addition, ISD campus medical staff will assist CCA-HS in collecting children's immunizations, physicals, dental checkups prior to enrollment in order to receive full-day services;

- I. ISD will comply with requirements on criminal background checks as required by both agencies to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- J. ISD will annually complete, prior to the first day of school, the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by CCA-HS and Child Care Licensing regulations (See Appendix F);
- K. ISD will maintain child and family data that contains personal and confidential information within a secured area, accessible to applicable collaboration staff;
- L. ISD will not assist, transfer, or subcontract for the provision of services specifically outlined under this Agreement prior to written consent obtained from CCA-HS;
- M. [Reserved]
- N. To the extent applicable, ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007, and other applicable regulations.
- O. ISD will provide meals as per USDA/School Nutrition Program guidelines for all children on ISD campuses. ISD will notify CCA-HS if any partnership school is not providing breakfast and/or lunch. Children in collaboration classrooms will not be charged for meal service.
- P. ISD will provide, at no cost to CCA-HS, classroom space on ISD campuses of at least 720 square feet where like-aged children attend. This space, along with the usual and customary usage of the accompanying facilities such as library and playground, will be assessed at a fair market value (building use) for each classroom, with a monthly rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by CCA-HS for Non-Federal Share;
- Q. On a periodic basis, CCA-HS and/or its contractor will be given access to perform a certified facilities appraisal for space used in the collaboration;
- R. ISD will receive all evidence-based referrals from CCA-HS to Local Education Agency (LEA) for Part B or related services and maintain reciprocal progress communications 60, 90, and 120 days from date of referral (See Appendix C);
- S. ISD will provide appropriate substitute staff in collaboration classes, as per Appendix D;
- T. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including Classroom Assessment and Scoring System (CLASS) assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS, and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instructors' CLASS scores over time;
- U. ISD staff may be monitored (video and audio) while on a CCA-HS campus;
- V. ISD staff will be considered in the child to staff ratio; and
- W. ISD will send student assessment data three (3) times a year, no more than ten (10) business days after the end of the assessment window.

#### **CLASS COMPOSITION:**

- A. CCA-HS/ISD Pre-Kindergarten (Pre-K) Partnership will serve a minimum of 493 students.
- B. Each classroom will support a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children. Both Parties will support the full enrollment of qualifying students;
- C. Classrooms are located in ISD and CCA-HS campuses; and
- D. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

#### **ELIGIBILITY:**

FWISD/CCA-HS  
MOU:FINAL 2.17.22



- A. ISD and CCA-HS will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within one hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Family income is verified by a CCA-HS FEA or ERSEA team member, based on CCA-HS income eligibility, before determining that a child is eligible to participate in the program; and
- E. CCA-HS will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

**RECRUITMENT:**

- A. ISD and CCA-HS will recruit from service areas identified as those most in need;
- B. ISD and CCA-HS will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families within the service area as possible; and
- C. CCA staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

**SELECTION:**

- A. ISD and CCA-HS will ensure that no child is placed in the collaboration classes without following established systematic selection process criteria;
- B. ISD and CCA-HS will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist CCA-HS to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

**ENROLLMENT:**

- A. ISD and CCA-HS will coordinate to provide joint Pre-K and Head Start Registration and Enrollment data;
- B. Full enrollment shall be maintained at all times (each classroom shall have a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and CCA-HS will ensure that the collaboration maintains its funded enrollment level for both programs throughout the school year;
- E. ISD and CCA-HS will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy; and
- F. ISD and CCA-HS will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable).

**ATTENDANCE:**

- A. ISD and CCA-HS will initiate appropriate family support procedures for all children with

multiple and/or consecutive absences. When a child is absent, parents will be contacted by CCA-HS within one (1) hour of the school's start time unless the parent has previously arranged the absence;

- B. ISD and CCA-HS will provide collaborative services to eligible students for the ISD adopted school calendar year;
- C. ISD will allow CCA-HS to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. The collaboration teacher or the TA will report daily attendance by 9:00 am to the CCA-HS office either by email or the scanning system; and
- E. The collaboration teacher or TA will report the attendance in FOCUS by 10:00 am on applicable school days.

## **SUSPENSION AND EXPULSION:**

### Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and CCA-HS;
- B. A temporary suspension must be used only as a last resort and as defined in TEC 37.005 (c);
- C. Before ISD District Administrators, the CCA-HS Executive Management Team, and the Mental Health and Disability Coordinator determine whether a temporary suspension is necessary, both participating agencies must engage with a CCA-HS mental health consultant, collaborate with the parents, the child's teacher, and the school administrator, and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or
- D. If a temporary suspension is deemed necessary, CCA-HS and ISD must help the child return to full participation in all CCA-HS and ISD activities as quickly as possible while ensuring the child's safety by:
  - 1. Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;
  - 2. Developing and implementing a written plan to document the action and supports needed;
  - 3. Providing extended services that include home visits; and
  - 4. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

### Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by CCA-HS;
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a CCA-HS mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C.705 (9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with CCA-HS to ensure the child receives the needed support services; and/or

- D. If a child does not have an IEP, CCA-HS must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the Response to Intervention (RTI) protocol.

#### **POLICY ON FEES:**

- A. There are no fees associated with participation in collaborative ISD and CCA-HS services; and
- B. No child will be disallowed from participation due to dress code violations.

#### **EDUCATIONAL DESIGN:**

##### Teachers and Instruction

- A. Each classroom may participate in library, computer, music, and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Costs incurred for ISD substitute will be paid by ISD;
- C. ISD will secure a substitute teacher in the event that the CCA-HS teacher and/or CCA-HS TA is absent from duty. Costs incurred for the substitute for the CCA-HS teacher and/or assistant will be reimbursed by CCA-HS based on actual costs (See Appendix D);
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the CCA-HS teacher and CCA-HS TA, as applicable (See Appendix E);
- E. The CCA-HS Campus Director will serve as supervisor and evaluator for the CCA-HS teacher and assistant as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable (See Appendix E); and
- F. ISD Principal and the CCA-HS Campus Director or CCA-HS ISD Pre-K Coordinator will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened (See Appendix E).

##### Curriculum

- A. ISD and CCA-HS teachers will utilize a state-adopted, research-based curriculum with fidelity, in all collaboration classrooms, that is aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and CCA-HS;
- B. ISD and CCA-HS will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and CCA-HS must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals, as per 45 CFR §1302.32;
- D. ISD and CCA-HS teachers will co-plan with their TAs and with partnering collaboration classroom teachers on a weekly basis to develop lesson plans that include teaching objectives, theme-based, child-directed hands-on developmentally appropriate instructional activities, whole and small group instruction, child-directed learning centers, and outdoor play; and
- E. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development and educational plan in the language of instruction.

### Schedule

- A. ISD and CCA-HS will provide educational services at ISD campuses in accordance with campus hours;
- B. ISD and CCA-HS will provide a thirty (30) minute duty-free lunch;
- C. ISD and CCA-HS will provide a minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- D. ISD and CCA-HS will provide a joint planning and meeting time to ISD and Head Start teachers before the first day of the program year, when feasible.

### Extracurricular Learning Experiences

- A. Students in collaboration classrooms may participate in extracurricular learning experiences.
- B. No fees will be assessed for students in collaboration classrooms.
- C. All transportation must be provided by ISD and fitted with child restraint systems and meet other criteria as required by HSPSS 45 CFR 1303.70

### Professional Development

- A. CCA-HS teachers will be invited to appropriate ISD professional developments during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate CCA-HS professional developments during the program year that include CCA-HS teachers, and
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

### Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will involve CCA-HS in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within forty-five (45) days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle, and end of the year; and
- D. CCA-HS requires all classrooms to be assessed using the CLASS tool two (2) times annually (Fall/Spring) data will be used to inform coaching strategies. ISD will allow outside evaluators to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS, and the Head Start for School Readiness Act of 2007.

### Educational Data

- A. ISD will work to ensure that CCA-HS receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System;
- B. CCA-HS requests data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. CCA-HS and ISD will comply with Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data;
- D. CCA-HS & ISD designate the other party as an "education official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by a parent or guardian; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are outlined in the Data Sharing Agreement, hereby attached as "Exhibit A."

### Coordination of Student Support & Supplementary Services

- A. CCA-HS will initiate meetings between ISD and CCA-HS. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either Party as the need arises (See Appendix C).
- B. Campus ISD staff will invite CCA-HS staff to participate in campus MTSS meetings for Head Start students.

**PHYSICAL ENVIRONMENT:**

CCA-HS and ISD will collaborate in supplying furniture, instructional consumable supplies, and developmentally appropriate classroom materials in partnership classrooms.

**COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:**

- A. CCA-HS Family Engagement Advocates will provide referral and family engagement services to all families participating in the collaboration;
- B. CCA-HS Family Engagement Advocates will work with all families to develop family partnership agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent-child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders;
- C. CCA-HS provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent training;
- D. CCA-HS provides and encourages all parents to participate in CCA-HS Parent Committees, Policy Council, and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both CCA-HS and ISD staff;
- F. CCA-HS will provide transitions support to all collaboration families; and
- G. ISD and CCA-HS Family Engagement personnel will collaborate to provide services for families as needed.

**COMPREHENSIVE CHILD SERVICES:**

- A. CCA-HS Nutrition Specialists will generate and track referrals for any CCA-HS child with documented concerns with height and/or weight;
- B. CCA-HS Health Manager will generate and track referrals for any CCA-HS child to meet any treatment needs associated with health; and
- C. CCA-HS Mental Health/Disability Specialist will generate and track referrals for any CCA-HS child with a suspected mental health concern, behavior concern, or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

**AMENDMENTS/TERMINATION:**

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either Party unless the MOU is amended in writing and approved by both Parties. Either party may terminate this MOU upon ninety (90) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the Parties.

**NON-ASSIGNMENT AND SUBCONTRACTING:**

This Agreement is not assignable. Neither Party shall subcontract, assign, or transfer any of the rights, responsibilities, obligations, tasks, or performances specifically outlined under this Agreement without the written consent of the other Party.



**ORAL AND WRITTEN AGREEMENTS:**

All oral and/or written agreements between the Parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions, or deletions in the terms of this MOU shall not be binding unless made by a written amendment executed by both Parties.

**INDEPENDENT CONTRACTORS:**

Each Party and the officers, employees, agents, subcontractors, or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other Party.

**WAIVERS:**

The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have by operation of law, state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party shall not be construed to be a waiver of any subsequent breach thereof of any other covenant, condition, or agreement herein contained.

**ASSIGNMENTS:**

The rights, responsibilities, and duties under this Agreement are personal to the CCA-HS and shall not be transferred or assigned without the express prior written approval of ISD.

**NON-DISCRIMINATION:**

Each Party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

**GOVERNING LAW AND VENUE:**

This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.

**ALTERNATIVE DISPUTE RESOLUTION:**

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court-ordered or otherwise mutually agreed to in writing by both Parties.

**CAPTIONS:**

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**SEVERABILITY:**

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

**FORCE MAJEURE:**

Neither Party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war, and strikes.

**NOTICES:**

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement 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) To ISD:

Fort Worth Independent School District  
Name of District Contact: Olayinka Ojo  
Address: 1050 Bridgewood Drive  
Fort Worth, Texas 76112

(2) With Copies to:

Fort Worth Independent School District Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr., Ste. SW 172  
Fort Worth, Texas 76107

(3) To CCA-HS:

Child Care Associates- Head Start  
Contact Name: Allison Tarbutton- PreK Coordinator  
Address: 3000 E. Belknap, Fort Worth, TX 76111

**ATTACHMENTS:**

Attachments A-H are herein incorporated by reference and are made a part of this MOU.

**ELECTRONIC SIGNATURE:**

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

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Board of Education of the Fort Worth Independent School District and CCA-HS, acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

AA  
3/8/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

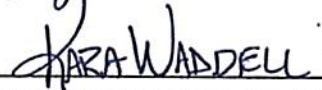
\_\_\_\_\_  
ISD Superintendent

[Print]



\_\_\_\_\_  
Signature

  
Date



\_\_\_\_\_  
Child Care Associates, President/CEO

[Print]



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





**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE PRE-KINDERGARTEN REGIONAL MEDIA CAMPAIGN TO INCREASE PRE-KINDERGARTEN ENROLLMENT****

**BACKGROUND:**

The purpose of this Memorandum of Understanding is for the Fort Worth ISD and vendor to jointly communicate with parents about PK registration through multiple platforms. Although Fort Worth ISD has achieved significant improvement in accountability ratings, there is much more work to do for the education of our students. The District has placed a priority on school readiness and early childhood education. Research shows that a child who attends a Pre-Kindergarten (Pre-K) Program has a higher attendance rate, scores higher on standardized tests, and is more likely to graduate from high school and college. At least 16 districts will participate in the regional media buy to increase the campaign’s reach, and all participating districts will align on a common Pre-K Registration time-frame beginning April 1, 2022, to leverage marketing and communication around the event.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-K Enrollment
2. Decline to Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-K Enrollment
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-K Enrollment

**FUNDING SOURCE:**

*Additional Details*

General Fund

199-61-6499-001-999-99-143-000000

**COST:**

\$23,988.01

**VENDOR:**

BrandEra, Inc.  
Early Matters

**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:**

Regional campaign targeting parents of Pre-K age children

**RATIONALE:**

Approval of this memorandum of understanding would increase the effectiveness and efficiency of creating awareness and the importance of Pre-K enrollment among Dallas-Fort Worth (DFW) parents and would increase the number of children enrolled in Pre-K in the Fort Worth ISD.

**INFORMATION SOURCE:**

Marcey Sorensen

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is effective as of March 23, 2022, by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, herein called “District” or “FORT WORTH ISD,” and The COMMIT Partnership, a Texas non-profit corporation, herein called “COMMIT.” Commit and District may be referred to collectively as the “Parties” or individually as a “Party”.

The Parties hereto agree as follows:

### **I. BACKGROUND**

- A. From 2015 to 2019, Dallas County has made progress on 3<sup>rd</sup> Grade Reading (+7% points). A key driver of this progress has been an increase in Pre-K enrollment, which has increased by 14% points since the 2014-2020 school year. Since 2014, COMMIT has aligned districts across Tarrant, Collin, and Dallas County to a common Pre-K registration week and shared enrollment strategies.
- B. The objectives for the 2022 Pre-K regional media campaign are to increase the effectiveness and efficiency of creating awareness for the importance of Pre-K enrollment among DFW Pre-K eligible families and to increase the number of eligible children enrolled in Pre-K across DFW.
- C. At least 14 districts have verbally committed to participate in a collaborative regional media buy to increase the Pre-K registration campaign’s reach and align on a common Pre-K Registration Week beginning April 1<sup>st</sup>, 2021, to leverage marketing and communication around the event. Each district is being asked to sign a Memorandum of Understanding with COMMIT, committing to participate in the campaign.
- D. Additionally, in order to help families navigate the process of Pre-K and child care center registration, COMMIT and participating districts have also agreed to market a regional website to families interested in early learning opportunities for their children to support them with enrollment.
- E. COMMIT and FORT WORTH ISD have chosen to use BrandEra as the TV, radio and digital and social media buy company.

### **II. PURPOSE AND SCOPE**

- A. The purpose of this partnership is for COMMIT and FORT WORTH ISD to jointly communicate with parents about Pre-K registration through a regional school locator website, radio and TV ads, physical marketing collateral, and via digital social channels (Facebook, Instagram, Pandora, etc.).
- B. The scope of this partnership is March 23, 2022, to October 30, 2022.

### III. COMMIT'S RESPONSIBILITIES UNDER THIS MOU

- A. COMMIT will convene partner organizations to share data and best practices leading to increased Pre-K Enrollment.
- B. COMMIT will fundraise to amplify district messaging.
- C. COMMIT will receive no money from FORT WORTH or BrandEra through this campaign
- D. COMMIT will survey parents to understand decision points around enrollment and messaging and supports to increase Pre-K enrollment
- E. COMMIT will maintain the regional website with a school locator that will enable parents to search for quality early learning centers near them.
- F. COMMIT will negotiate rates with and manage BrandEra to execute the following services:
  - a. Creation of a comprehensive marketing and communication strategy that reaches our target audience and creates a measurable impact.
  - b. Purchase TV and Radio spots leading up to the Pre-K Registration week and the start of the school year.
  - c. The production of Radio and TV ads that will promote the importance of early learning, Pre-K registration week, "back to school", and regional website.
  - d. The production and placement of targeted social media ads to promote awareness of the importance of early learning, Pre-K registration week, "back to school", and regional website.
  - e. Execution of geofencing and other digital media strategies to promote Pre-K enrollment.
  - f. Designing, printing, and/or distribution of flyers for district partners to help spread the word about Pre-K Enrollment.
  - g. The production of videos and social media ads that can be edited and branded by the District for its own marketing purposes.
- G. COMMIT appoints Nicholy Johnson as the main contact for COMMIT.

### IV. ISD'S RESPONSIBILITIES UNDER THIS MOU

- A. The Parties agree to a joint regional media buy of at least \$150,000, assuming the participation of fourteen (14) districts across DFW districts, representing approximately 30,588 students. District agrees to pay \$23,988.01 of the total costs of the media buy, which is based on the 2021-22 Pre-K student count for participating districts and the District's percentage of that total enrollment. See **Exhibit A** for enrollment breakdown by district. In the event additional districts join the regional campaign, either the total amount of the media buy may be increased or the District's costs will be decreased according to the same formula, but in such case, the District's costs will not increase

beyond \$23,988.01 without the District's consent. In the event districts on Exhibit A do not participate, the media buy will be decreased unless the District consents to pay a larger amount towards the media buy.

- B. District will join in overall campaign, by:
  - a. Facilitation of any vendor or procurement processes for BrandEra through appropriate ISD channels by March 2022.
  - b. Payment of the above contribution to the regional campaign directly to BrandEra by dates noted on the invoice from BrandEra.
  - c. Integrating regional marketing tools including video and social media into District pre-k marketing plans.
  - d. Promoting regional tools including the regional website and through District pre-k marketing plans.
  - e. Dedicate a marketing and Pre-K staff resource to:
    - i. Attend a maximum of 3 two-hour meetings to approve and give input into regional marketing materials.
    - ii. Send District logos to be included in all materials in December and January.
    - iii. Send district designs for flyers (one side English, one side Spanish) for printed materials by March, 2022.
    - iv. Send district designs for yard signs (one side English, one side Spanish) for printed materials by March, 2022.
    - v. Assist in connecting to parents for interviews and other various requests that could take up to 2 hours per week during December and January.
    - vi. Send District GIS files and 2022 Pre-K school site information to ensure school locator tool accuracy by March, 2022.
- C. District will provide COMMIT with Pre-K registration information and Frequently Asked Questions (FAQs) to enable COMMIT to support updates to the regional website
- D. District will provide monthly Pre-K enrollment reports to COMMIT by campus and age by the 5<sup>th</sup> of each month from April to October.
- E. FORT WORTH ISD appoints Olayinka Ojo as the main contact.

## **V. JOINT RESPONSIBILITIES FOR COMMIT AND ISD**

COMMIT, FORT WORTH ISD, and other participating districts will mutually agree on development and design of shared messages and scheduling for regional campaign materials.

[Signature Page Follows]

**VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of COMMIT and the FORT WORTH ISD authorized officials. It shall be enforced from March 23, 2022 to October 30, 2022. COMMIT and FORT WORTH ISD indicate agreement with this MOU by their signatures.

*Dominique McCain*

\_\_\_\_\_  
Dominique McCain  
Managing Director, Early Matters Dallas/  
Best In Class The COMMIT Partnership  
The COMMIT Partnership

03/08/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Marcey Sorensen  
Chief of Academics  
Fort Worth Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent  
Fort Worth Independent School District

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Exhibit A**

**Estimated Share of Total Cost Based on 2021-2022 Pre-K Enrollment**

<b>Participating Districts</b>	<b>2021-22 # of PK Students</b>	<b>% of Total Students</b>
<b>ARLINGTON ISD</b>	<b>3171</b>	<b>10.37%</b>
<b>CARROLLTON-FARMERS BRANCH ISD</b>	<b>1129</b>	<b>3.69%</b>
<b>CEDAR HILL ISD</b>	<b>295</b>	<b>0.96%</b>
<b>CROWLEY ISD</b>	<b>1015</b>	<b>3.32%</b>
<b>DALLAS ISD</b>	<b>11033</b>	<b>36.07%</b>
<b>DESOTO ISD</b>	<b>418</b>	<b>1.37%</b>
<b>DUNCANVILLE ISD</b>	<b>487</b>	<b>1.59%</b>
<b>FORT WORTH ISD</b>	<b>4384</b>	<b>14.33%</b>
<b>GARLAND ISD</b>	<b>2289</b>	<b>7.48%</b>
<b>GRAND PRAIRIE ISD</b>	<b>1898</b>	<b>6.21%</b>
<b>MESQUITE ISD</b>	<b>1545</b>	<b>5.05%</b>
<b>MIDLOTHIAN ISD</b>	<b>153</b>	<b>0.50%</b>
<b>PLANO ISD</b>	<b>1237</b>	<b>4.04%</b>
<b>RICHARDSON ISD</b>	<b>1534</b>	<b>5.02%</b>
<b>Total</b>	<b>30588</b>	

**Total Cost To BrandEra for FORT WORTH ISD - \$23,988.01**

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC: APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY CONTRACT AMENDMENT BUDGET INCREASE FOR THE 2021-2022 ADULT EDUCATION PROGRAM**

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC Request for Proposal (RFP) 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District’s Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2021-2022 year to ensure the students targets are met.

Estimated Cost of the FWISD Adult Education program for the 2021-2022 is \$2,222,901.40, which will be reimbursed as a subcontractor through this agreement. On January 27, 2022, FWISD received additional funding from Workforce Solutions of Tarrant County for the amount of \$233,424.96 to assist in building capacity to serve adult education students. The revised contract funding amounts, budget, and service targets to reflect updated funding levels.

<b>Description</b>	<b>BOE Date</b>	<b>Current Budget</b>	<b>Changes</b>	<b>Revised Budget</b>
Original Contract	07/01/2021	2,222,901.40	-	\$2,222,901.40
Budget Increase	01/27/2022	2,222,901.40	\$233,424.96	\$2,456,326.36



**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2021-2022 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2021-2022 Adult Education Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2021-2022 Adult Education Program

**FUNDING SOURCE:**            *Additional Details*

No Cost                                  Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**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:**

Adult Education Locations Throughout Tarrant County

**RATIONALE:**

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

**INFORMATION SOURCE:**

Sherry Breed



**Tarrant County Workforce Development Board  
Contract Amendment No. 1**

Program Contract No.: 21-SPC-AEL-004  
 Contract Period: July 1, 2021 thru June 30, 2022  
 Contractor Name: Fort Worth Independent School District

**Reason for the Amendment:**

To revise the contract funding amounts, budget, and service targets to reflect updated funding levels.

**Amendment to Current Contract:**

The contract is amended by:

1. Revising the contracted funding amounts as shown below:

<b>Funding Stream</b>	<b>Original Amt</b>	<b>Change</b>	<b>Revised #</b>
AEL Combined	\$ 2,144,469.75	\$ 233,424.96	\$ 2,377,894.71
Performance Funding (holdback)	\$ 45,988.65	NA	\$ 45,988.65
Professional Development	\$ 32,443.00	NA	\$ 32,443.00
<b>Total</b>	<b>\$ 2,222,901.40</b>	<b>\$ 233,424.96</b>	<b>\$ 2,456,326.36</b>

2. Incorporating a revised contract line-item budget, as shown on Attachment A to this amendment, and

3. Incorporating revised customer service targets that replace those originally set forth in the contract Statement of Work, as follows:

Service Category	Target	Change	Revised #
AEL Combined (Traditional)	2405	250	2655
Intensive	95	NA	95
IET	150	26	176
TOTAL Unduplicated	2650	276	2926

**Effective Date:**

The effective date of this amendment is January 27, 2022.

**Approved:**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Dr. Kent Scribner  
Superintendent, Fort Worth ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sherry Breed,  
Chief of Equity & Excellence

*mtw*

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:        **APPROVE FIRST READING-REVISIONS TO BOARD POLICIES**  
**BDAA,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:**

- BDAA(LOCAL): Revisions recommended for removal of second vice president position
- 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.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHBC(LOCAL) and EIE(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHBC(LOCAL) and EIE(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Reading-Revisions to Board Policies BDAA(LOCAL), 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 MARCH 22, 2022 BOARD MEETING**

- **BDAA(LOCAL):** recommendation for removal of second vice president position
- **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.

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-to-day 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:

1. Immediately prior to being selected as President served as Board Vice President. ~~Preside at all Board meetings unless unable to attend.~~
2. ~~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.~~
3. ~~Have served as chair of at least one existing school board committee. Call special meetings of the Board.~~



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:

1. ~~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.~~
3. 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:~~

- ~~1. 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:

1. 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.

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.

**Each student Accelerated/Compensatory Services**

~~Students at all grade levels~~ who ~~has~~have been identified as being at risk of dropping out of school, who ~~is~~are 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 state-mandated ~~needs~~ 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 at-risk 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)]

<b>Curriculum Mastery</b>	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]
<b>Standards for Mastery</b>	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none"><li>1. 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.</li><li>2. 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.</li></ol>
<del>Prekindergarten</del>	<del>State guidelines for prekindergarten prevent a student from being retained.</del>
<del>Kindergarten</del>	<del>The decision regarding promotion or retention of a student in kindergarten shall be made by the campus principal or designee.</del>
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 EII] <del>as follows [see EII]:</del>

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~~

~~2.—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~~

~~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]~~

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:       APPROVE SECOND READING-REVISIONS TO BOARD POLICIES  
DP(LOCAL) AND GKA(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:**

- DP(LOCAL): TASB standard-version revisions regarding school counselors based on Senate Bill 179, which mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of total work time on duties that are components of a comprehensive school counseling program. The recommended policy text is structured for the administration, rather than the board, to make the initial administrative determination about a counselor's job duties.
- GKA(LOCAL): A TASB recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the Board within 90 "calendar" days.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)
3. Remand to Staff for Further Study



**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading-Revisions to Board Policies DP(LOCAL) and GKA(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 MARCH 22, 2022 BOARD MEETING**

- **DP(LOCAL):** TASB standard-version revisions regarding school counselors based on Senate Bill 179, which mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of total work time on duties that are components of a comprehensive school counseling program. The recommended policy text is structured for the administration, rather than the board, to make the initial administrative determination about a counselor's job duties.
- **GKA(LOCAL):** A TASB recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the Board within 90 "calendar" days.

PERSONNEL POSITIONS

DP  
(LOCAL)

PRINCIPAL  
QUALIFICATIONS

In addition to the minimal certification requirement, ~~a~~the principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budgets~~budget and personnel and coordinate campus functions;
4. The ability to explain ~~policy~~policies, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
7. Other qualifications deemed necessary by the Board ~~and included in the job description.~~

SCHOOL  
COUNSELORS

If the Board approves a determination by the administration that due to District or Campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

~~JOB GOAL~~

~~The principal shall direct the overall operation of the school, provide instructional leadership to ensure high standards of instructional service, direct the implementation of District policies, and manage the operation of facilities and campus activities.~~

~~ASSISTANT PRINCIPAL~~

~~The assistant principals shall aid the principals in the management of the schools and in the organization and supervision of the instructional program. These assistants shall act for the principals when conditions require it and shall be assigned responsibilities as outlined by the principals.~~

~~Elementary schools with enrollments of less than 500 shall be allowed to select either an assistant principal or an instructional specialist. When the latter is chosen, the instructional specialist shall act for the principal when necessary.~~

COMMUNITY RELATIONS  
CONDUCT ON SCHOOL PREMISES

GKA  
(LOCAL)

ACCESS TO DISTRICT  
PROPERTY

Authorized District officials, including school resource officers and District policy officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law. ~~Principals and other designated employees are authorized to:~~

- ~~1. Refuse entry onto school grounds to persons who do not have legitimate business at the school;~~
- ~~2. Request any unauthorized person or any person engaging in unacceptable conduct to leave the school grounds;~~
3. District officials may ~~Request~~ request assistance from ~~of~~ law enforcement ~~officers~~ in an ~~cases of~~ emergency or when a person is engaging in behavior rising to the level of criminal conduct.; ~~and~~
- ~~4. Seek prosecution for violations of law as permitted by statute.~~

EJECTION OR  
EXCLUSION UNDER  
EDUCATION CODE  
37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

OFF-CAMPUS  
ACTIVITIES

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

PROHIBITIONS

~~TOBACCO~~ ~~ELECTRO~~  
~~NIC~~ AND E-  
CIGARETTES

The District prohibits ~~smoking and the use of tobacco products and electronic e-cigarettes or any other electronic vaporizing device~~ on District property, in District vehicles, or at school-related activities ~~at all times.~~

WEAPONS

The District prohibits the ~~unlawful~~ use, possession, or display of any firearm, ~~location-specific illegal~~ knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

EXCEPTIONS

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or

2. ~~The~~ use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

~~JROTC FIRING  
RANGES~~

~~Use of JROTC firing ranges shall be limited to JROTC cadets and their instructors. Firing at such ranges shall be conducted under the supervision of the senior instructor (SI) of the school and shall be in accordance with published JROTC range regulations.~~

VIOLENCE AND  
ABUSIVE LANGUAGE

No parent of a student, nor any other person acting on behalf of a student, shall be permitted to direct any form of violence or abusive language toward a student, teacher, school administrator, or other District personnel, or cause damage to be inflicted upon the property of any student or District employee. For purposes of this policy, abusive language includes any verbal expression that is used intentionally to be offensive, including but not limited to language with racial, ethnic, religious, social, sexual, moral, or physical implications.

~~A person judged guilty of this offense shall be subject to referral to the local authorities and may be charged with violating applicable municipal, state, and/or federal laws.~~

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:     **APPROVE FEBRUARY 22, 2022 AND MARCH 22, 2022 GOAL  
PROGRESS MEASURES REPORTS****

**BACKGROUND:**

The Fort Worth ISD Board of Trustees (the “Board”) and Superintendent work collaboratively to implement the Lone Star Governance (LSG) Framework to focus on one primary objective: Improving Student Outcomes. The intention of LSG is to provide a continuous improvement model for governing teams. Participants in Lone Star Governance work with an LSG Coach to develop the mindset, the knowledge and the skills on how to work collaboratively together as a Board and with the Superintendent to develop: a vision of improving student outcomes; student outcome goals; methods to communicate local values, and effective local accountability by monitoring the progress towards achieving the student outcome goals.

The Administration updated the Board on the following Lone Star Governance Progress Monitoring Reports during the February 22, 2022 and the March 22, 2022 Board Meetings: *Goal Progress Measure Updates – Goal 1 and Goal 2, Talent Management: Intentionality in Action, Technology Update, Bilingual Education Update, and Special Education Update*. In order to receive Student Outcome Minutes and/or Adult Behavior Minutes, the Board must discuss and approve the Student Outcome Goal Monitoring Reports according to the board adopted Monitoring Calendar.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve February 22, 2022 and March 22, 2022 Goal Progress Measures Reports
2. Decline to Approve February 22, 2022 and March 22, 2022 Goal Progress Measures Reports
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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 Fort Worth ISD Schools, Communities, and Stakeholders

**RATIONALE:**

Approval of the Goal Progress Measures Reports and Board Self-Constraints will ensure that Fort Worth ISD is in compliance with Lone Star Governance (LSG) Framework.

**INFORMATION SOURCE:**

Board of Trustees  
Kent Scribner  
Karen Molinar

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**       **APPROVE LONE STAR GOVERNANCE BOARD SELF-CONSTRAINTS FROM THE MARCH 22, 2022 BOARD MEETING**

**BACKGROUND:**

The Fort Worth ISD Board of Trustees (the “Board”) and Superintendent work collaboratively to implement the Lone Star Governance (LSG) Framework to focus on one primary objective: Improving Student Outcomes. The intention of LSG is to provide a continuous improvement model for governing teams. Participants in Lone Star Governance work with an LSG Coach to develop the mindset, the knowledge and the skills on how to work collaboratively together as a Board and with the Superintendent to develop: a vision of improving student outcomes; student outcome goals; methods to communicate local values, and effective local accountability by monitoring the progress towards achieving the student outcome goals.

The Board continued developing Board Self-Constraints during the March 22, 2022 Board Meeting and requires Board approval.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Lone Star Governance Board Self-Constraints from the March 22, 2022 Board Meeting
2. Decline to Approve Lone Star Governance Board Self-Constraints from the March 22, 2022 Board Meeting
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Lone Star Governance Board Self-Constraints from the March 22, 2022 Board Meeting



**FUNDING SOURCE:**            *Additional Details*

No Cost                                  Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

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

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

All Fort Worth ISD Schools, Communities, and Stakeholders

**RATIONALE:**

Approval of the Goal Progress Measures Reports and Board Self-Constraints will ensure that Fort Worth ISD is in compliance with Lone Star Governance (LSG) Framework.

**INFORMATION SOURCE:**

Board of Trustees  
Kent Scribner  
Karen Molinar

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:      **APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
FEBRUARY 28, 2022****

**BACKGROUND:**

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021 and last amended through the period ended January 31, 2022. During the month of February 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 February 28, 2022
2. Decline to Approve Budget Amendment for the Period Ended February 28, 2022
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended February 28, 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**

	<b>Consolidated General Fund 2021-2022 Amended Budget 1/31/2022</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2021-2022 Amended Budget 2/28/2022</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$459,971,554	\$0	\$459,971,554
5800 State Revenue	330,087,019	0	330,087,019
5900 Federal Revenue	14,931,000	0	14,931,000
7900 Other Sources	9,500,000	0	9,500,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$814,489,573</b>	<b>\$0</b>	<b>\$814,489,573</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$487,453,787	\$1,611,896	\$489,065,683
12 Instruction Resources and Media Services	\$12,617,293	(\$7,195)	\$12,610,098
13 Curriculum and Instructional Staff Development	\$13,421,997	(\$78,025)	\$13,343,972
21 Instructional Administration	\$16,323,715	\$6,492	\$16,330,207
23 School Administration	\$51,422,640	(\$10,749)	\$51,411,891
31 Guidance and Counseling Services	\$49,113,307	(\$5,272)	\$49,108,035
32 Social Work Services	\$5,410,080	(\$5,217)	\$5,404,863
33 Health Services	\$11,587,031	\$0	\$11,587,031
34 Student Transportation	\$23,483,181	(\$998,781)	\$22,484,400
35 Food Services	\$726,922	\$767,439	\$1,494,361
36 Cocurricular/Extracurricular Activities	\$17,174,042	\$863,368	\$18,037,410
41 General Administration	\$25,425,287	\$400	\$25,425,687
51 Plant Maintenance and Operations	\$103,073,241	\$43,674	\$103,116,915
52 Security and Monitoring Services	\$20,909,182	(\$6,800,100)	\$14,109,082
53 Data Processing Services	\$17,694,999	\$3,239,125	\$20,934,124
61 Community Services	\$5,799,584	\$0	\$5,799,584
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$654,888	\$1,372,945	\$2,027,833
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
<b>Total Budgeted Expenditures</b>	<b>\$865,477,676</b>	<b>\$0</b>	<b>\$865,477,676</b>
<b>Total Deficit</b>	<b>(\$50,988,103)</b>	<b>\$0</b>	<b>(\$50,988,103)</b>
Beginning Fund Balance (Audited)	281,399,838		281,399,838
Fund Balance-Ending (Unaudited)	<b>\$230,411,735</b>		<b>\$230,411,735</b>

		February 28, 2022 Budget Amendment		
		Increase	Decrease	Net Effect
<b>Object</b>	<b>Revenue</b>			
5700				
5800				
5900				
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Function</b>	<b>Expenses</b>			
11	Fund 199-Transfer from function 52 for purchase of teacher tablets/mobile computing	3,500,000		
	Fund 199-Transfer to function 35 for CNS food trucks and additional funding		772,439	
	Fund 199-Transfer to function 34 to fund internet connection for buses		363,164	
	Fund 199-Transfer to function 36 to fund new athletic sport program, student travel and officials' pay		854,111	
	Fund 199-Transfer from function 13 for reimbursement for materials needed for instructional technology	87,500		
	Campus/Dept. normal course of District operations	14,110		
	<b>Overall effect on Function 11</b>	<b>3,601,610</b>	<b>1,989,714</b>	<b>1,611,896</b>
12	Campus/Dept. normal course of District operations		7,195	
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>7,195</b>	<b>(7,195)</b>
13	Fund 199-Transfer to function 11 for reimbursement for materials needed for instructional technology		87,550	
	Campus/Dept. normal course of District operations	9,525		
	<b>Overall effect on Function 13</b>	<b>9,525</b>	<b>87,550</b>	<b>(78,025)</b>
21	Campus/Dept. normal course of District operations	6,492		
	<b>Overall effect on Function 21</b>	<b>6,492</b>	<b>0</b>	<b>6,492</b>
23	Campus/Dept. normal course of District operations		10,749	
	<b>Overall effect on Function 23</b>	<b>0</b>	<b>10,749</b>	<b>(10,749)</b>
31	Campus/Dept. normal course of District operations		5,272	
	<b>Overall effect on Function 31</b>	<b>0</b>	<b>5,272</b>	<b>(5,272)</b>
32	Campus/Dept. normal course of District operations		5,217	
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>5,217</b>	<b>(5,217)</b>
34	Fund 198-Transfer to function 81 for construction of bus wash		1,406,945	
	Fund 199-Transfer from function 11 to fund internet connection for buses	363,164		
	Campus/Dept. normal course of District operations	45,000		
	<b>Overall effect on Function 34</b>	<b>408,164</b>	<b>1,406,945</b>	<b>(998,781)</b>
35	Fund 199-Transfer from function 11 for CNS food trucks and additional funding	772,439		
	Campus/Dept. normal course of District operations		5,000	
	<b>Overall effect on Function 35</b>	<b>772,439</b>	<b>5,000</b>	<b>767,439</b>
36	Fund 199-Transfer from function 11 to fund new athletic sport program, student travel and officials' pay	854,111		
	Campus/Dept. normal course of District operations	9,257		
	<b>Overall effect on Function 36</b>	<b>863,368</b>	<b>0</b>	<b>863,368</b>
41	Campus/Dept. normal course of District operations	400		
	<b>Overall effect on Function 41</b>	<b>400</b>	<b>0</b>	<b>400</b>
51	Campus/Dept. normal course of District operations	43,674		
	<b>Overall effect on Function 51</b>	<b>43,674</b>	<b>0</b>	<b>43,674</b>
52	Fund 199-Transfer to function 53 to continue Phase 2 of Wireless Networks		3,300,000	
	Fund 199-Transfer to function 11 for purchase of teacher tablets/mobile computing		3,500,000	
	Campus/Dept. normal course of District operations		100	
	<b>Overall effect on Function 52</b>	<b>0</b>	<b>6,800,100</b>	<b>(6,800,100)</b>
53	Fund 199-Transfer from function 52 to continue Phase 2 of Wireless Networks	3,300,000		
	Campus/Dept. normal course of District operations	184	60,875	
	<b>Overall effect on Function 53</b>	<b>3,300,000</b>	<b>60,875</b>	<b>3,239,125</b>

	<b>February 28, 2022 Budget Amendment</b>	<b>Increase</b>	<b>Decrease</b>	<b>Net Effect</b>
<b>81</b>	Fund 198-Transfer from function 34 for construction of bus wash Campus/Dept. normal course of District operations	1,372,945		
	<b>Overall effect on Function 81</b>	<b>1,372,945</b>	<b>0</b>	<b>1,372,945</b>
	<b>Total</b>	<b>10,378,617</b>	<b>10,378,617</b>	<b>0</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**        **APPROVE ADOPTION OF BOARD OPERATING PROCEDURES  
MANUAL**

**BACKGROUND:**

The Fort Worth ISD is controlled locally through a Board of Education Trustees elected by voters within each district. Nine Trustees serve as single-member district representatives. All of the Trustees serve four-year terms voluntarily. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

**Major responsibilities of the Board:**

- to govern and oversee the management of the school District
- to levy and collect taxes
- to set the policies for the FWISD
- to develop and improve the educational system
- to secure adequate financing
- to select the superintendent of schools
- to foster good community relations

Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success. This Operating Procedures Manual provides the workings of this Board.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Adoption of Board Operating Procedures Manual
2. Decline to Approve Adoption of Board Operating Procedures Manual
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Board's Decision

**FUNDING SOURCE:**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

***Purchasing Support Documents Needed:***

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

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

Fort Worth ISD Board of Trustees

**RATIONALE:**

The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board in one succinct document. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.

**INFORMATION SOURCE:**

Board Policy Committee



# PREPARING ALL STUDENTS FOR SUCCESS IN COLLEGE, CAREER, AND COMMUNITY LEADERSHIP.



## Board of Trustees Operating Procedures Adopted: March 22, 2022



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT  
[www.fwisd.org](http://www.fwisd.org)

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## Welcome

The Fort Worth ISD is controlled locally through a Board of Education Trustees elected by voters within each district. Nine Trustees serve as single-member district representatives. All of the Trustees serve four-year terms voluntarily. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Major responsibilities of the Board:

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Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success. This Operating Procedures Manual provides the workings of this Board and encourages you to join in this pursuit.

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## Board of Trustees

**How are Board Members elected?** [Policies [BBB\(LEGAL\)](#) and [BBB\(LOCAL\)](#)]

The nine-member FWISD Board of Trustees consists of local citizens who provide an important public service to the Fort Worth community, serving without compensation. Board elections are held during the May uniform election date of odd numbered years with trustees serving four-year terms. Single-member districts 2, 3, 5 and 6 are held together and single-member districts 1, 4, 7, 8 and 9 are held together on a rotating basis. Each trustee is elected by residents within his/her district of residency by majority vote.

## Board of Trustees



### **Tobi Jackson, President**

#### **District 2**

Tobi Jackson is a parent, educator, and administrator. A lifelong resident of East Fort Worth who attended: Eastern Hills Elementary, Meadowbrook Middle School, and proudly graduated in 1978 from Eastern Hills High School. This FWISD education prepared her for a successful transition into college, where she received a B.A. from The University of Texas at Arlington and an M.S. from the University of North Texas. Coupled with over 3 decades of community service in Tarrant County, Ms. Jackson's focus is firmly planted in sustainable, outcomes driven efforts on behalf of ALL Fort Worth youth. She and husband Bruce have two children, Alexis and Zoie. Alexis is a

2018 graduate of FWISD. Zoie attends The I.M. Terrell VPA/STEM Academy of FWISD.



### **Quinton 'Q' Phillips, 1st Vice President**

#### **District 3**

Quinton "Q" Phillips is a native of Fort Worth born and raised on the eastside of the city in the Historic Stop Six Community. Quinton has spent over a decade helping to facilitate a cultural diversity and leadership camp for high school students and has now served the Multicultural Alliance for two decades. Quinton is a graduate of The Illustrious Paul Laurence Dunbar High School and a proud alumnus of Prairie View A&M University where he earned a Bachelor's degree in Social Work. He is also a graduate of Palmer Theological Seminary at Eastern University where he received a Master's in Theological Studies. Quinton is married to Diondria, and they have two

sons, Quinton II and Austin.



### **Carin 'CJ' Evans, Secretary**

#### **District 5**

Carin "CJ" Evans graduated from Baylor University in 1996 and from Regent University School of Law in 2001. She has been practicing law in Texas for over 17 years and is also licensed in Arkansas. CJ is a member of the Texas Pro Bono College and facilitates a monthly legal clinic at The Women's Center of Tarrant County. She has four children, all students in FWISD. In addition to being involved in her children's schools she served on FWISD's District Advisory Committee and Como Leadership Academy's Site-Based Decision-Making Committee from 2017-2019. In her spare time CJ enjoys gardening, cooking, and watching her kids play sports. She is fluent

in Spanish.



## Board of Trustees



### **Dr. Jacinto A. Ramos, Jr., Board Member**

#### **District 1**

Jacinto A. Ramos, Jr., Ed.D serves as the Chief of Board Governance and Leadership at Leadership ISD. He is a proven national, state, and community leader on educational policy, racial/ethnic equity, and school board governance. Jacinto is the immediate past chairman of the Council of Urban Boards of Education (CUBE) as well as the current president of the Mexican American School Boards Association. Additionally, he serves on the Board of Directors of the Texas Association of School Boards (TASB), and he is on the executive committee for the Council of Great City Schools. He currently resides on Fort Worth's North Side with

his lovely wife of more than 20 years and three sons.

#### **District 4: Vacant**



### **Anne Darr, Board Member**

#### **District 6**

Anne Darr and her husband, Rich, have three children, two of which attend FWISD schools. They are active members of University Christian Church. Rich, also an educator, is a graduate of Paschal High School, and Anne has lived in Fort Worth for 30 years. She currently serves as the Educational Consultant for Deaf/Hard-of-Hearing Services at the Education Service Center Region 11. Anne earned her B.S. in Deaf Education in 1989 and her M.Ed. in Educational Administration in 2011, both from Texas Christian University. She has served as an elementary and middle school classroom teacher, an itinerant teacher, a Parent Advisor working with families of deaf/hard of hearing children ages 0-3, and a teacher of homebound

students.

## Board of Trustees



[Dr. Michael Ryan](#), Board Member

**District 7**

Michael Ryan, Ed.D. and his wife, Michele, attend HighRidge Church in Benbrook. They have 2 married sons and 5 beautiful grandchildren. Dr. Ryan has served the greater Fort Worth community in multiple capacities including the Fort Worth After School Program and the T.C.U. Education Alumni Council. He attended Fort Worth ISD schools and is a 1969 graduate of Paschal High School. He was awarded Bachelor of Music Education ('74) and Bachelor of Science ('80) degrees from Texas Christian University. He received his M.S. in Education Administration from East Texas State University ('82) and was awarded his doctoral degree with a major in curriculum & instruction and instructional technology from Texas A&M University.



[Anael Luebanos](#), Board Member

**District 8**

Anael Luebanos was born in Fort Worth then moved with his family to rural Mexico as a child. His parents knew that he would have more opportunities in the United States so a 15-year old Anael took the bus to Fort Worth to live with relatives. He enrolled at Paschal High School and had to learn English fast. A group of excellent and patient teachers helped him to gain English proficiency. The hard work paid off as he was able to graduate with honors from Paschal High School and attended Texas Wesleyan University, where he received his Bachelor's degree and his MBA. Anael married his high school sweetheart, Anahi, and they have two beautiful children, one who is an elementary student in FWISD.



[Roxanne Martinez](#), Board Member

**District 9**

Roxanne Martinez is a graduate of Diamond Hill-Jarvis High School. She earned a B.S. in Journalism & Communications from the University of Florida and a Graduate Certificate in Marketing Management from the University of Dallas. Roxanne resides in Fort Worth with her husband and two kids, Serenity and Jayson and currently serves as a board member for the Fort Worth Hispanic Chamber of Commerce and on the marketing committee for Girls Inc. of Tarrant County. She also serves as Secretary of the Diamond Hill Jarvis Heritage Foundation. For over a decade, Roxanne and her husband have volunteered as coaches, mentors and board members for the Diamond Hill North Side Youth Association.

## Board Member Ethics

### **What are the ethical requirements of board members?**

All FWISD board members shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

#### **Equity in Attitude**

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

#### **Trustworthiness in Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

#### **Honor in Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

#### **Integrity of Character**

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

#### **Commitment to Service**

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

#### **Student-Centered Focus**

- I will be continuously guided by what is best for all students of the District.



## Board Meetings

**When does the Board of Trustees meet, and how can the public participate?** [Policy [BE\(LOCAL\)](#)]

FWISD Board Workshops generally are scheduled the second Tuesday of the month and regular Board Meetings the fourth Tuesday of the month (see calendar [here](#)). The meetings are generally held at the FWISD Teaching and Learning Center, 1050 Bridgewood Drive. Meetings generally begin at 5:30 p.m. and are open to the public. Additional meetings are scheduled on an as-needed basis, and Texas law allows the Board to call an emergency meeting in crisis situations.

Board meeting agendas will be posted on the [FWISD website](#) on the [Board of Trustees webpage](#) and are posted at least 72 hours before the board meeting.

In accordance with the Texas Open Meetings Act, the Board may meet privately in closed session to discuss matters related to personnel, student discipline, security, land acquisition and/or to consult with legal counsel [Policy [BEC\(LEGAL\)](#)]. No action, however, may be taken during a closed session.

The Board of Trustees encourages and invites the public to attend meetings and address the Board.

## Addressing the Board

**How can the public address the Board?** [Policies [BED\(LEGAL\)](#) and [BED\(LOCAL\)](#)]

### **Addressing the Board at a Regular Board Meeting**

When necessary for effective meeting management of the Board meeting, or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on non-agenda items, continuing agenda items to a later meeting, providing an expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. *See Board Policy [BED\(LOCAL\)](#).*

1. Following the posting of the Board meeting agenda, anyone desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email [amanda.coleman@fwisd.org](mailto:amanda.coleman@fwisd.org) by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.
2. Board members may not engage in a verbal exchange about a subject that has not been posted. The Board may reply with: (1) a statement of specific factual information given in response to the inquiry; (2) recitation of existing policy in response to the inquiry; or (3) direct the person to visit with staff about the issue.
3. Participants must specify the agenda item(s) or topic(s) of their comment(s).
4. Participants addressing items on the agenda will speak during the public comment portion of the meeting dedicated to the discussion of agenda items.

5. Participants that are addressing the Board with comments of a general nature or on topics not specifically listed on the agenda will speak during the public comment portion of the meeting dedicated to items that are not included on the agenda.
6. No presentation shall exceed three (3) minutes unless the speaker receives prior approval for additional time because of the use of a translator. When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the time allotted for each speaker will be one (1) minute when the number of speakers exceeds twenty (20) persons. The allotted time will begin counting down as soon as the speaker begins speaking.
7. Participants who require the assistance of a translator are permitted double the allotted time of participants who do not require the assistance of a translator.
8. Participants may not relinquish their time to another speaker.
9. Participants and members of the audience are allowed to bring signs during the meeting, but such signs shall be limited to a standard poster board size no larger than 22"x28". Individual signs that when put together form a larger sign need to comply with the 22"x28" size requirement as measured when the signs are put together.
10. Speakers should practice normal rules of decorum. Vulgar language and profanity will not be tolerated.
11. The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting. *See Board Policy BED(LOCAL).*
12. Any employee, parent, or other member of the public is asked to comply with the appropriate grievance policy to have a complaint heard pursuant to the applicable Board policy. *See Board Policies DGBA, FNG, and GF.*

Public Comment specific to items on the agenda will occur before consideration of any item and before closed session. Individuals are permitted to address the Board on any topic provided the procedures listed above are followed.

### **Addressing the Board at a Board Workshop, Special Meeting and Public Hearing**

The same guidelines provided above for addressing the Board at a Regular Meeting are to be followed. The only exception is at Board Workshops, Special Meetings and Public Hearings, public comment shall be limited to items on the agenda posted with notice of the meeting.

**During All Meetings of the Board, the Board President will ensure that the following guidelines are followed:**

- Requests to address the Board will be accepted on a first come, first served basis.
- Speakers are not allowed to identify students (other than parents who identify their own children), District personnel, or District volunteers by name.

## Agenda Creation and Agenda Items

### **How are the agendas created?** [Policy [BE\(LOCAL\)](#)]

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The deadline for submitting items for inclusion on the agenda is the fifth working day before regular meetings and noon on the third working day before special meetings. Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member. Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

## Board-Adopted Strategic Framework

### **What guides decisions made by the Board of Trustees?** [Policy [AE\(LOCAL\)](#)]

The Board of Trustees has adopted a strong strategic framework to guide all decision-making. Board members will honor the Mission, Vision, and Core Beliefs while meeting District goals through scalable systems that operate with effective change management and system development with a commitment to continuous improvement.

#### **Core Beliefs**

We Believe...

- Equal access and opportunity to learn is the right of every student;
- School curricula and instruction must be rigorous, relevant, engaging, and provide students with multiple options and opportunities for the future;
- The ultimate measure of what is taught is what is learned;
- Teachers are our most valuable resource, and the focus of all our efforts is to support teaching and learning;
- Public education requires the active participation of parents and the community to obtain and maintain excellence;
- The FWISD community acknowledges, respects and appreciates diversity;
- Safe and orderly community and school environments are essential to student health, wellness and academic success; and
- The adequate and equitable provision and distribution of resources, a strong infrastructure that is both effective and efficient, and a system of accountability are essential to ensuring a high-performing educational system.

**Mission**

Preparing all students for success in college, career, and community leadership.

**Vision**

FWISD envisions a high performing learning organization in which all students achieve proficiency in rigorous standards of intellectual thought and knowledge.

**District Goals** [[AE\(EXHIBIT\)](#)]

Goal 1: Early Literacy: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Reading from 34 percent to 47 percent by 2024.

Goal 2: Early Math: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Mathematics from 34 percent to 45 percent by 2024.

Goal 3: College and Career Readiness: Increase the percentage of students graduating with a CCMR indicator from 43 percent to 48 percent by 2024.

The Superintendent shall interpret and implement the Board’s student outcome goals and, in consultation with the Board, shall select goal progress measures (GPMs) for each student outcome goal. For any school year during which the Board’s student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

**Board’s Constraints for the Superintendent**

In attaining the Board’s student outcome goals, the Superintendent shall not:

1. Make operational decisions that prevent access of all students to learning.
2. Make decisions without prioritizing physical health, safety, and mental well-being of students and their families and staff.
3. Reduce transparency and communication regarding the impact of strategic initiatives on student learning.
4. Operate without actively monitoring and working to eliminate the loss of instructional time.
5. Operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.

The school system shall pursue a “System of Great Schools” theory of action in which the central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high-performing schools and addressing low performers. Campus performance contracts shall require each campus to accomplish the Board’s student outcome goals while operating within the Board’s other constraints.

The Superintendent shall interpret the Superintendent’s constraints and, in consultation with the Board, shall select constraint progress measures (CPMs) for each constraint.

**Board Constraints for the Board**

The Board shall operate within the Board’s role, as defined above, and the Board’s operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:

1. Modify this policy more than once per year;
2. Perform or appear to perform any of the responsibilities delegated to the Superintendent;
3. Violate this or any other Board-adopted policy or Board operating procedures; or
4. Allow the cost of staff time spent on governance to increase.

**Board Self-Evaluation**

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual evaluation of the Superintendent, shall conduct an annual summative self-evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.

**Superintendent’s Evaluation**

The Board shall annually evaluate the Superintendent based on the school system’s achievement of the Board’s student outcome goals and compliance with the Superintendent’s constraints. Accomplishment of at least 80 percent of the annual targets for either the student outcome goals (GPM) or of the adopted progress measures (CPM) shall be an automatic indicator of success; below that threshold, the Board’s judgment shall be the indicator of success.

**Board Monitoring Calendar**

Date	Type		Progress Monitoring
August 10, 2021	Workshop (as needed)	August	Superintendent Annual
August 24, 2021	Regular Meeting		
September 14, 2021	Workshop (as needed)	September	Constraints Board Quarterly/Summative Progress Human Capital Management
September 28, 2021	Regular Meeting		
October 12, 2021	Workshop (as needed)	October	Goal 1 Operations & SEL
October 26, 2021	Regular Meeting		
November 9, 2021	Regular Meeting		Goal 2

December 14, 2021	Regular Meeting	November & December	Board Quarterly/Formative Progress Parent Partnership/FWAS (Nov.) Athletics/Fine Arts/JROTC
January 11, 2022	Workshop (as needed)	January	Goal 3 and TAPR Report Equity & Excellence and Bilingual
January 25, 2022	Regular Meeting		
February 8, 2022	Workshop (as needed)	February	Goal 1 and Goal 2 Human Capital Management
February 22, 2022	Regular Meeting		
March 8, 2022	Workshop (as needed)	March	Goal 3 Board Quarterly/Formative Progress Special Education & Technology
March 22, 2022	Regular Meeting		
April 12, 2022	Workshop (as needed)	April	Goals 1-3 Superintendent Formative (Current Year) Summer School Rollout
April 26, 2022	Regular Meeting		
May 10, 2022	Workshop (as needed)	May	Constraints Budget Presentation
May 24, 2022	Regular Meeting		
June 14, 2022	Workshop (as needed)	June	Goal 1 and Goal 2 Board Quarterly/Formative Progress Budget Presentation
June 28, 2022	Regular Meeting		
July 26, 2022	Regular Meeting	July	Goal 3

## Board Meetings and Board Member Conduct

**How are board meetings conducted and what is expected of Board members as they conduct business?** [Policy [BE\(LOCAL\)](#)]

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Board members are expected to conduct themselves professionally and ethically during all meetings and public forums. While differences of opinion, if respectfully presented, are encouraged and will not be construed as unprofessional or unethical behavior, unprofessional and uncivil behavior will not be considered germane to any motion and will not be tolerated.

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

**Deliberating Motions:** The board president will ensure that deliberation is germane to the motion under consideration. The board president will not recognize a member who wishes to be heard for a second time on a motion until all other board members have had an opportunity to speak to the motion. Deliberation should continue until such time that all board members have had adequate opportunity to deliberate and ask clarifying questions.

Voting shall be by voice vote, a show of hands, or by electronic tally, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request.

**Executive Session:** The board may only deliberate matters in closed session as permitted by the Open Meetings Act. A vote on a matter deliberated in closed session must be made in open session. Information and opinions shared during closed session must remain confidential. All personnel matters must be conducted in closed session unless specifically required by the Open Meetings Act, and any information that is subject to the attorney-client privilege must be kept confidential.

## Board Officers and Members Authority

**What authority do Board officers and members have?** [Policies [BDAA\(LOCAL\)](#) and [BBE\(LOCAL\)](#)]

The President shall:

- Immediately prior to being selected as President served as Board Vice President.
- Preside at all Board meetings unless unable to attend.
- Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
- Call special meetings of the Board.



- Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
- Decide all questions of order in accordance with Robert's Rules of Order, Newly Revised, as modified by Board policy.
- Perform all customary duties of the office and other duties as may be required by law or the Board.
- In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

The Vice President shall:

- Immediately prior to being selected as Vice President served as Board Secretary.
- Act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the President.
- Become President only upon being elected to the position.
- Perform other duties as prescribed by the Board.

The Secretary shall:

- Act in the capacity and perform the duties of the presiding officer in the absence of the President and the Vice President of the Board.
- Countersign all warrants for school money drawn upon the depository by order of the Board.
- Attest to the signature of the President on all contracts and legal documents.
- Perform other functions as may be required by applicable statutes and Board policies.

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA] A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any District employee. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

## Board Officer Elections

**How do board officer elections work?** [Policy [BDAA\(LOCAL\)](#)]

At the first regular meeting following each May election, the Board shall elect a President, a 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.

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.

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.

## Standards of Behavior

**What are the expectations of board members' standards of behavior?** [Policy [BBFA\(LOCAL\)](#)]

- Board members will commit to upholding the Board of Trustees' Code of Ethics. [Policy [BBF\(LOCAL\)](#)]
- Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report.
- A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage.
- At each regularly scheduled Board meeting, the Board President shall make a statement to remind Board members of the legal conflict of interest requirements, shall request disclosure for any matter under consideration on the agenda for that meeting, and, if required by law, Board members shall then recuse themselves from all discussion and shall abstain from voting on any matter pertaining to such a disclosure.

## Communications

**What is the protocol for how the Board should communicate?** [Policy [BBE\(LOCAL\)](#)]

- The superintendent will update the board members on board-related matters.
- When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.
- Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue.
- Certain information disclosed to board members is confidential by law and may not be disclosed to third parties. Board members must not disclose information that is subject to the attorney-client privilege. Board members also should not disclose any information to which they have access by virtue of their position as board members that has not been made public, if, to do so, would compromise the board or the administration in the conduct of their affairs.
- In the event a board member communicates with the public either electronically or in writing regarding a matter of district business, the member is encouraged to remember that the Public Information Act may require disclosure of such communication.
- Board members are encouraged not to respond to anonymous communications.

- Board members who host Internet sites that include, sponsor or permit postings regarding matters relevant to the district or district business, will include a disclaimer in a form approved by the board's attorney, providing that such postings are not made on behalf of the district.

## Conflict Resolution

### **How are conflicts resolved?**

Board members are encouraged to express concerns about another member's performance directly with that member.

If a member is unsuccessful in resolving a concern with a fellow board member, he/she should address the matter with the board president. The board president shall discuss the concern with the board members in question and may moderate a discussion between them.

If, in the board president's judgment, resolution of the concern requires discussion amongst a quorum or more of board members, a meeting must be posted and conducted in accordance with the Open Meetings Act.

The president shall remind the board member whose behavior is in question about the adopted Code of Ethics and Board Operating Procedures and discuss how the board member's behavior does not comply. The discussion also will identify more appropriate alternatives to the behavior, or refer the board member to policies or procedures that outline approved ways to deal with any issue that prompted the behavior.

If the concern involves the board president, a board member may discuss his or her concerns with the board vice president. Board members will not take concerns about fellow board members to the superintendent. Board members will not speak about performance concerns regarding individual board members with anyone other than the board and the board's attorney.

## Board Member Requests for Information and Communications with Staff

### **What is the protocol for Board members to request information? [Policy [BBE\(LOCAL\)](#)]**

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

## Concerns and Complaints

### **How should Board members handle concerns or complaints? [Policy [BBE\(LOCAL\)](#)]**

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator.

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

## Media Inquiries

**How should the Board handle the media?** [Policy [GBBA\(LOCAL\)](#)]

The Board President shall be designated as the spokesperson for the Board. New media requests for District information, interviews, comments, or statements shall be directed to the Communications Department. News releases concerning the overall operations of the District, schools, events, initiatives, or activities shall be prepared by the Communications Department. In any situation affecting the District or an individual campus, the Superintendent or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

## Campus Visits

**Can Board members visit campuses?** [Policy [BBE\(LOCAL\)](#)]

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations.

## Travel

**Are Board members required to travel and who pays when they do?** [Policy [BBG\(LOCAL\)](#)]

A travel budget for the Board shall be established as part of the annual budget planning process and shall be budgeted in the general fund. Trustees shall be allocated a budget for travel, professional development training, and reasonable expenses associated with attending functions of District-related organizations. Total expenses incurred shall not exceed the budgeted amount for such expenses as adopted by the Board for the fiscal year. Education-related meetings, functions, and activities of, or sponsored by, the following entities are approved for travel at the expense of the District.

Other travel may be approved by the Board President. The Vice President shall be responsible for approving other travel requested by the President. The Board shall have final responsibility in determining compliance.

## Committees

**What are the current Board committees and how do they function?** [Policy [BDB\(LOCAL\)](#)]

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

Board Committees can be located on the [FWISD Board webpage](#).

## Board Development

What training will Board members receive? [Policies [BBD\(LEGAL\)](#) and [BBD\(LOCAL\)](#), and [BBD\(EXHIBIT\)](#)]

Board members will fulfill the training requirements specified in Board Policies BBD(LEGAL) and BBD (LOCAL). The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

Board members should be familiar with district policies, especially their duties as defined in policy [BAA\(LEGAL\)](#) and will annually review its Board Operating Procedures and Board Ethics Policy [BBF\(LOCAL\)](#).

Annually, the Board will conduct a self-evaluation using the Lone Star Governance Implementation Integrity Instrument [Policy [BG\(LEGAL\)](#)].

## Advocacy

**Is advocacy part of our job?** [\[BBD\(EXHIBIT\)\]](#)

The Board promotes the vision and engages the community in developing and fulfilling the vision. The Board advocates on behalf of Texas public schoolchildren.

The board:

- Demonstrates its commitment to, and advocates on behalf of, the shared vision and goals by clearly communicating them to the superintendent, staff, and community.
- Regularly reports district progress to families and the community
- Ensures multiple forms of two-way communication will be used to engage, empower, and connect students, families, staff, media, and community with the District.
- Builds collaborative relationships and partnerships with families and community, business, nonprofit, higher-education, education support organizations, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
- Recognizes the respective roles of and provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency to ensure maximum effectiveness and benefit to Texas schoolchildren.
- Promotes school board service by educating the community about the role of a school board and encouraging leadership opportunities within the community.

## Board Evaluation of the Board

**Who evaluates the Board?**

March 10, 2022

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The Board utilizes the Lone Star Governance self-evaluation tool to provide a continuous improvement model, in collaboration with the Superintendent, to focus intensively on one primary objective: Improving Student Outcomes. Lone Star Governance accomplishes this intense focus through the execution of five points of the Texas Framework for School Board Development: Vision, Accountability, Structure, Unity, and Advocacy.

## Superintendent's Evaluation and Contract

**How does the Board evaluate the Superintendent?** [Policies [BJCD\(LOCAL\)](#)] and [BJC\(LEGAL\)](#)]

### Superintendent's Evaluation

- The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals. The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open. The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

### Superintendent's Contract

- A board may employ by contract a superintendent for a term not to exceed five years.

## Single-Member District Maps

Access single-member District maps [here](#).

Disclaimer: The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.



**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE ADOPTION OF THE CITY OF FORT WORTH BUILDING  
CONSTRUCTION PREVAILING WAGE RATES SCALE FOR THE 2021  
CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On April 10, 2018, the Fort Worth ISD Board of Education adopted The City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program (CIP). Per Board Policy CV(LEGAL), a current Prevailing Wage Rates scale must be included in the contract documents for the projects within the 2021 Capital Improvement Program. The City of Fort Worth Building Construction Wage Rates scale should be adopted by the 2021 CIP due to the proximity of 2021 CIP projects to the City of Fort Worth.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2021 Capital Improvement Program
2. Decline to Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

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

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

Capital Improve Department

**RATIONALE:**

Per Board Policy CV(LEGAL), a current Prevailing Wage Rates scale must be included in the contract documents for the projects within the 2021 Capital Improvement Program. The City of Fort Worth Building Construction Wage Rates scale should be adopted by the 2021 CIP due to the proximity of 2021 CIP projects to the City of Fort Worth.

**INFORMATION SOURCE:**

Vicki Burris



## PREVAILING WAGE RATES

City Schedule "A"\*  
 Building Construction Prevailing Wage Rates 2013  
 City of Fort Worth

Commercial Construction Projects

\*Use Schedule B – Heavy and Highway Construction Wage Determination For Paving and Utilities  
 Incidental to Building Construction.

Schedule "A"

CLASSIFICATION DESCRIPTION	PREVAILING WAGE RATE	
AC Mechanic	\$	25.24
AC Mechanic Helper	\$	13.67
Acoustical Ceiling Installer	\$	16.83
Acoustical Ceiling Installer Helper	\$	12.70
Bricklayer/Stone Mason	\$	19.45
Bricklayer/Stone Mason Trainee	\$	13.31
Bricklayer/Stone Mason Helper	\$	10.91
Carpenter	\$	17.75
Carpenter Helper	\$	14.32
Concrete Cutter/Sawer	\$	17.00
Concrete Cutter/Sawer Helper	\$	11.00
Concrete Finisher	\$	15.77
Concrete Finisher Helper	\$	11.00
Concrete Form Builder	\$	15.27
Concrete Form Builder Helper	\$	11.00
Drywall Mechanic	\$	15.36
Drywall Helper	\$	12.54
Drywall Taper	\$	15.00
Drywall Taper Helper	\$	11.50
Electrician (Journeyman)	\$	19.63
Electrician Apprentice (Helper)	\$	15.64
Electronic Technician	\$	20.00
Floor Layer	\$	18.00
Floor Layer Helper	\$	10.00
Glazier	\$	21.03
Glazier Helper	\$	12.81
Insulator	\$	16.59
Insulator Helper	\$	11.21
Laborer Common	\$	10.89
Laborer Skilled	\$	14.15
Lather	\$	12.99
Metal Building Assembler	\$	16.00
Metal Building Assembler Helper	\$	12.00
Metal Installer (Miscellaneous)	\$	13.00
Metal Installer Helper (Miscellaneous)	\$	11.00
Metal Stud Framing	\$	16.12
Metal Stud Framing Helper	\$	12.54



Schedule "A" Continued

CLASSIFICATION DESCRIPTION	PREVAILING WAGE RATE
Painter	\$ 16.44
Painter Helper	\$ 9.98
Pipefitter	\$ 21.22
Pipefitter Helper	\$ 15.39
Plasterer	\$ 16.17
Plasterer Helper	\$ 12.85
Plumber	\$ 21.98
Plumber Helper	\$ 15.85
Reinforcing Steel Setter	\$ 12.87
Reinforcing Steel Setter Helper	\$ 11.08
Roofer	\$ 16.90
Roofer Helper	\$ 11.15
Sheet Metal Worker	\$ 16.35
Sheet Metal Worker Helper	\$ 13.11
Sprinkler System Installer	\$ 19.17
Sprinkler System Installer Helper	\$ 14.15
Steel Worker Structural	\$ 17.00
Steel Worker Structural Helper	\$ 13.74
Water proofer	\$ 15.00
Equipment Operators	
Concrete Pump	\$ 18.50
Crane, Clamsheel, Backhoe, Derrick, D'Line Shovel	\$ 19.31
Forklift	\$ 16.45
Foundation Drill Operator	\$ 22.50
Front End Loader	\$ 16.97
Truck Driver	\$ 16.77
Welder	\$ 19.96
Welder Helper	\$ 13.00

Schedule "B"

Heavy and Highway Construction Wage Determination  
 For Paving and Utilities Incidental to Building Construction  
 Prevailing Wage Rates 2013  
 City of Fort Worth

CLASSIFICATION DESCRIPTION	PREVAILING WAGE RATE
Asphalt Distributor Operator	\$ 15.32
Asphalt Paving Machine Operator	\$ 13.99
Asphalt Raker	\$ 12.69
Broom or Sweeper Operator	\$ 11.74
Concrete Finisher, Paving and Structures	\$ 14.12
Concrete Pavement Finishing Machine Operator	\$ 16.05
Concrete Saw Operator	\$ 14.48
Crane Operator, Hydraulic 80 tons or less	\$ 18.12
Crane Operator, Lattice Boom 80 tons or less	\$ 17.27
Crane Operator, Lattice Boom Over 80 tons	\$ 20.52

Crawler Tractor Operator	\$	14.07
Electrician	\$	19.80
Excavator Operator, 50,000 pounds or less	\$	17.19
Excavator Operator, Over 50,000 pounds	\$	16.99
Flagger	\$	10.06
Form Builder/Setter, Structures	\$	13.84
Form Setter, Paving & Curb	\$	13.16
Foundation Drill Operator, Crawler Mounted	\$	17.99
Foundation Drill Operator, Truck Mounted	\$	21.07
Front End Loader Operator, 3 CY or less	\$	13.69
Front End Loader Operator, Over 3 CY	\$	14.72
Laborer, Common	\$	10.72
Laborer, Utility	\$	12.32
Loader/Backhoe Operator	\$	15.18
Mechanic	\$	17.68
Milling Machine Operator	\$	14.32
Motor Grader Operator, Fine Grade	\$	17.19
Motor Grader Operator, Rough	\$	16.02
Off Road Hauler	\$	12.25
Pavement Marking Machine Operator	\$	13.63
Pipelayer	\$	13.24
Reclaimer/Pulverizer Operator	\$	11.01
Reinforcing Steel Worker	\$	16.18
Roller Operator, Asphalt	\$	13.08
Roller Operator, Other	\$	11.51
Scraper Operator	\$	12.96
Servicer	\$	14.58
Small Slipform Machine Operator	\$	15.96
Spreader Box Operator	\$	14.73
Truck Driver, Lowboy-Float	\$	16.24
Truck Driver, Transit-Mix	\$	14.14
Truck Driver, Single Axle	\$	12.31
Truck Driver, Single or Tandem Axle Dump Truck	\$	12.62
Truck Driver, Tandem Axle Tractor with Semi Trailer	\$	12.86
Welder	\$	14.84
Work Zone Barricade Servicer	\$	11.68

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE BUDGET TRANSFER FROM THE 2017 CAPITAL  
IMPROVEMENT PROGRAM ADMINISTRATIVE BUDGET TO THE  
CAREER AND TECHNOLOGY EDUCATION (CTE)**

**BACKGROUND:**

The District’s 2017 Capital Improvement Program (CIP) is now in year four (4). A linear projection of the administrative budget has been performed by staff. The result of this study has determined what administrative funds are required to complete the remaining work in the current bond program. It has been determined funds are available to purchase capital expenditures associated with Career and Technology Education (CTE) programs. Periodic projections will continue as the 2017 CIP progresses to determine if other funding opportunities are available in the future.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Transfer from the 2017 Capital Improvement Program Administrative Budget to the Career and Technology Education (CTE)
2. Decline to Approve Budget Transfer from the 2017 Capital Improvement Program Administrative Budget to the Career and Technology Education (CTE)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

CIP 2017                               671-81-6629-B49-918-99-000-000000

**COST:**

\$2,070,639.48

**VENDORS:**

AceMart	Airgas	Amazon
Amico	B&H Photo	CDW
Digital Resources	Grainger	Haas
Home Depot	Laerdal	Laminator
LogoJET	Lowes	Mission
PolyPrinter	Realityworks	Rescue Simulation Products
School Outfitters	School Specialty	Shepherd Food Equipment
Tech Labs, Inc.	Trotec	Wazer

**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  
Career and Technology Education

**RATIONALE:**

The intent of this board agenda item is to present a request to the Board of Education to transfer available budgetary funds from the 2017 Capital Improvement Program Administrative budget to campus program budgets for Career and Technology Program capital expenditure budgets.

**INFORMATION SOURCE:**

Vicki Burris  
Carmen Arrieta-Candelaria  
David Saenz

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:        **APPROVE AUTHORIZATION TO CONTINUE THE ESCROW ACCOUNT WITH THE CITY OF FORT WORTH TO PAY FEES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM****

**BACKGROUND:**

The 2021 Capital Improvement Program (CIP) will pay various fees, including, but not limited to permit and inspection fees associated with the construction projects. Administration requests that the Board of Education (BOE) approve the continuation of the Escrow Account with the City of Fort Worth for the purpose of depositing funds into Escrow to obtain required permits, or to pay certain fees. This would allow a more efficient approach to pay fees and obtain permits without delay. The Escrow account will be reconciled monthly to ensure permits and/or fees associated with Fort Worth ISD are properly accounted for. Administration requests to place a sum of a not-to-exceed amount into an Escrow account with the City of Fort Worth, which is currently an estimated amount.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Authorization to Continue the Escrow Account with the City of Fort Worth to Pay Fees for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Continue the Escrow Account with the City of Fort Worth to Pay Fees for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

CIP 2021                               661-81-6629-T44-918-99-000-000000

**COST:**

Not-to-Exceed - \$500,000

**VENDOR:**

City of Fort Worth

**PURCHASING MECHANISM:**

**Sole Source**

***Purchasing Support Documents Needed:***

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

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

Capital Improvement Program

**RATIONALE:**

The purpose of this item is to disclose the fees and costs associated with the issuance of permit and inspection fees and obtain Board authorization to pay the City of Fort Worth the not-to-exceed amount.

**INFORMATION SOURCE:**

Vicki Burris



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC: 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**

**BACKGROUND:**

As a result of the 2021 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 22-042) with the following schedule of events:

<b>Event</b>	<b>Date</b>
CSP Issued	January 10, 2022
Pre-Proposal Meeting	January 20, 2022
Proposals Due	February 10, 2022
Evaluation Meeting	February 17, 2022

On February 10, 2022, the District received seven (7) CSP's from firms in response to the solicitation. Six (6) of the proposals were deemed responsive and compliant with the CSP requirements. On February 17, 2022, the six (6) proposals were evaluated and ranked as follows:

1. Imperial | Morales JV6
2. Sedalco-SMR, A Joint Venture
3. Construction Zone of Texas, LLC
4. SFP2, a Joint Venture, LLC
5. Reeder + Summit JV
6. Northridge Construction Group-Cooper Construction JV

Therefore, we are recommending Imperial | Morales JV6 in accordance with Texas Government Code Section 2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

**STRATEGIC GOAL:**

- 2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**      *Additional Details*

CIP 2021	661-81-6629-B39-256-99-000-256131.....	\$44,100,000
	661-81-6629-B40-256-99-000-256131.....	\$900,000

**COST:**

Not-to-Exceed - \$45,000,000

**VENDOR:**

Imperial | Morales JV6

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

***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 Department

**RATIONALE:**

In accordance with Board Policy CV(LOCAL), the Superintendent selected competitive sealed proposals as the project delivery/contract award method to be used for this project. The Contract offering the best value, in accordance with Texas Government Code Section 2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:       APPROVE ACCEPTANCE OF SINGLE SOURCE PURCHASES FROM CITIES, MUNICIPAL WATER DEPARTMENTS, AND UTILITY COMPANIES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The Capital Improvement Program (CIP) pays various fees to cities, municipal water departments, and utility companies within the geographical boundaries of Fort Worth ISD construction projects. Fees include: plan reviews, building permits, building inspections, water design (tap fees), and utility relocations. Once the CIP office has approved the project documents, the Architects and Engineers, under contract with the District, will submit the documents to the cities, municipal water departments and other utility companies to start the required document review, permit, and inspection process.

Administration requests to place a sum of a not-to-exceed amount for the single source purchases from cities, municipal water departments and utility companies, which is an estimated total amount at this time.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2021 Capital Improvement Program
2. Decline to Approve Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**        *Additional Details*

CIP 2021                                  661-81-6629-U42-XXX-99-000-XXXXXX

**COST:**

Not-to-Exceed - \$1,250,000

**VENDOR:**

Cities, municipal water departments, and utility companies serving Fort Worth ISD

**PURCHASING MECHANISM:**

**Sole Source**

***Purchasing Support Documents Needed:***

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

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

Capital Improvement Program

**RATIONALE:**

The payment of various fees to cities, municipal water departments, and utility companies is a standard cost of construction.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC: 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**

**BACKGROUND:**

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for renovation at O. D. Wyatt High School (Job #016-212 / Bid #19-093) on May 14, 2019. The Furniture, Fixtures and Equipment (FF&E) for this project is purchased in phases as the renovations in specific areas are completed.

On May 26, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the O. D. Wyatt High School renovation project in the not-to-exceed amount of \$1,601,448.00. During the final phases of construction, there is additional need for FF&E to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures and Equipment for O. D. Wyatt High School.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

CIP 2017

671-81-XXXX-B43-016-99-000-016212

**COST:**

Not-to-Exceed - \$183,000

**VENDOR:**

School Specialty - RFP #19-005

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

***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  
O.D. Wyatt High School

**RATIONALE:**

The purchase of FF&E is necessary for the renovated spaces at O. D. Wyatt High School in conjunction with the 2017 Capital Improvement Program.

**INFORMATION SOURCE:**

Vicki Burris

**Quote Info:**

Created: 1/7/2022  
 Revised: 1/7/2022  
 Valid Thru: 4/22/2022  
 Delivery Date:





**SOLD TO:**

FORT WORTH INDEPENDENT SCHOOL DISTRICT  
 100 N UNIVERSITY DR  
 FORT WORTH, TX 76107-1360  
 UNITED STATES

**SHIP TO:**






O.D. WYATT HIGH SCHOOL  
 2400 E SEMINARY DR  
 FORT WORTH, TX 76119

**QUOTATION: PBD2020024782-5**





#	MODEL	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
1	33849#CHR	<b>SMITH SYSTEM</b> 18" GROOVE STACK CHAIR SEAT- BLUEBERRY FRAME- CHROME27 AT THE 30X72 WB TABLES	\$103.32	27	\$2,789.64
					
2	33849#CHR	<b>SMITH SYSTEM</b> 18" GROOVE STACK CHAIR SEAT- NAVY FRAME- CHROME5 AT THE 30X30 WB TABLES 2 AT THE 30X53 WB TABLES 9 AT THE 60IN WB TABLES	\$103.32	16	\$1,653.12
					
3	33891#CHR	<b>SMITH SYSTEM</b> 30" GROOVE FIXED HEIGHT STOOL SEAT- BLUEBERRY FRAME- CHROME24 AT THE 30IN WB ROUNDS	\$142.95	24	\$3,430.80
					
4	33891#CHR	<b>SMITH SYSTEM</b> 30" GROOVE FIXED HEIGHT STOOL SEAT- NAVY FRAME- CHROME32 AT THE 30IN WB ROUNDS 24 AT THE COMMANDERS 18 AT THE CURVED SEATING	\$142.95	74	\$10,578.30
					
5	648/2FO/GD1 TIVOLI 72"W BANQUETTE STRAIGHT POSTURE	<b>ERG INTERNATIONAL</b>	\$4,689.79	15	\$70,346.85



QUOTATION: PBD2020024782-5

#	MODEL	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
		 <p>648/2FO/GD1 TIVOLI 72"W BANQUETTE STRAIGHT POSTURE SEAT HEIGHT: 18" BACK HEIGHT: 34" FABRIC: GRADE 9 BACK: PALLAS JAUNT MINUIT 27.306.084 SEAT: SPRADLING SILVERTEX SAPPHIRE LEGS: BRUSHED ALUMINUM SRL: STRAIGHT REAR LEGS 2FO: TWO FABRIC OPTION GD1: RATCHET GANGING DEVICE</p>			
6	649-5R/2FO/TCFRP/GD1 TIVOLI BAR BACK 90° CURVED 60" RADIUS W/LAM SHELF	 <p>649-5R/2FO/TCFRP/GD1 TIVOLI BAR BACK 90° CURVED 60" RADIUS W/LAM SHELF SEAT HEIGHT: 18" BACK HEIGHT: 44" FABRIC: GRADE 9 BACK: PALLAS JAUNT MINUIT 27.306.084 SEAT: SPRADLING SILVERTEX SAPPHIRE LEGS: BRUSHED ALUMINUM SHELF: BAR BACK SHELF DEPTH: 12" SHELF HEIGHT: 42" LAM SHELF: WILSONART GRAY PAMPAS4168-60 EDGE DETAIL: GR 2B 3MM X .75" FLAT PVC EDGE COLOR: GRAY2FO: TWO FABRIC OPTION GD1: RATCHET GANGING DEVICE TCFRP: POWDERCOATED FOOT RAIL TCFRP FINISH: BRUSHED ALUMINUM</p>	\$6,320.57	6	\$37,923.42
7	EDAC11B2-1?????	 <p>ALLIANCE COLLABORATION TABLE 30W X 76L 42H W/CASTERS, LAMINATE W/ ARMOR EDGE AND WATERFALL EDGES. GRAIN TO RUN LENGTH OF TOP &amp; SIDES TO RUN VERTICAL LAMINATE; TOP &amp; SIDES: PINBALL, UNDERNEATH OF W/A- FOSSIL SHALE, EDGE: GRAY, FRAME: SILVER CHROME</p>	\$3,500.00	4	\$14,000.00
8	GD1	<p>ERG INTERNATIONAL RATCHET GANGING DEVICE</p>	\$42.44	14	\$594.16
9	GIB7077-FTC7526	 <p>NSL FURNITURE PRODUCT (GIB7077-FTC7526 30X30 SQUARE FLIP TOP CAFE TABLE, WILSONART GREY PAMPAS4168-60 LAMINATE TOP, SHADOW GRAY BEVELED LOTZ ARMOR EDGE, GIB FTC7526, FLIP TOP W/ HANDLE RELEASE, 29" FIXED HEIGHT, SILVER FRAME FINISH, INSERTS, CASTERS, UNASSEMBLED, PACKAGING - BULK, 50 LBS.)</p>	\$611.72	5	\$3,058.60
10	GIB7081-CH7722	 <p>NSL FURNITURE PRODUCT (GIB7081-CH7722 30X54 RECTANGLE FLIP TOP TABLE W/RADIUS CORNERS, WILSONART GREY PAMPAS4168-60 LAMINATE TOP, SHADOW GRAY BEVELED LOTZ ARMOR EDGE, 2) GIB CH7722 TUBULAR T-BASE, 29" FIXED HEIGHT, CASTERS, SILVER FRAME FINISH, INSERTS, STRETCHER BAR, UNASSEMBLED, PACKAGING - BULK, 81 LBS.)</p>	\$870.02	1	\$870.02

QUOTATION: PBD2020024782-5

#	MODEL	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
11	GIB7083-CH7722	 <p>WB MANUFACTURING</p> <p>NSL FURNITURE PRODUCT (GIB7083-CH7722 30X72 RECTANGLE FLIP TOP TABLE W/RADIUS CORNERS, WILSONART GREY PAMPAS4168-60 LAMINATE TOP, SHADOW GRAY BEVELED LOTZ ARMOR EDGE, 2) GIB CH7722 TUBULAR T-BASE, 29" FIXED HEIGHT, CASTERS, SILVER FRAME FINISH, INSERTS, STRETCHER BAR, UNASSEMBLED, PACKAGING - BULK, 107 LBS.)</p>	\$937.67	9	\$8,439.03
12	GIB7189-BFTC7526	 <p>WB MANUFACTURING</p> <p>NSL FURNITURE PRODUCT (GIB7189-BFTC7526 30" D FULL ROUND FLIP TOP CAFE TABLE, WILSONART GREY PAMPAS4168-60 LAMINATE TOP, SHADOW GRAY BEVELED LOTZ ARMOR EDGE, GIB BFTC7526 TUBULAR X-BASE, FLIP TOP, 42" FIXED BAR HEIGHT, CASTERS, FLIP RELEASE, SILVER FRAME FINISH, UNASSEMBLED, PACKAGING - BULK, 43 LBS.)</p>	\$691.67	16	\$11,066.72
13	GIB7189-BFTC7526	 <p>WB MANUFACTURING</p> <p>NSL FURNITURE PRODUCT (GIB7189-BFTC7526 30" D FULL ROUND FLIP TOP CAFE TABLE, WILSONART NIGHT FALL LAMINATE TOP, SHADOW GRAY BEVELED LOTZ ARMOR EDGE, GIB BFTC7526 TUBULAR X-BASE, FLIP TOP, 42" FIXED BAR HEIGHT, CASTERS, FLIP RELEASE, SILVER FRAME FINISH, UNASSEMBLED, PACKAGING - BULK, 43 LBS.)</p>	\$691.67	12	\$8,300.04
14	GIB7194-2267	 <p>WB MANUFACTURING</p> <p>NSL FURNITURE PRODUCT (GIB7194-2267 60" ROUND CAFE' TABLE W/ROUND PEDESTAL BASE, 29" FIXED HEIGHT, WILSONART GRAY PAMPAS LAMINATE WITH SHADOW GRAY BEVELED ARMOR EDGE, SILVER BASE, UNASSEMBLED, BULK PACKAGING, 200 LBS.)</p>	\$1,262.80	3	\$3,788.40
15	INSTALLATION	<p>Z - SCHOOL SPECIALTY INSTALLATION</p> <p>INCLUDES SHIPPING SMALLER SHIPMENTS (LTL/SMALL PACKAGE) TO WAREHOUSE (WITHIN 2 WEEKS OF INSTALL) , TRAVEL TO SITE, LABOR TO INSTALL, TRASH REMOVAL AND (2) RETURN TRIPS. PRICE IS FOR SINGLE STORY INSTALL WITH GOOD ACCESS TO SITE. PRICE IS TO INSTALL DURING NORMAL BUSINESS HOURS. DELAYS OR ADDITIONAL TRIPS DUE TO VENDOR, SHIPPING, OR CONSTRUCTION DELAYS MAY BE SUBJECT TO ADDITIONAL CHARGES. SCHEDULE CHANGES TO BE COMMUNICATED TO INSTALLER ASAP. SINGLE STORY OR USE OF WORKING ELEVATOR. STAIR CARRY WILL BE AN ADDITIONAL CHARGE IF NEEDED RECYCLE AND REMOVAL OF OLD CAFETERIA IS NOT INCLUDED. WILL BE AN ADDITIONAL CHARGE NORMAL BUSINESS HOURS 2 RETURN TRIPS SINGLE FLOOR OR USE OF ELEVATOR</p>	\$5,274.39	1	\$5,274.39

ACCEPTED BY

DATE ACCEPTED \_\_\_\_\_

TOTAL

\$182,113.49

Sales Team

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Notes

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"THE PRICE INCLUDED ON THE PROPOSAL DOES NOT INCLUDE TAXES AND  
WOULD BE ADDED IN ADDITION TO QUOTED SELL PRICE."



School Specialty, LLC  
W6316 Design Drive  
Greenville, WI 54942  
orders@schoolspecialty.com

**QUOTATION: PBD2020024782-5**

**Sold To:**

FORT WORTH INDEPENDENT SCHOOL DISTRICT  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107-1360  
UNITED STATES

**Ship To:**

O.D. WYATT HIGH SCHOOL  
2400 E SEMINARY DR  
FORT WORTH, TX 76119

Quotation Date: 1/7/2022

We appreciate the opportunity to provide the enclosed quote for our products. Unless otherwise indicated, prices include delivery and installation and do not include sales tax. Please refer to the Quotation Number above when corresponding with School Specialty regarding this quote.

We offer our quotation subject to the following terms and conditions:

- 1) FOB Point: FOB Destination - Delivered & Installed
- 2) Payment Terms: Net 30 days (subject to credit approval)
- 3) Pricing: This proposal is valid for a period of ninety (90) days from the quotation date. All prices are subject to change without notice following the quotation date. Orders received after the quotation date are subject to re-quote. Unless a products line item description includes specifications (e.g., a color, finish, fabric, etc.) the pricing included is for standard colors and/or materials. Standard colors and materials are used during the preliminary design and budget review phase. Custom colors and/or materials will impact lead times and pricing. Changes in quantities may result in price changes. All pricing is in USD.
- 4) For Shipment By: Customer must take delivery before (Date To Be Determined). Additional storage charges will be applied if customer delays delivery past 30 days after (Date To Be Determined).
- 5) Shipment from School Specialty: If products with different lead-times are on the same purchase order, the longest lead-time will apply to the entire order. Additional shipping and handling charges will apply to orders that are requested to be partial shipped before the School Specialty acknowledged due date. Orders that specify shipment later than the preceding dates are subject to cancellation or re-quote. Installation charges are based on shipments received in full. PLEASE NOTE: Ship date will not be assigned to the order until School Specialty has received a purchase order meeting the terms and conditions of this quotation.
- 6) Acceptance: Written purchase orders must be sent to: School Specialty LLS., W6316 Design Drive, Greenville, WI 54942

7) Special Conditions: - pre-install checklist being filled out prior to installation if applicable.

8) Contract: Manufacturers Quoted with:  
**No Contract:** ERG INTERNATIONAL, SICO, SMITH SYSTEM, WB MANUFACTURING

**The following items must be included on all Purchase Orders:**

- Sold To/Bill To Information: complete legal name, address, telephone number and fax number
- Correct Ship To Information: complete legal name, address, telephone number and fax number  
>If there has been an address change, name change, or new address please make sure this is included
- Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
- Purchase Order Total: total of all items and services included on the purchase order
- Authorization: signature of authorized purchasing agent or buying entity
- Order Details: reference a fully quoted SSL quote (ex: PBD2019020184-17) or include all the information listed below  
>Quantity of each item>Complete model number, including all finishes and option information (by line item)  
>Net purchase price (by line item)  
>Extended net purchase price (all line items)  
>Any additional applicable charges (ex: installation and/or delivery charges)
- Signatures on a quote or a worksheet will not be accepted as a purchase order.
- If you do not have a formal Purchase Order process or need assistance creating a Purchase Order, please contact your School Specialty Sales Representative and they will gladly assist you with available options.

Purchase Orders that do not meet all the requirements, or lack necessary color, fabric and/or material selections, will result in the Purchase Order being placed on hold and may impact delivery/installation dates. Order lead times will only begin after: i) receipt of a Purchase Order meeting all the forgoing requirements, ii) acceptance of the Purchase Order by School Specialty, and iii) the acceptance of the order by all relevant manufacturing partners.

IN THE EVENT THE PURCHASE ORDER FAILS TO MEET ALL THE TERMS AND CONDITIONS HEREIN, SCHOOL SPECIALTY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH DATE(S) OF DELIVERY OR INSTALLATION, OR LEAD TIMES, WHETHER IN AN ACTION BASED ON CONTRACT (INCLUDING "CHARGE-BACKS", "LATE FEES" OR SIMILAR), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, EXPRESS OR IMPLIED WARRANTY OR ANY OTHER LEGAL THEORY PERMITTED UNDER APPLICABLE LAW, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees and acknowledge that the failure to meet the terms and conditions described in this quotation may result in delivery and installation delays and accepts all responsibility for any consequences of such delays on Customer.

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH BIG SKY-T&J JV FOR JOB #071-001 (CSP #19-004) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On November 13, 2018, the Board of Education authorized entering into contracts for Job Order Contracting (JOC) services with a pool of eight (8) firms (CSP 19-004).

On June 23, 2020, the Board of Education gave authorization to enter into a JOC at Benbrook Middle/High School Baseball/Softball fields, for additional shade structures, electrical outlets, turf in the bullpens, and modifications to the drainage to meet the requests of the end users. The final payment to Big Sky-T&G JV will be a not-to-exceed amount.

Original Contract Amount:	\$825,300.00	Original Substantial Completion Date:	September 30, 2020
Final Deductive Change Order:	(\$4,372.00)	Substantial Completion Date Increased:	337 days
Final Contract Amount:	\$820,928.00	Final Substantial Completion Date:	September 2, 2021
Previously Paid:	\$779,881.60		
Final Retainage Payment Due:	\$41,046.40		

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**                      *Additional Details*

CIP 2017                                      671-00-2116-000-000-00-000-000000

**COST:**

Not-to-Exceed - \$41,046.40

**VENDOR:**

Big Sky-T&G JV

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

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

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

Capital Improvement Program  
Benbrook Middle/High School

**RATIONALE:**

Big Sky-T&G JV has completed all work as required per the terms of their Job Order Contract. The work has been inspected by Hahnfeld Hoffer and Stanford Architects and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC: 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**

**BACKGROUND:**

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for Job Order Contracting (JOC) Hazardous Materials (HAZMAT) Abatement Services for the 2017 Capital Improvement Program (CIP) (CSP 19-002). On December 10, 2019, the Board of Education gave approval to enter into a contract for JOC HAZMAT Abatement Services at Southwest High School with AADVAL, Inc. in a not-to-exceed \$1,549,481.

Purchase Order Number	3100197	32000001	32000239	Total
Original Contract Amount:	\$370,927.72	\$18,432.00	\$559,229.08	\$948,588.80
Final Deductive Change Order:	(\$85,349.00)	(\$705.50)	(\$1,433.00)	(\$87,487.50)
Final Contract Amount:	\$285,578.72	\$17,726.50	\$557,796.08	\$861,101.30
Previously Paid:	(\$592,906.28)	(\$17,726.00)	(\$271,299.78)	(\$818,932.56)
Final Retainage Payment Due:	\$27,889.80	0.00	\$14,278.94	\$42,168.74

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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



**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**            *Additional Details*

CIP 2017                                    671-00-2116-000-000-00-000-000000

**COST:**

\$42,168.74

**VENDOR:**

AADVAL, 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:**

AADVAL Inc., has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement. The work has been inspected by ERC Environmental & Construction Services, Inc., and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 22, 2022**

**TOPIC:**        **APPROVE ADOPTION OF RESOLUTION AND ORDER OF SPECIAL ELECTION FOR DISTRICT ONE**

**BACKGROUND:**

The Texas Election Code requires the governing body of a political subdivision to order an election. If a vacancy occurs on the Board, the remaining board members may fill the vacancy by appointment until the next trustee election or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. *Texas Education Code 11.060*

As of March 22, 2022, the FWISD Board of Trustees elected to have a special election held May 7, 2022, to fill the District One vacancy which will expire in 2025.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Adoption of Resolution and Order of Special Election for District One
2. Decline to Approve Adoption of Resolution and Order of Special Election for District One
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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**

Board of Trustees  
Division of Policy and Planning

**RATIONALE:**

Providing the opportunity for a special election allows the voice of the community in filling the District One vacancy.

**INFORMATION SOURCE:**

Karen Molinar

**RESOLUTION AND ORDER OF SPECIAL ELECTION FOR DISTRICT ONE  
BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 22nd day of March 2022, the Board of Education for the Fort Worth Independent School District convened in a regular meeting with a quorum of its members present, and among other proceedings had by said Board were the following;

**WHEREAS** on December 9, 2008, the Board of Education adopted a single member district plan which provided for nine single member districts; and

**WHEREAS**, a school Board member, from Single Member District One resigned March 8, 2022, and pursuant to the provisions of the Texas Education Code and Texas Election Code the remaining Board members may fill the vacancy by appointment or order of a special election.

**BE IT, RESOLVED AND HEREBY ORDERED**, that the Board of Education of the Fort Worth Independent School District, in accordance with the local and special laws of the Legislature of the State of Texas, the applicable general state laws and local policies and any federal court orders pertaining to the election of school trustees, does hereby adopt the following **ORDER OF SPECIAL ELECTION**.

**ORDER OF SPECIAL ELECTION**

**BE IT ORDERED** by the Board of Education of the Fort Worth Independent School District that on May 7, 2022, there shall be a special election for the purpose of electing one (1) member, to the Board of Education. One member shall be elected from Single Member District One to serve the remainder of the four-year term which expires in 2025; and

**BE IT FURTHER ORDERED** that the member to be elected from Single Member District One shall be elected by the qualified voters of Single Member District One; and

**BE IT FURTHER ORDERED** that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is March 28, 2022; and

**BE IT FURTHER ORDERED** that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the District Election Officer, or designee, not later than 5:00 p.m. on the 28<sup>th</sup> day of March, 2022; and

**BE IT FURTHER ORDERED** that on the first Saturday in May 2022, being the 7<sup>th</sup> day of May, 2022, the election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If

no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held June 18, 2022. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

**BE IT FURTHER ORDERED** that notice of said election shall be given by publishing the Election Order in a newspaper in the City of Fort Worth, and by posting notice of this **ORDER OF ELECTION** prior to April 1, 2022, on the bulletin board and website used for posting notices of meetings of the Fort Worth Independent School District. Notice has been posted, prior to March 23, 2022, so as to give notice of the opportunity to submit applications to be placed on the ballot as a candidate. Notice shall be published between the dates of April 1, 2022, and April 16, 2022, in accordance with Section 4.003, Texas Election Code; and

**BE IT FURTHER ORDERED** that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011.

**BE IT, FURTHER RESOLVED, AND ORDERED** that the Board of Education of the Fort Worth Independent School District shall identify the early voting hours and locations and the election day polling locations for this election on the District website. Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the **May 7, 2022**, Fort Worth Independent School District Board member election and any run off, if necessary.

The above Resolution and Order of Special Election being read, motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_ that this Resolution and Order above and foregoing be passed, approved and adopted.

**FOR:** \_\_\_\_\_ **AGAINST:** \_\_\_\_\_

The above Resolution and Order was voted on and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of March 2022.

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

**ATTEST:**

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

**ACTION AGENDA ITEM  
BOARD MEETING  
March 22, 2022**

**TOPIC:       APPROVE RESOLUTION AND ORDER ADOPTING POLLING  
LOCATIONS FOR THE MAY 7, 2022 DISTRICT ONE SPECIAL  
ELECTION**

**BACKGROUND:**

March 22, 2022, the Board of Education ordered a special election for May 7, 2022, for the purpose of electing a member to represent Single Member District One. The polling locations have now been provided by the Tarrant County Elections Administration and added to the Resolution and Order.

**STRATEGIC GOAL:**

3 – Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Resolution and Order Adopting Polling Locations for the May 7, 2022 District One Special Election
2. Decline to Approve Resolution and Order Adopting Polling Locations for the May 7, 2022 District One Special Election
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution and Order Adopting Polling Locations for the May 7, 2022 District One Special Election

**FUNDING SOURCE:**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

***Purchasing Support Documents Needed:***

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

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

Fort Worth ISD Board of Trustees  
Division of Policy and Planning

**RATIONALE:**

That in accordance with the general laws of the Legislature of the State of Texas pertaining to the election of Board Members, the Fort Worth ISD Board must approve adoption of polling locations.

**INFORMATION SOURCE:**

Karen Molinar



**BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RESOLUTION AND ORDER  
ADOPTING POLLING LOCATIONS FOR THE MAY 7, 2022 SPECIAL ELECTION**

**WHEREAS**, on March 22, 2022, the Board of Education, ordered a special election for May 7, 2022, for the purpose of electing a member to represent Single Member Trustee District One or until a successor has been duly elected and qualified;

**THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:**

That in accordance with the general laws of the Legislature of the State of Texas pertaining to the election of Board Members, the Board does hereby adopt the Early Voting times, dates and locations listed on the [Tarrant County Elections website](#) and does hereby adopt the polling locations for Election Day as listed on the Tarrant County Elections website, as the polling locations for Single Member Trustee District One. Said locations will serve as precincts and polling places for those voters in the Tarrant County election precincts which are assigned to said polling place for the May 7, 2022, Fort Worth Independent School District, Board Member Elections and any runoff, if necessary. If the Tarrant County Elections Administrator revises any of the listed polling locations shown on the Tarrant County Elections website after the Board approves the locations included in this Order, the revised and final locations will be included in the Notice of Election that is required to be posted and published in accordance with Section 4.003, Texas Election Code.

The Resolution and Order being read, **MOTION** was made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the Resolution and Order Adopting Polling Locations be passed, approved and adopted.

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Order and Resolution Adopting Polling Locations was approved and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of March, 2022.

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

ATTEST:

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

**EXHIBIT A**  
**POLLING LOCATIONS AND HOURS**

**EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS**

*(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)*

*(Ngày và giờ đi bầu cử sớm)*

April (*abril*) (*tháng tư*) 25- May (*mayo*) (*có thể*) 3 Monday-Tuesday (*Lunes - Martes*) (*Thứ hai- Thứ ba*) 8:00 a.m. – 5:00 p.m.

**MAIN EARLY VOTING SITE**

Tarrant County Elections Center

2700 Premier Street

Fort Worth, Texas 76111

*\*Emergency and Limited ballots available at this location only.*

*(Boletas de emergencia y limitadas solamente están disponibles en esta caseta.)*

*(Lá phiếu bầu Khẩn cấp và lá phiếu hạn chế chỉ có tại địa điểm này.)*

***Pursuant to the RESOLUTION AND ORDER ADOPTING POLLING LOCATIONS AND REVISED ORDER OF ELECTION, this Exhibit A will be updated as more information becomes available from the Tarrant County Election Administration***

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## Statutory Requirements

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

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

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

**“This notice is posted and filed in compliance with the Open Meetings Law on March 11, 2022, at 3:15 p.m. ”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**