

*Board of Education
Regular Meeting
February 22, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, February 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. A video recording of each meeting will be posted the following day on Spectrum (Charter) Channel 192 and the Fort Worth ISD channel on YouTube. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

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

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, February 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. Fort Worth Independent School District School Counselors
 - B. Facebook/Meta
 - C. Jim Austin and Gloria Austin from the National Multicultural Western Heritage Foundation
 - D. Ms. Opal Lee, the "Grandmother of Juneteenth"
4. LONE STAR GOVERNANCE

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

5. REPORTS/PRESENTATIONS

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

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*)

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.)

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2. Approve Additional Funding to Expand Contracts for Behavioral Health Services	36
3. Approve Updated Amount for Shared Services for the Provision of Equitable Services to Participating Private Nonprofit Schools	39
4. Approve Selection of the District's Workers Compensation Third-Party Administrator (TPA) and Medical Cost Containment Vendor	42
5. Approve Synthetic Turf Replacement and Track Resurfacing	45
6. Approve Safety Surface Replacement for Playgrounds at Three Elementary Schools	63
7. Approve Building Repairs at the Northside Family Resource Center	69
8. Approve Construction of Automatic Wash Bay for the Clark Transportation Facility	73
9. Approve Alternative Shuttle Service	75

10. Approve Purchase of Simulated Welders	84
11. Approve Purchase of Local Area Network Firewall (E-Rate Eligible)	86
12. Approve Purchase of Local Area Network Maintenance (E-Rate Eligible)	88
13. Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)	90
14. Approve Purchase of Equipment and Installation Services for Public Address (PA) System Replacements	92
15. Approve Purchase of Laptops for Teachers and High School Students	109
16. Approve Purchase of Marching Band Uniforms for Southwest High School	111
17. Approve Purchase of a Student - Centered Literacy Resource for Elementary Students	117
18. Approve Purchase of Talent Management Marketing Support	121
19. Approve Purchase of Fort Worth Independent School District Service Awards	123
20. Approve Purchase of Compensation Systems Review	129
21. Approve Consultant Services to Execute the Evaluation and Academic Return of Investment for the Elementary and Secondary School Emergency Relief (ESSER) Funds	132
22. Approve Agreement to Facilitate the Development of a Comprehensive Multi-Tiered Systems of Support (MTSS) Framework and a District Wide Implementation Plan	135
23. Approve Energy Savings Contract Addendum	145
24. Approve Cyber Liability and Cyber Crime Insurance Renewals	157
C. Approve Renewal Interlocal Agreement with the City of Fort Worth to Conduct Research Activities in Trinity Park	160
D. Approve Letter of Agreement with Challenge of Tarrant County to Provide Parent University Stipends	166
E. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for the May 7, 2022 Special Election	172
F. Approve Appraisers for the T-TESS Appraisal System Certified as of October 26, 2021	179
G. Approve Budget Amendment for the Period Ended January 31, 2022	183
H. Approve Quarterly Investment Report for the Period: October 1, 2021 - December 31, 2021	188

I. Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports	203
J. Approve First Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)	206
K. Approve Second Reading-Revisions to Board Policies EHAA(LOCAL) and FFCA(LOCAL)	212
L. Approve Minutes from the January 20, 2022 Board Policy Committee Meeting	218

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 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*)

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

13. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda

B. Personnel

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

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

B. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Continued Wage Payments Pursuant to Board Policy DEA(LOCAL) 221

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)

15. PUBLIC COMMENT OF GENERAL NATURE OR ON TOPICS 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
February 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 special meeting on January 18, 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 January 18, 2022, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 5:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

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

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JANUARY 18, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 13, 2022, at the Administration Building 100 North University Drive, Fort Worth, Texas.

Given under my hand on January 13, 2022.

/s/ Christian Alvarad
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
School Board Secretary, Carin "CJ" Evans, District 5
Trustee Jacinto Ramos, Jr., District 1
(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 Scrinber, Superintendent
Karen Molinar, Deputy Superintendent
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

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

2. PUBLIC COMMENT (S and T)

Speakers:

Angie Blake
Todd Daniels
Joe Palmer
Ken Kuhl
Twyla Masterson

3. REPORTS/PRESENTATIONS (OTHER)

A. Redistricting Process and Review of Proposed Maps of Nine Single-Member Districts

President Jackson turned the meeting over to Redistricting Attorneys Rolando Rios and Jesse Gaines, and Judge Sergio Deleon, who gave this presentation. Members of the Redistricting Committee were also recognized.

4. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (S and T)

The special meeting was recessed at 6:06 p.m. to move into Executive Session.

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

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

1. Discussion of Superintendent Retirement

2. Legal Matters Related to the Redistricting Process

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

C. Security Implementation (Texas Government §551.076)


D. Real Property (Texas Government Code §551.072)

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

The special meeting was reconvened at 9:15 p.m.

7. ACTION AGENDA ITEMS (S and P)

A. Approve Resolution of the Fort Worth Independent School District Board of Trustees Adopting Proposed Maps of Nine Single-Member Districts

 Proposed Maps of Nine Single-Member Districts

Motion was made by Jacinto Ramos, Jr., seconded by Quinton Phillips, to Approve E-2 Map with the Slight Modification to One of the Precincts in District 4.

The motion failed.

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

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

Motion was made by Anne Darr, seconded by Anael Luebanos, to Approve E-2 Map that was presented by the Redistricting Committee.

The motion failed.

Yes: Tobi Jackson, Anne Darr, Michael Ryan, and Anael Luebanos.

No: Jacinto Ramos, Jr., Quinton Phillips, CJ Evans, and Roxanne Martinez.

Motion was made by Jacinto Ramos, Jr., seconded by Quinton Phillips, to Approve E-2 Map with the Slight Modification to One of the Precincts in District 4.

The motion was approved.

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

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

B. Consider and Take Possible Action on Process to Fill Vacancy for District 4

Motion was made by Michael Ryan, seconded by CJ Evans, to approve Consider and Take Possible Action on Process to Fill Vacancy for District 4.

The motion was unanimously approved.


C. Approve Adoption of Resolution and Order of Special Election for District 4

 Order of Special Election for District 4

Motion was made by Michael Ryan, seconded by Jacinto Ramos, Jr., to approve Adoption of Resolution and Order of Special Election for District 4.

The motion was unanimously approved.

D. Approve Resolution and Order for Election Services for the May 7, 2022, Fort Worth Independent School District Board of Education Special Election

 Order for Election Services

Motion was made by Michael Ryan, seconded by CJ Evans, to approve Resolution and Order for Election Services for the May 7, 2022, Fort Worth Independent School District Board of Education Special Election.

The motion was unanimously approved.

8. ADJOURN (OTHER)

The special meeting was adjourned at 9:40 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on January 25, 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 January 25, 2022, that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on January 21, 2022, at 2:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JANUARY 25, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 21, 2022, at the Administration Building 100 North University Drive, Fort Worth, Texas.

Given under my hand on January 21, 2022.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
School Board Secretary, Carin "CJ" Evans, District 5 (Arrived at 6:50 p.m.)
Trustee Jacinto Ramos, Jr. District 1, (Arrived at 7:26 p.m.)
(Vacant), District 4
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following administrators were present:

Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
Raúl Peña, Chief Talent Officer
David Saenz, Chief of Innovation
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Vicki Burris, Chief of Capital Improvement Program
Cynthia Rincón, Chief of Risk, Ethics, and Compliance
Marcey Sorensen, Chief Academic Officer
Claudia Garibay, Executive Director 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 5:31 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITIONS (OTHER)

A. Naming the Morningside Middle School Gymnasium the Napoleon Johnson Gymnasium

Claudia Garibay gave the Naming the Morningside Middle School Gymnasium Recognition. The Morningside Middle School staff were recognized and Napoleon Johnson gave remarks.

B. Naming the World Languages Institute Library the Guadalupe Barreto Library

The Principal of World Languages Institute, Marie-Lise Mosbeux, and Guadalupe Barreto's daughter, Rosio Barreto Nuñez-García, gave the Naming the World Languages Institute Library Recognition. Guadalupe Barreto gave remarks.

C. School Board Recognition Month

Claudia Garibay gave the School Board Recognition.

President Jackson called for a brief recess at 5:44 p.m. before moving to Agenda Item 4. *Call Public Hearing to Order.*

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

The meeting was reconvened at 5:47 p.m.

President Jackson called the public hearing to order at 5:47 p.m.

A. Public Hearing to Discuss the Annual Report of the 2021-2022 Texas Academic Performance Report (TAPR)

Associate Superintendent Accountability and Data Quality, Sara Arispe, gave the 2021-2022 Texas Academic Performance Report (TAPR).

Chief Academic Officer, Marcey Sorensen, Chief of Schools, Jerry Moore, and Chief of Student Support Services, Cherie Washington, were on standby for questions.

B. Public Comment to Discuss the Annual Report of the 2021-2022 Texas Academic Performance Report (TAPR)

Speakers:

Robert Buker

Ami Super

5. CLOSE PUBLIC HEARING (S and T)

President Jackson closed the public hearing at 6:14 p.m.

6. PUBLIC COMMENT (S and T)

Speakers:

Jim Jorns
Miriam Lambert
Angel Martinez
Christi Beck
Erik Richerson
Carlos Turcios
Ladona Myers
Missie Carra
Rachel Berndy
Steve Penate
Scott Blanco Davis
Ami Super
Jennifer Crossland
Chris Cheema
Victoria Latta
Robert Buker
Nate S.
Angie Blake
Kerri Rehmeyer
Christi Cantu Wilson
Katheryn Pompa
Becky Hubbard
Richard Haskell

7. REPORTS/PRESENTATIONS (OTHER)

A. 2022 - 2023 School Year Calendars

Deputy Superintendent Karen Molinar gave the 2022 - 2023 School Year Calendars Presentation.

8. LONE STAR GOVERNANCE

A. Goal Progress Measure Update - Goal 3 (P and A)

Sara Arispe, Marcey Sorensen, Karen Molinar, and Executive Director of Choice and Enrichment Programming, Lisa Castillo, updated the Board on the *Goal Progress Measure Update - Goal 3: College, Career, and Military Readiness*.

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

Anne Darr mentioned she will recuse herself from voting on Consent Agenda 10.C. *Approve Memorandum of Understanding with the Education Service Region 11, GoTeach 11 Partnership to Provide Alternative Teacher Certification Program* due to employment.

Anne Darr had questions on Consent Agenda Item I. *Approve First-Reading Revisions to Board Policies BDAA(LOCAL), EHAA(LOCAL), and FFAC(LOCAL)* and asked for policy BDAA(LOCAL) be moved to Action Items for a separate vote.


10. 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. December 14, 2021 - Regular Minutes
2. January 11, 2022 - Workshop Minutes

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

1. Approve Registration of Fort Worth Independent School District Teachers of English Learners for Conferences and Purchase of Conference Materials

 Registration for Teachers


2. Approve Modernization of Hydraulic Elevator at Paschal High School

 Modernization of Hydraulic Elevator


3. Approve Installation of 325 Water Fountains Throughout the District

 Water Fountains

4. Approve Purchase of Mobile Computing Tablets for Teachers for the 2021-2022 School Year

 Mobile Computing Tablets for Teachers

5. Approve Purchase of Mobile Computing Equipment for Students for the 2021-2022 School Year

 Computing Equipment for Students


6. Approve Purchase of Fire Safety Equipment, Maintenance Services and Replacement Parts to Support Fire Inspections for the 2021-2022 School Year

 Fire Safety Equipment

7. Approve Purchase of Equipment and Services for Phase Two (2) of the Private Wireless Network for Secure Home Internet Access

 Home Internet Access

8. Approve Purchase of Equipment Long Term Evolution (LTE) Service, and Implementation Services for Internet-Connected School Buses

 Internet-Connected School Buses

9. Approve Purchase of Personal Protective Equipment (PPE) for District-Wide Use

 PPE Equipment

10. Approve Purchase of Air Purifiers

 Air Purifiers


11. Approve Purchase of Ultraviolet (UV) Air Purifiers

 Ultraviolet Air Purifiers


12. Approve Purchase of Spanish/English Kindergarten Math Kits and Spanish/English Grade 4 Science and Literacy Kits

 Kits


13. Approve Purchase of Consulting Services to Support the Update of the School Performance Framework

 School Performance Framework


14. Approve Purchase of Consulting Services to Support the System of Great Schools Initiative


 Great Schools Initiative


15. Approve Purchase of Value-Added Analyses and Roster Verification Support for Teacher Incentive Allotment


 Teacher Incentive Allotment


16. Approve Purchase of Case Management Software


 Case Management Software


17. Approve to Negotiate and Enter into Contracts with Classroom Audio-Visual Displays Providers Responding to Request for Proposal (RFP) 22-069
 -  Audio-Visual Displays


18. Approve Elementary and Secondary School Emergency Relief (ESSER) Proposal Between Fort Worth Independent School District and Texas Christian University Assistant Principal Leadership Development Academy
 -  Assistant Principal Leadership Development Academy


- C. Approve Memorandum of Understanding with the Education Service Region 11, GoTeach 11 Partnership to Provide Alternative Teacher Certification Program
 -  Region 11 MOU


- D. Approve Budget Amendment for the Period Ending December 31, 2021
 -  Budget Amendment


- E. Approve Minutes from the October 5, 2021 and November 4, 2021 Racial Equity Committee Meetings
 -  REC Minutes

- F. Approve Minutes from the December 13, 2021 Board Policy Committee Meeting
 -  Policy Committee Minutes


- G. Approve Naming the Morningside Middle School Gymnasium the Napoleon Johnson Gymnasium
 -  Naming the Morningside Middle School Gymnasium

- H. Approve Naming the World Languages Institute Library the Guadalupe Barreto Library
 -  Naming WLI Library

- I. Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHAA(LOCAL) and FFAC(LOCAL).
 -  Board Policies Revisions

- J. Approve Goal Progress Measures Report from the January 25, 2022 Board Meeting
 -  Goal Progress Measures Report


- K. Approve 2022-2023 Traditional School, Alice Carlson and Jo Kelly, and the Early College High School Calendars

 School Year Calendars

- L. Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2021 Capital Improvement Program Prior to the Receipt of Bond Proceeds

 Capital Expenditures


- M. Approve Change Order for Job No. 016-212 O.D. Wyatt High School Renovation (RFQ #19-093) in Conjunction with the 2017 Capital Improvement Program

 Change Order

- N. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program

 Additional Spending Authority

- O. Approve Closeout Contract with Northridge Construction Group for Bid Package 005 (CSP #21-002) and Authorization of Final Payment in the 2013 Capital Improvement Program

 Closeout Contract

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

The meeting was recessed at 8:10 p.m. to move into Executive Session.

12. 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 of Superintendent Retirement

- 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)

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

The meeting was reconvened at 10:19 p.m.

14. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Michael Ryan, seconded by Jacinto Ramos, Jr., to approve Accept Consent Agenda with the EXCEPTION of Board Policy BDAA(LOCAL), which was moved to Action Items for a separate vote..

The motion was unanimously approved.

Anne Darr abstained from voting on Consent Agenda Item 10.C. *Approve Memorandum of Understanding with the Education Service Region 11, GoTeach 11 Partnership to Provide Alternative Teacher Certification Program* due to employment.

15. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

Board Policy BDAA(LOCAL) from Consent Agenda Item 10.I. *Approve First Reading-Revisions to Board Policies BDAA(LOCAL), EHAA(LOCAL) and FFAC(LOCAL)* was voted on.

Motion was made by Jacinto Ramos, Jr., seconded by Michael Ryan, to approve to remand Policy BDAA(LOCAL) to the Board Policy Committee for further study..

The motion was unanimously approved.

B. Personnel

No action was taken on this item.

16. ACTION AGENDA ITEMS (S and P)


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

No action was taken on this item.

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

No action was taken on this item.

C. Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Declared Emergencies

 Delegation of Authority

Motion was made by Jacinto Ramos, Jr., seconded by Quinton Phillips, to approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Declared Emergencies.

The motion was unanimously approved.

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

Anne Darr made a comment.

18. ADJOURN (OTHER)

The meeting was adjourned at 10:29 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a special meeting on February 8, 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 8, 2022, that the Board of Education of the Fort Worth Independent School District will hold a special meeting beginning at 05:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on February 3, 2022, at 7:10 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING FEBRUARY 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 February 3, 2022, at the Administration Building 100 North University Drive, Fort Worth, Texas.

Given under my hand on February 3, 2022.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
School Board Secretary, Carin "CJ" Evans, District 5
Trustee Jacinto Ramos, District 1 (Arrived at 5:55 p.m.)
(Vacant), District 4
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following administrators were present:

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

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

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

2. RECOGNITIONS (OTHER)

A. Lily B. Clayton Celebrates 100th Anniversary

Barbara Griffith, Senior Communications Officer, read the *Lily B. Clayton 100th Proclamation*. CJ Evans presented the Lily B. Clayton staff with a plaque.

B. Black History Month

Claudia Garibay, Executive Director External and Emergency Communications, gave the Black History Month Recognition.

3. PUBLIC COMMENT (S and T)

Speakers:

Angie Blake
Hollie Plemons
Amy Super
Mike Cee
Todd Daniel

4. LONE STAR GOVERNANCE (P and A)

A. Discussion on the Process to Review Student Outcome Goals and Superintendent Constraints

The Board transitioned into the Executive Room to participate and discuss the process to review student outcome goals and superintendent's constraints via zoom with Lone Star Governance Coach Monica Jaloma.

B. Continue Developing Board Self-Constraints

The Board and Monica Jaloma worked on developing board self-constraints via Zoom.

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

The meeting was recessed at 7:47 p.m. to move into Executive Session.

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation Reassignment Duties, Discipline, or Dismissal of Public Officer or Employee, Including, but Not

Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

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

The Board reconvened in open session at 9:59 p.m. to render a decision on the complaint hearing of Ayescha Humbles.

8. ACTION AGENDA ITEMS (S and P)

A. Consider the Complaint Hearing of Ayescha Humbles (Convene in Closed Session, if Necessary)

1. 10 Minutes - Presentation by Employee and/or Representative

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 5 Minutes - Board Deliberation (In Closed Session)

5. Render Decision, if any, on the Complaint Hearing (In Open Session)

Motion was made by Michael Ryan, seconded by CJ Evans, to Remand

Decision Back to Administration.

The motion was unanimously approved.

9. ADJOURN (OTHER)

The meeting was adjourned at 10:00 p.m.

/s/ Christian Alvarado
Board of Education

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **RATIFY EMERGENCY PURCHASE OF EQUIPMENT AND SERVICES FOR FIRE ALARM REPLACEMENT**

BACKGROUND:

Ratification is requested for the purchase of equipment and services that were utilized to replace the fire alarm system at Riverside Middle School. The fire alarm system failed and was out of warranty, resulting in interruption of service. This request includes equipment, materials and installation services for a complete fire safety system replacement at this campus.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Ratify Emergency Purchase of Equipment and Services for Fire Alarm Replacement
2. Decline to Ratify Emergency Purchase of Equipment and Services for Fire Alarm Replacement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Ratify Emergency Purchase of Equipment and Services for Fire Alarm Replacement

FUNDING SOURCE

Additional Details

TRE

198-11-6299-810-056-11-423-000000

COST:

\$190,900

VENDOR:

Texas Fire & Sound

PURCHASING MECHANISMS:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Buy Board Contract 654-21. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Riverside Middle School

RATIONALE:

This purchase provides the required fire safety equipment at Riverside Middle School.

INFORMATION SOURCE:

Marlon Shears

TEXAS FIRE & SOUND

“Serving the great State of Texas”

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

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

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

Addressable Silent Knight 6820EVS Proposal

Project : Riverside Middle School
Proposal : 2201.9933.001
Date : 01/04/2022

Attn: FWISD (Randy Loftin)

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

TOTAL PRICE (SALES TAX IS EXCLUDED) \$ 190,900.00
Total Sum of One Hundred Ninety Thousand Nine Hundred & 00/100

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

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

SCOPE OF WORK TEXAS FIRE & SOUND:

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

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

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

Project : Riverside Middle School
Proposal:2201.9933.001
Date : 01/04/2022

EXCLUSIONS:

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

INCLUSIONS:

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

SPECIAL CONDITIONS:

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

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

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

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

Project : Riverside Middle School
 Proposal : 2201.9933.001
 Date : 01/04/2022

PROPOSAL NOTES:

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

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us@TXFS.US
 Direct: (972) 998-7614

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

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

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

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LINE CARD

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

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

OUR SERVICES INCLUDE:

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

OUR MANUFACTURER & SUPPLIER PARTNERS INCLUDE:

FIRE ALARM

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

ACCESS CONTROL

- HONEYWELL
- NETACCESS CONTROLS
- VEREX
- CONTINENTAL ACCESS CONTROL

SUPPRESSION

- PYRO-CHEM
- ANSUL
- FM-200

SMOKE CONTROL SYSTEMS

- GAMEWELL/FCI
- IFP by Honeywell
- KIRKLAND

CLOSED CIRCUIT TELEVISION

- HONEYWELL
- PANASONIC
- COSTAR VIDEO SYSTEMS

COMMUNICATIONS

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

BUILDING INTEGRATION

- HONEYWELL BIS
- BOSCH BIS

MONITORING

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

SECURITY SYSTEMS

- HONEYWELL VISTA
- DSC
- NAPCO

NURSE CALL – DOOR ENTRY

- AIPHONE
- TEK-TONE

VOICE – MASS NOTIFICATION

- GAMEWELL/FCI
- COOPER-WHEELOCK

AUDIO-VIDEO

- BOGEN
- EXTRON
- JBL/DA-LITE

ENGINEERING & DESIGN

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

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

Date: 1/10/2022

TO: Jonathan Bey, Executive Director, Purchasing

FROM: Randy Loftin/ Acting Foreman

SUBJECT: Emergency Purchase Affidavit

In accordance with Texas Education Code paragraph 44.031, subchapter b. purchases; contracts,

(h) If school equipment, a school facility, or a portion of a school facility [or a part of a school facility or personal property] is destroyed, severely damaged, [as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure,] or experiences a major unforeseen operational or structural failure, and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

In accordance with Board Policy CH (LOCAL), The Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds \$50,000.

Check one of the following:

- major unforeseen operational or structural failure
- unforeseen catastrophe or emergency

Location of emergency: Riverside MS

Vendor contracted with: Texas Fire & Sound

Purchase Order number: 12221451 Amount of Purchase Order: \$190,900.00
(Attached price Quote)

Detailed description of the emergency:

<p>Electrical dead short to system components. Due to age of system, there is no longer a direct replacement for this system. By code standards, a complete upgrade is required. Property is currently on fire watch and will remain so until upgrade is completed and inspected by Fire Marshal.</p>


Signature of Superintendent or Division Chief

1/13/22
Date Signed



Vendor Contract Information Summary

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

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE ADDITIONAL FUNDING TO EXPAND CONTRACTS FOR BEHAVIORAL HEALTH SERVICES**

BACKGROUND:

The clinics provide equitable behavioral health resources to students across the District. Since 2015, the Family Resource Centers (FRC) have connected more than 3,500 students and families to behavioral health services each year. As a result of the COVID-19 pandemic, the District has seen a significant increase in referrals related to anxiety and depression. Additionally, many families have been impacted economically and cannot afford services. In order to meet the families' need, the District is requesting an increase of \$50,000 to the annual 'not-to-exceed \$95,000' allocation approved by the Board on July 16, 2019.

Families are referred to the FRC by District staff, community professionals, and via self-referrals. The FRC staff provide intake and assessment services followed by the coordination of service options and dispositions. In an attempt to facilitate family-friendly service plans, the FRC's offer co-located providers such as counselors, social workers, educators, case managers/coordinators, intake specialists, and other behavioral health providers. FRC clinicians have an expert understanding of the local provider network and work to remove any barriers between students and families and the services they need.

Many of the services offered through the FRC sites are available at no cost to the District. Other specialty or high demand services not available through a shared, cost-free commitment must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is high need for behavioral health services, but low availability is for indigent, uninsured or low-income Fort Worth ISD students and families.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Additional Funding to Expand Contracts for Behavioral Health Services
2. Decline to Approve Additional Funding to Expand Contracts for Behavioral Health Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funding to Expand Contracts for Behavioral Health Services

FUNDING SOURCE: *Additional Details*

Special Revenue 289-13-6219-FRC-999-24-512-000000-20F12

COST:

\$50,000 Additional, Not-to-Exceed - \$145,000

(\$95,000 approved on July 16, 2019. \$50,000 additional requested and not-to-exceed the total cost of \$145,000)

VENDORS:

Alliance Child & Family Solutions*	The Alliance Foundation	Authentic Counseling and Coaching, LLC
Better Tomorrow Begins Today Counseling, PLLC	Christian Works for Children	LCS Counseling and Consulting Agency, LLC
Lena Pope, Inc.	MHMR of Tarrant County	New Horizon Counseling Center
Presence Learning	PSP Professional Services	Santa Fe Youth Services
Starfish Counseling, PLLC	The Art Station	The Parenting Center
The Telos Project	Women’s Center of Tarrant County	Mind Above Matter

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-078 (A-B)

Number of Bid/Proposals received: 19

HUB Firms: 1

Compliant Bids: 18

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

Family and Community Resources

RATIONALE:

As a result of the COVID-19 pandemic, the District has seen a significant increase in referrals related to anxiety and depression. Additionally, many families have been impacted economically and cannot afford services. In order to meet these needs, the District is requesting an increase to the annual ‘not-to-exceed’ allocation approved by the Board on July 16, 2019. Approval would allow students, who would otherwise go untreated, to obtain access to behavioral health services.

INFORMATION SOURCE:

Cherie Washington

CONSENT AGENDA ITEM

BOARD MEETING

February 22, 2022

TOPIC: APPROVE UPDATED AMOUNT FOR SHARED SERVICES FOR THE PROVISION OF EQUITABLE SERVICES TO PARTICIPATING PRIVATE NONPROFIT SCHOOLS

BACKGROUND:

This is an adjustment to a Shared Services Agreement the Board approved on July 27, 2021, due to carryover amounts provided by the Texas Education Agency (TEA) required to be allocated to the private nonprofit schools. The provision of equitable services to private nonprofit schools in 2020-2021 was disrupted due to the COVID-19 pandemic, and funds remained unspent at the end of the school year. TEA required Local Education Agencies (LEAs) to ensure that the funds set aside in 2020-2021 for equitable services to private nonprofit schools remained available as carryover for the provision of equitable services to private nonprofit schools in 2021-2022.

Education Service Center (ESC) Region 11 will continue to be the pass-through entity and provide instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools according to the July 27, 2021, agreement between ESC Region 11 and Fort Worth ISD.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Updated Amount for Shared Services for the Provision of Equitable Services to Participating Private Nonprofit Schools
2. Decline to Approve Updated Amount for Shared Services for the Provision of Equitable Services to Participating Private Nonprofit Schools
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue	211-21-6239-04Y-999-24-510-000000-22F10.....	\$144,567
	255-21-6239-04Y-999-24-528-000000-22F28.....	\$90,571
	263-21-6239-04Y-999-24-590-000000-22F90.....	\$13,825

COST:

\$248,963

VENDOR:

Education Service Center Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

RATIONALE:

The provision of equitable services to private nonprofit schools in 2020-2021 was disrupted due to the COVID-19 pandemic, and funds remained unspent at the end of the school year. TEA required LEAs to ensure that the funds set aside in 2020-2021 for equitable services to private nonprofit schools remained available as carryover for the provision of equitable services to private nonprofit schools in 2021-2022.

ESC Region 11 already serves as the pass-through entity, and approval of carryover will: 1) Ensure continuity in the provision of equitable services to participating private nonprofit schools and 2) facilitate compliance with TEA’s requirements

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

**TOPIC: APPROVE SELECTION OF THE DISTRICT’S WORKERS
COMPENSATION THIRD-PARTY ADMINISTRATOR (TPA) AND
MEDICAL COST CONTAINMENT VENDOR**

BACKGROUND:

The contract with the District's Third-Party Administrator (TPA) for workers' compensation expires on February 28, 2022. The third-party administrator performs a number of services for the District and District employees. These services include: receiving, recording and adjusting claims, authorizing payments and exchanging information with state and federal agencies. The District received proposals (RFP-22-076) from two (2) firms to provide the aforementioned services . The period performance is from March 1, 2022, through February 28, 2025.

An evaluation committee was convened to review the proposals. Emphasis was placed on the extent to which the goods or services met the District’s needs, and the total long-term cost to the District to acquire the vendors' goods or services, including paperless system and best practice staffing models. The request for proposals allowed for submission of medical cost containment services separate from third party administration services; however, the recommended TPA provides both cost containment services and TPA administration.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Selection of the District’s Workers Compensation Third-Party Administrator (TPA) and Medical Cost Containment Vendor
2. Decline to Approve Selection of the District’s Workers Compensation Third-Party Administrator (TPA) and Medical Cost Containment Vendor
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Internal Service Fund 753-41-6299-083-750-99-438-0000000

COST:

Year One.....\$537,988
Year Two.....\$537,988
Year Three.....\$537,988

Option Years 4-8.....Renewal Fee Adjustment of 3.5% or current CPI, whichever is greater

VENDOR:

TRISTAR Risk Management

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-076
Number of Bid/Proposals received: 2
HUB Firms: 1
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:

District – Wide

RATIONALE:

During the evaluation process it became clear that the recommended vendor offers the best long-term value to the District. The fees will be less than the current expense. The vendor currently provides services to Brownsville, Dallas, and Irving Independent School Districts. This appointment includes providing medical cost containment services. TRISTAR contracts with IMO, a firm that provides medical bill audit, preauthorization, and other services. The Injury Management Organization (IMO) is recognized by the North Central Texas Regional Certification Agency as a Woman-Owned Business Enterprise and by the State of Texas as a Historically Underutilized Business.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE SYNTHETIC TURF REPLACEMENT AND TRACK RESURFACING**

BACKGROUND:

In order to ensure the safety of student athletes, Fort Worth ISD monitors the safety levels of all turf fields through G-Max testing. As a result of this testing, it was determined that in order to continue to provide a safe environment, four (4) fields need to be replaced. The synthetic playing surfaces at Farrington Field, Clark Stadium and Scarborough-Handley Field have been in continuous use since their installations in 2010. The synthetic playing surface at Paschal High School has been in continuous use since its installation in 2012. In addition, the track surfaces at Farrington Field and Paschal High School have also been in continuous use and need resurfacing. The area located between the track and the stands at Clark Stadium will be covered with a synthetic surface. This contract will cover the described scope of work. As the 2017 bond program approaches completion, a reconciliation of all administrative budgets/costs has been completed. Budget available from these administration funds has been identified to complete this high school project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Synthetic Turf Replacement and Track Resurfacing
2. Decline to Approve Synthetic Turf Replacement and Track Resurfacing
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Synthetic Turf Replacement and Track Resurfacing

FUNDING SOURCE: *Additional Details*

CIP 2017	671-81-6629-B39-XXX-99-000-XXXXX Construction
	671-81-6629-B40-XXX-99-000-XXXXX Contingency

COST:

\$5,428,013, which includes contingency

VENDOR:

Hellas Construction, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the 1 Government Procurement Alliance Contract #19-17PV-05. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

Farrington Field	Scarborough-Handley Field
Clark Stadium	Paschal High School

RATIONALE:

To maintain the industry’s accepted level of turf field safety for the students of Fort Worth ISD, this project should move forward.

INFORMATION SOURCE:

Cherie Washington



January 27, 2022

Chief of Staff
Karen Molinar
Fort Worth ISD
100 N. University Drive, SW 212
Fort Worth, TX 76107
karen.molinar@fwisd.org

RE: FWISD – Synthetic Turf Replacement – Track Surface Replacement
Farrington Field | Clark Stadium | Scarborough-Handley Field | Paschal HS

Hellas Construction, Inc. is pleased to provide this Scope of Work Proposal for the above referenced project: purchase via 1GPA, 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #17-18DP-03 – Athletic Surfaces, Appurtenances and Minor Structures.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, synthetic turf shop drawings.
5. Provide, prior to construction, track lane and event marking drawings.
6. Provide final punch-out and clean-up of the completed project.

FARRINGTON FIELD

PROPOSAL – Turf Replacement

Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. ***Track Protection*** - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. ***Removal*** - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine*





if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system.

3. Grading - Fine Grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
4. Shock Pad – Install ~79,384 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
5. Provide and install ~79,384 square feet of **matrix® helix 46 oz.** 2" pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach's and Player's boxes per attached rendering
 - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ±7,384 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, both 'D' areas, long / triple jump runway, and pole vault runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- ¼" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for



remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.

CLARK STADIUM

PROPOSAL – Turf Replacement

Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. **Track Protection** - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. **Removal** - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system.*
3. **Grading** - Fine Grade existing stone base material. *(No purchase of additional stone drainage material or any grade changes are included in this proposal).*
4. **Shock Pad** – Install ~90,921 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
5. Provide and install ~90,921 square feet of **matrix® helix 46 oz. 2"** pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach's and Player's boxes per attached rendering
 - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.



SCARBOROUGH-HANDLEY FIELD
PROPOSAL – Turf Replacement
Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. Removal - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system.*
2. Grading - Fine Grade existing stone base material. *(No purchase of additional stone drainage material or any grade changes are included in this proposal).*
3. Shock Pad – Install ~101,050 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
4. Provide and install ~101,050 square feet of **matrix® helix 46 oz.** 2” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach’s and Player’s boxes per attached rendering
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

PASCHAL HIGH SCHOOL
PROPOSAL – Turf Replacement
Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. Track Protection - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. Removal - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and*



provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system.

3. Grading - Fine Grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
4. Shock Pad – Install ~102,488 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
5. Provide and install ~102,448 square feet of **matrix® helix 46 oz.** 2” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Tick Marks for Men’s Lacrosse
 - Endone color and letters per attached rendering
 - Coach’s and Player’s boxes per attached rendering
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ±3,126 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, north ‘D’ area, pole vault runway and long / triple jump runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4” in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner’s Representative to discuss the findings. At that point Hellas will prepare a plan for



remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.



***Proposal Pricing valid for 30 days from date of this proposal.**

FWISD - Farrington Field	Proposal
matrix[®] HELIX 46 oz 2" Pile Height CUSHDRAIN[®] ecotherm[™] Infill	\$ 830,443.00
Allowance - Nailer Replacement EcoNailer[™]	\$ 14,650.00
Allowance - Field Drainage Repair	\$ 25,000.00
epiQ Tracks[®] Q3000 Track Surface Replacement	\$ 507,890.00
Allowance - Asphalt Repair	\$ 75,000.00
Project Contingency - 3.24%	\$ 47,017.00
Farrington Field - Total Project Proposal	\$ 1,500,000.00

FWISD - Clark Stadium	Proposal
matrix[®] HELIX 46 oz 2" Pile Height CUSHDRAIN[®] ecotherm[™] Infill	\$ 932,105.00
Allowance - Nailer Replacement EcoNailer[™]	\$ 15,050.00
Allowance - Field Drainage Repair	\$ 25,000.00
Project Contingency - 10%	\$ 97,216.00
Clark Stadium - Total Project Proposal	\$ 1,069,371.00

FWISD - Scarborough-Handley Field	Proposal
matrix[®] HELIX 46 oz 2" Pile Height CUSHDRAIN[®] ecotherm[™] Infill	\$ 1,024,383.00
Allowance - Nailer Replacement EcoNailer[™]	\$ 16,988.00
Allowance - Field Drainage Repair	\$ 25,000.00
Project Contingency - 10%	\$ 106,638.00
Scarborough-Handley Field - Total Project Proposal	\$ 1,173,009.00

FWISD - Paschal HS	Proposal
matrix[®] HELIX 46 oz 2" Pile Height CUSHDRAIN[®] ecotherm[™] Infill	\$1,056,191.00
Allowance - Nailer Replacement EcoNailer[™]	\$31,350.00
Allowance - Field Drainage Repair	\$25,000.00
epiQ Tracks[®] Q3000 Track Surface Replacement	\$256,871.00
Allowance - Asphalt Repair	\$60,000.00
Project Contingency - 4.94%	\$70,588.00
Paschal HS - Total Project Proposal	\$1,500,000.00

Total Proposal for All Sites	\$ 5,242,380.00
Total Allowance & Contingency Included in Proposal	\$ 634,497.00



CLARK STADIUM

BUDGET PROPOSAL – Landscape Turf

Synthetic Turf Field – Realgrass | Realfill Infill

Work to be performed at the same time as the turf replacement on the stadium field.

Hellas scope of work:

1. Track Protection - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. Track Bridge – Install a track bridge at track on each side of field.
3. Fence Removal – Remove existing chain link fence along both side lines in front of the bleachers at the new landscape turf areas.
4. Irrigation – Remove irrigation heads and return to owner. Cap irrigation outside of work area. **Excludes any repair or replacement of irrigation system outside of new turf area to assure proper function and coverage as this is an unknown.**
5. Excavation – Excavate ~4” of organic materials and haul off site for proper disposal.
6. Select Fill – Import ~6” of select fill to raise area to correct subgrade elevation.
7. Storm Inlets – Adjust two storm inlets tops to correct elevation to receive new synthetic turf.
8. Collector Pipe – Supply and install ~ 558 lineal feet of 8” HDPE perforated collector pipe and connect to existing catch basin outside the track.
9. Liner – Supply and install 30 mil HDPE liner over subgrade and attach to surrounding nailer.
6. Nailer – Supply and install ~1,141 lineal feet of **EcoNailer™** recycled plastic 2” x 4” nailer.
7. Drainage Stone – Provide and place 3” permeable base stone and 1” permeable finish stone; each course laser graded and compacted to proper planarity and density.
10. Provide and install ~7,921 square feet of **Realgrass® 50 oz.** 1.5” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - All green turf
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate infill
 - Provide 8-year manufacturer warranty
11. Fence – Re-install salvaged fence. **Included in budget proposal price below as \$22,500 allowance to remove and re-install existing 6-foot-high chain link fence.**

Landscape Turf Budget Proposal Price

\$185,633.00

Specifically excludes any electrical repair / relocation of existing electrical or communications boxes / conduit / wiring, in the area between the track and the front of the bleachers, as well as any irrigation repair. This work will require as-built drawings and utility location to determine scope of work required.



EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization.
3. Any embankment or processing of imported soils.
4. SWPPP/Erosion control.
5. Site storm water management or permitting.
6. Any concrete work outside the scope of this proposal.
7. Any asphalt paving.
8. Any electrical work.
9. Any fence work.
10. Football goal post replacement.
11. Engineering.
12. Supply or installation of perimeter safety fencing
13. Site security
14. Any Allowances or Contingencies.
15. Taxes.
16. Permits.
17. Prevailing wages.
18. Any permits or fees, including any utility impact fees generated by construction improvements.
19. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
20. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

A handwritten signature in blue ink that reads "Jack Adams".

Jack Adams
Vice President - Estimating



Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 Fort Worth ISD
 Farrington Field
 1501 University Dr, Fort Worth, TX 76107

PROJECT:
 SYNTHETIC TURF FOOTBALL FIELD &
 RUNNING TRACK & FIELD EVENTS
 SURFACING
 PROJECT LOCATION:
 FORT WORTH, TEXAS



COMMENTS:
 Drawing scale accurate ONLY when printed on 11x17
 paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

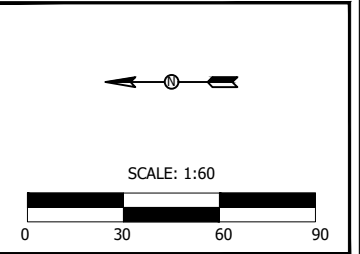
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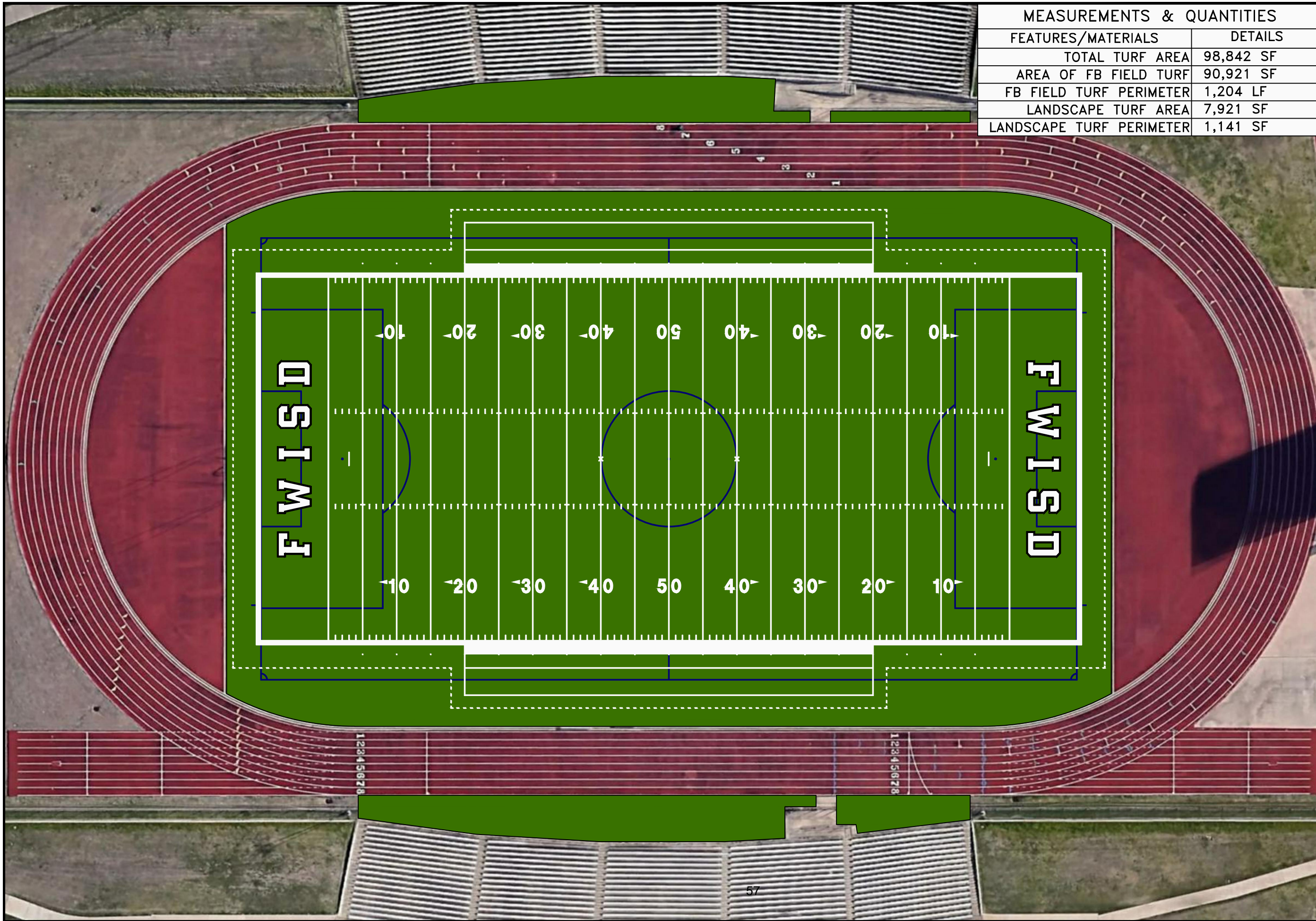
DATE:
 OCTOBER 28, 2021

REVISION:
 REV 1

SHEET TITLE:
 COLOR RENDERING

SHEET NUMBER:
 1





MEASUREMENTS & QUANTITIES	
FEATURES/MATERIALS	DETAILS
TOTAL TURF AREA	98,842 SF
AREA OF FB FIELD TURF	90,921 SF
FB FIELD TURF PERIMETER	1,204 LF
LANDSCAPE TURF AREA	7,921 SF
LANDSCAPE TURF PERIMETER	1,141 SF

Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 Fort Worth ISD
 Herman Clark Stadium
 5201 Ca Roberson Blvd, Fort Worth, TX 76119
 (817) 531-4398

PROJECT:
 SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
 FORT WORTH, TEXAS

matrix.TURF

COMMENTS:
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DATE:
 JANUARY 25, 2022

REVISION:
 REV 1

SHEET TITLE:
 COLOR RENDERING

SHEET NUMBER:
 1

SCALE: 1:40



Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 Fort Worth ISD
 Scarborough-Handley Field
 6201 Craig St, Fort Worth, TX 76112

PROJECT:
 SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
 FORT WORTH, TEXAS

matrix.TURF

COMMENTS:
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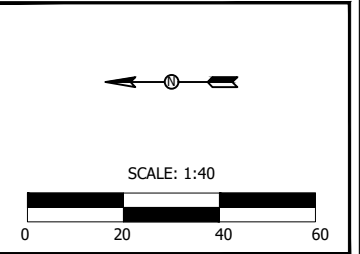
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DATE:
 OCTOBER 28, 2021

REVISION:
 REV 1

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 COLOR RENDERING

SHEET NUMBER:
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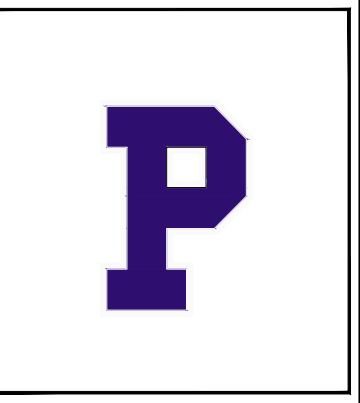




Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Fort Worth ISD
Paschal High School
3001 Forest Park Blvd, Fort Worth, TX 76110
(817) 814-5000

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD &
RUNNING TRACK & FIELD EVENTS
SURFACING
PROJECT LOCATION:
FORT WORTH, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: HN

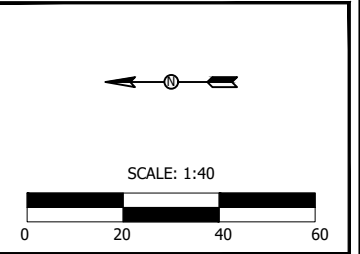
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constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
JANUARY 12, 2022

REVISION:
-

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1





(<https://1gpa.org/>)

Hellas Construction, Inc.



(<http://hellasconstruction.com>)

Hellas Construction, Inc. was established in 2003 and has grown to be one of the largest sports construction contractors in the United States. While specializing in the general construction of sports facilities and synthetic surfaces, Hellas also champions innovative artificial turf manufacturing, drainage and base construction, field, running track and tennis court planning, installation and maintenance. From product manufacturing to construction, design, and maintenance, Hellas Construction is the only sports construction company that offers every service under one roof. Years of collective knowledge and experience have led Hellas Construction to expand services from quality sports surface construction and installation, to full Design/Build projects that include field houses, concession stands, bleachers, lighting, and more. With more than 2,500 projects nationwide, Hellas Construction has a proven track

record of delivering projects on budget and on time. Hellas has over 65 specialized crews focusing on construction, turf, track, and tennis installation, design, surveying, and even after-the-sale service and maintenance. Hellas also owns more than 750 pieces of heavy construction equipment, handled by a total of 815 specialized members with decades of unique skill and knowledge in sports construction under their belts.

Contract:

19-17PV-05

Turf, Tracks, Courts and Other Surfaces

 **Click here to access the Contract Due Diligence File, Original Vendor Response, Current Pricing, Contract Extensions, and Vendor Point of Contact Details.**
(<https://portal.1gpa.org>)

🕒 Contract Expiration:

08/12/2024 (* See contract for details.)

Please know that our team will always be available and ready to assist you! If you are having any problems accessing our Member Portal or have any questions or concerns, please contact Michelle Aiken at maiken@1gpa.org (<mailto:maiken@1gpa.org>) for further assistance.

(<https://1gpa.org/>)

✓ **Join 1GPA (<https://1gpa.org/become-a-member/>)**

✓ **Vendor Registration (<https://1gpa.org/vendor-registration/>)**

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CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

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

BACKGROUND:

Playground surfaces at Morningside, S.S. Dillow and Mitchell Boulevard Elementary Schools have an immediate need for replacement. A playground surface is the material that lies under and around the playground equipment, providing child safety and Americans with Disabilities Act (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.

While these three (3) playgrounds have the most immediate need for a new surface, other elementary school playground surfaces have been assessed, and quotes are being obtained for their replacement as well in the very near future.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Safety Surface Replacement for Playgrounds at Three Elementary Schools

FUNDING SOURCE: *Additional Details*

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

COST:

\$107,506.08

VENDOR:

Playground Solutions of Texas

PURCHASING MECHANISM:

Interlocal Agreement

BuyBoard Contract #592-19

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:

Morningside Elementary School	S.S. Dillow Elementary School
Mitchell Boulevard Elementary School	District Operations

RATIONALE:

Providing a new surface for playgrounds ensures the play structures are on safe grounds to help prevent injuries.

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_S S Dillow
 Elementary
 100 N University Dr
 Fort Worth, TX 76107

Ship To

Fort Worth ISD_S S Dillow
 Elementary
 400 Ave N
 Fort Worth TX 76105

Estimate # 210614
Date 2/15/2022
Exp Date 3/17/2022

Terms

Net 30

Job Number

210614

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	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

Mitchell Blvd Elementary
 3601 Mltchell Blvd
 Fort Wort TH 76105

Estimate # 210613
 Date 2/15/2022
 Exp Date 3/17/2022

Terms

Net 30

Job Number

210613

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	2,400	17.80	42,720.00
Discounts Gi...	Discounts Given	-1	4,272.00	-4,272.00
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 \$43,704.00

Sales Tax (8.25%) \$0.00

TOTAL \$43,704.00

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_Morningside
 Elementary
 100 N University Dr
 Fort Worth, TX 76107

Ship To

Fort Worth ISD_Morningside
 Elementary
 2601 Evans Avenue
 Fort Worth, TX 76104

Estimate # 210555
 Date 1/31/2022
 Exp Date 3/2/2022

Terms
 Net 30

Job Number
 21055

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	2,400	17.80	42,720.00
Discounts Gi...	Discounts Given	-1	4,272.00	-4,272.00
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 \$38,448.00

Sales Tax (8.25%) \$0.00

TOTAL \$38,448.00



Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)

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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
February 22, 2022

TOPIC: **APPROVE BUILDING REPAIRS AT THE NORTHSIDE FAMILY RESOURCE CENTER**

BACKGROUND:

In March 2021, a vehicle crashed into the metal building that serves as the Northside Family Resource Center at 2011 Prospect Avenue at J.P. Elder Middle School. The incident caused substantial damage which has led to partial closure of the building. Architectural and engineering assessments are now complete, and construction may begin. There is an insurance claim regarding this incident.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Building Repairs at the Northside Family Resource Center
2. Decline to Approve Building Repairs at the Northside Family Resource Center
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Building Repairs at the Northside Family Resource Center

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-001-044-99-455-000000

COST:

\$344,477

VENDOR:

Icon Diversified, LLC

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas, Contract RFP 002-2020. 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:

Northside Family Resource Center
J.P. Elder Middle School

RATIONALE:

Building repairs will bring the Northside Family Resource Center back to full occupancy to serve Fort Worth ISD students and community.

INFORMATION SOURCE:

Joseph Coburn



January 18, 2022

Mr. Brian Mathis, Director
District Operations
2808 Tillar St.
Fort Worth, TX 76107

RE: FWISD JP Elder FRC Building Repairs
Proposal No. 092821"Revision 3"
FWISD Vendor No. 24889

Cooperative Purchasing Agreement:
• EPCNT Crowley ISD -002-2020

Mr. Mathis,

The cost to make the building repairs as indicated on the drawings is **\$344,477.00**. Proposal value is good until **March 1, 2022**. Proposal is based upon performing the on-site work during an uninterrupted 16-20 week period, working normal hours M-F, 7:00am-3:30pm. This proposed value consists of the following cost components and defined in the scope of work below:

Cost of Repairs	\$235,747.00
Permit Allowance	\$ 00.00
Sub Total	\$235,747.00
P&P Bonds	\$ 6,130.00
Sub Total	\$241,877.00
Contingency	\$100,000.00
Contingency Bond	\$ 2,600.00
Total	\$344,477.00

Proposal Documents

<u>Drawing Sheet</u>	<u>Date</u>	<u>Title</u>	<u>Architect/Engineer</u>
Cover	08/11/21	Index of Sheets	Halbach-Dietz Architects
G101	08/11/21	Accessibility Sheet	Halbach-Dietz Architects
A101	08/11/21	Demolition Plan Floor Plan Room Finish Schedule	Halbach-Dietz Architects
A102	08/11/21	Reflected Ceiling Plan North Elevation Wall Section	Halbach-Dietz Architects
S1	07/21/21	Roof Framing Plan Details, Elevations, and General Notes	FWN&A

Scope

- Furnish and install 6' temporary fence at construction site.
- Furnish and install temporary shoring permitting the removal and replacement of PEMB columns, wall girts, and glue lam beams as shown on the drawings.



- Demolish existing r-panel sheathing, gutters, walls, ceilings, and related MEP items to accomplish the repairs as noted on the drawings.
- Furnish and Install new r-panel sheathing, gutters, walls, ceilings, and related MEP items to accomplish the repairs as noted on the drawings.
- Proposal includes the removal and replacement of the existing 3-tab composition shingles and replacing with comparable new 3-tab composition shingles.

Note:

1. Material shortages and cost escalation related to the impact of the COVID-19 pandemic continue to disrupt project completions. Our anticipated completion date and/or costs are based upon the information we can obtain today. If we recognize material delivery/cost impacts we will endeavor to recommend a feasible solution to mitigate these impacts.
2. Current lead time for the replacement Glue Lam beams is 12 weeks from order. These beams are integral to the structural repairs and crucial in determining the actual start date to limit weather exposure to the interior of the building. Scheduling the work will be determined by this components known delivery date.

Exclusions

- Testing Laboratory Services/Inspection costs.
- Low voltage wiring or connection thereof to Low voltage systems.
- Replacement of existing, or adding new anchor bolts at damaged column.
- Concrete repairs.
- Repair and/or replacement of existing wood scissor trusses.
- Repair and/or replacement of PEMB roof purlins.
- Concealed, differing, or unknown conditions.
- HAZMAT removal/remediation.
- Prevailing wages and/or Certified Payroll.
- Badging.
- Permits.
- Sales taxes.
- Over-time. Proposal is based on performing the work M-F, 7:30am-3:30pm.
- Security Guard/Patrol for protection of school/premises.
- **Costs and/or delays related to Force Majeure events including COVID 19.**
- **Special Safety measures adopted by FWISD related to COVID 19.**
- Custodial costs.
- Pedestrian control routing signage or personnel.
- Removing/relocating Owner furniture/furnishings.
- Anything not specifically listed as included.

We will proceed with this work following receipt of written authorization. If you have any questions please contact me at 817.304.4266

Regards,

Hal
Ingram
Hal Ingram

Digitally signed by Hal Ingram
DN: cn=Hal Ingram, o=Icon
Diversified, email=hal.
ingram@icondiversified.com,
c=US
Date: 2022.01.18 09:52:04
-0500

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

**TOPIC: APPROVE CONSTRUCTION OF AUTOMATIC WASH BAY FOR
THE CLARK TRANSPORTATION FACILITY**

BACKGROUND:

Construction of an automatic wash bay for buses is needed at the Clark Transportation Facility. Currently, bus drivers have the time-consuming task of washing buses by hand, using hoses and brushes. The automatic wash bay will allow each bus to be washed in just five (5) minutes.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Construction of Automatic Wash Bay for the Clark Transportation Facility
2. Decline to Approve Construction of Automatic Wash Bay for the Clark Transportation Facility
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Construction of Automatic Wash Bay for the Clark Transportation Facility

FUNDING SOURCE: *Additional Details*

TRE 198-81-6629-001-999-99-437-000000

COST:

\$1,372,945

VENDOR:

MSB Constructors, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-010

Number of Bid/Proposals received: 6

HUB Firms: 0

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.

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:

Clark Transportation Facility

RATIONALE:

Providing an automatic wash bay for buses would bring efficiency to this otherwise time-consuming task.

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE ALTERNATIVE SHUTTLE SERVICE**

BACKGROUND:

Alternative shuttle services are used primarily to comply with the McKinney-Vento Act regarding the transportation of homeless students who live out of the Fort Worth ISD (the District) attendance area. The District may also use the shuttle service for special transport situations and/or for hard to serve trips, especially during the bus driver shortage.

The Transportation Department engaged the alternative shuttle service in September of 2021 for an approved amount of \$40,000, which required a signed agreement as to the terms. This initial amount will be exceeded, and a not-to-exceed amount of \$100,000 is now requested that will cover the amount that has already been spent as well as the expenses that may be incurred by the end of this school year. The agreement that is already in place is still valid, with only the not-to-exceed amount requiring approval.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Alternative Shuttle Service

FUNDING SOURCE: *Additional Details*

General Fund 199-34-6299-001-999-99-434-0000000

COST:

Not-to-Exceed - \$100,000

VENDOR:

American Logistics Company, LLC Agreement

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas, Omnia - Region 4, Contract R190401. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

All Campuses
Transportation Department

RATIONALE:

This shuttle service will primarily support the transportation needs of homeless students, as well as hard to serve trips.

INFORMATION SOURCE:

Joseph Coburn



MENU

REGISTER

ALC Schools

Alternative Student Transportation



Overview

Contract Documentation

VIP App

Who We Are

Who We Serve

How We Do It

Alternative Student/Customer Transportation

Region 4 ESC - TX

Contract Number: R190401

January 1, 2020 through December 31, 2022

Option to renew for two (2) additional one-year periods through December 31, 2024



Why We're Different

Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Federal Certification Documentation](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)
- [Contract Update 1](#)
- [Contract Update 2](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

REQUEST CONTRACT
INFORMATION





NEW BLOG POST





NEW CASE STUDY

**Tornado Devastation Highlights
Need for Alternative School
Transportation**

LEARN MORE



COVID-19 Resources



Contact Information

Josie Wilkes

VP Business Development

Email: jwilkes@alcschools.com

Phone: 512-820-2547

[SUPPLIER WEBSITE](#)






Get in Touch

840 Crescent Centre Drive
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Franklin, TN 37067

866-875-3299

info@omniapartners.com

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CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF SIMULATED WELDERS**

BACKGROUND:

Welding is a high-wage, high need occupation in our area and additional welders are needed to help expand the program and meet the needs of our community and students. The Career and Technical Education (CTE) Department is purchasing simulated welders for the Applied Agricultural Engineering Program at Arlington Heights High School and the new simulated welding lab at Southwest High School that will serve both Southwest and South Hills High School students. The simulated welders will allow students to significantly increase the number of hands-on hours obtained prior to taking their industry certification exam.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Simulated Welders
2. Decline to Approve Purchase of Simulated Welders
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Simulated Welders

FUNDING SOURCE: *Additional Details*

Special Revenue 244-11-6639-001-XXX-22-721-000000-22F21

COST:

Not-to-Exceed - \$200,000

VENDOR:

Technical Laboratory Systems, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-071

Number of Bid/Proposals received: 3

HUB Firms: 1

Compliant Bids: 3

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

Purchasing Support Documents Needed:

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

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

Arlington Heights High School	South Hills High School	Southwest High School
-------------------------------	-------------------------	-----------------------

RATIONALE:

The students will learn in an environment as close to actual welding by providing: visual, audible, physical welding simulations, practice of flat and horizontal welding on various types of metals, and replicating proper use and machine setup. The simulated welders are portable devices that save space and the additional cost of ventilation. Additional advantages include: assisting students with vision/hearing impairments, assisting the instructor to monitor students safely, providing feedback to students in various languages, and saving of consumable supply funds.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF LOCAL AREA NETWORK FIREWALL (E-RATE ELIGIBLE)**

BACKGROUND:

The District published Request for Proposal (RFP #22-079) for Local Area Network (LAN) Firewall. A firewall at the boundary of the network will inspect traffic to all applications and devices in the organization to detect and prevent known threats such as spyware, viruses and malware. In the 2022-2023 fiscal year, the District reserves the right to extend the contract on a year-by-year basis up to three (3) additional years.

A LAN firewall is eligible for a percentage discount under the Federal Communications Commission’s (FCC) E-rate program. The District is anticipating an 85% discount. The remaining 15% is the responsibility of the District. The District’s portion is contingent upon receiving the funding commitment from the FCC.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Local Area Network Firewall (E-Rate Eligible)
2. Decline to Approve Purchase of Local Area Network Firewall (E-Rate Eligible)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Local Area Network Firewall (E-Rate Eligible)

FUNDING SOURCE: *Additional Details*

TRE	198-11-6299-814-XXX-11-423-000000
	198-11-6396-814-XXX-11-423-000000
	198-53-6299-814-XXX-99-423-000000
	198-53-6396-814-XXX-99-423-000000

Estimated Cost (100%).....	\$399,966.23
Projected E-Rate Reimbursement (85%).....	\$339,971.30
Projected District Expense (15%).....	\$59,994.93

COST:

\$399,966.23

VENDOR:

Presidio

PURCHASING MECHANISM:

Bid/RFP/RFO

Bid/Proposal Statistics

Bid Number: 22-079

Number of Bid/Proposals received: 6

HUB Firms: 1

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.

Purchasing Support Documents Needed:

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

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

District-wide

RATIONALE:

Approval of this item will provide the District with a next generation firewall as a first line of defense against cyber threats.

INFORMATION SOURCE:

Marlon Shears

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

**TOPIC: **APPROVE PURCHASE OF LOCAL AREA NETWORK MAINTENANCE
(E-RATE ELIGIBLE)****

BACKGROUND:

The District published Request for Proposal (RFP) #22-080 for Local Area Network (LAN) Maintenance. This service will provide resources to repair or replace malfunctioning or defective network switches, wireless access points, uninterruptible power supplies and cabling infrastructure at all schools and in the 2022-2023 fiscal year the District reserves the right to extend the contract on a year-by-year basis up to three (3) additional years. LAN maintenance is eligible for a percentage discount under the Federal Communications Commission’s (FCC) E-rate program. The District is anticipating an 85% discount. The remaining 15% is the responsibility of the District. The District’s portion is contingent upon receiving the funding commitment from the FCC.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Local Area Network Maintenance (E-Rate Eligible)
2. Decline to Approve Purchase of Local Area Network Maintenance (E-Rate Eligible)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Local Area Network Maintenance (E-Rate Eligible)

FUNDING SOURCE: *Additional Details*

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

Estimated Cost (100%).....	\$750,000
Projected E-Rate Reimbursement (85%).....	\$637,500
Projected District Expense (15%).....	\$112,500

COST:

Not-to-Exceed - \$750,000

VENDOR:

Netsync Network Solutions

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-080

Number of Bid/Proposals received: 2

HUB Firms: 1

Compliant Bids: 2

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

Purchasing Support Documents Needed:

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

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

All Schools

RATIONALE:

Approval of this item will provide the District with resources to maintain network equipment at all schools.

INFORMATION SOURCE:

Marlon Shears

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

**TOPIC: APPROVE PURCHASE OF NETWORK ELECTRONICS AND
WIRELESS UPGRADES (E-RATE ELIGIBLE)**

BACKGROUND:

The District published Request for Proposal (RFP) #22-081 for Local Area Network (LAN) Equipment. The awarded vendor will install network switches, wireless access points, uninterruptible power supplies and cabling infrastructure at 40 elementary schools and in the 2022-2023 fiscal year the District reserves the right to extend the contract on a year-by-year basis up to three (3) additional years.

Network electronics and wireless upgrades are eligible for a percentage discount under the Federal Communications Commission’s (FCC) E-rate program. The District is anticipating an 85% discount. The remaining 15% is the responsibility of the District. The District’s portion is contingent upon receiving the funding commitment from the FCC.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)
2. Decline to Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Network Electronics and Wireless Upgrades (E-Rate Eligible)

FUNDING SOURCE: *Additional Details*

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

Estimated Cost (100%).....	\$8,693,342.53
Projected E-Rate Reimbursement (85%).....	\$7,389,341.15
Projected District Expense (15%).....	\$1,304,001.38

COST:

\$8,693,342.53

VENDOR:

CDW Government Solutions, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-081

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

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

Elementary Schools

RATIONALE:

Approval of this item continues to provide students, staff and administration the level of infrastructure required to utilize technology that improves instruction and will allow Fort Worth ISD to utilize E-Rate discounts to complete needed network upgrades.

INFORMATION SOURCE:

Marlon Shears

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF EQUIPMENT AND INSTALLATION SERVICES FOR PUBLIC ADDRESS (PA) SYSTEM REPLACEMENTS**

BACKGROUND:

The Public Address (PA) systems at schools are essential and vital for instant, scheduled and emergency communication. The PA systems at three (3) campuses have experienced mechanical failures attributed to age and there is a need to replace them. A modern PA system will serve the campus level while also providing a District-wide solution for emergency communications with the ability to utilize remote devices. The solution will include the necessary hardware, cabling, installation and five (5) years of support at each of these schools.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Equipment and Installation Services for Public Address (PA) System Replacements
2. Decline to Approve Purchase of Equipment and Installation Services for Public Address (PA) System Replacements
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Equipment and Installation Services for Public Address (PA) System Replacements

FUNDING SOURCE: *Additional Details*

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

COST:

\$946,266.68

VENDOR:

Southwest Networks

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(i) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-CPO-4784. Supporting documentation are 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:

Benbrook Elementary	Edward J. Briscoe Elementary	Bonnie Brae Elementary
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RATIONALE:

Approval of this purchase provides critical safety and operational communication resources at these campuses.

INFORMATION SOURCE:

Marlon Shears

Fort Worth Independent School District
Briscoe Elementary School – Valcom Paging Project
2751 Yuma Road
Fort Worth, TX 76104



12-14-2021

TX DIR# CPO-4784
BID #21756

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Briscoe Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install one hundred-twenty-two (122) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 3' in length for closet device connections.
5. Provide and install Category 6 patch cords 7' in length for closet device connections.
6. Provide and install Category 6 patch cords 10' in length for end device connections.
7. Provide and install two (2), 12 power outlet at 15'. One for each MDF/IDF closet.
8. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
9. Provide and configure one (1), Valcom Interactive Console (VE8091)
10. Provide and configure two (2), administration phones.
11. Provide and configure one (1), desk microphone.
12. Provide two (2) days, on-site training to the end users at Briscoe Elementary.
13. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
14. Label all newly installed cables per the FWISD cabling standard.
15. Test results and project deliverables to be provided upon completion of the installation.
16. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
17. Project duration is expected to be three to four weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom, VE6031, Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Daggett Montessori School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred-twenty-two (122), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as the Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the thirty-eight (38) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install four (4), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty-six (86), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty-six (86), CMR, CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$171,142.69

- Cabling Materials: \$38,817.81
- Cabling Labor: \$21,000.00
- Valcom Materials: \$86,324.88
- Valcom Labor: \$25,000.00

Quote is valid for Ninety (90) Days

**Appendix A
Bill of Materials**

Qty	Unit	Part Number	Part Description
1	each	V-400	Dynamic Desk Top Microphone
1	each	V-9939C	Microphone Adapter
1	each	VE6030-1	Valcom IP6K Communication / Notification Server with UPS
1	each	VE8091	Valcom IP Interactive Console
1	each	VE8014BR	Valcom Quad Network Station (FXS) Port (Rack Mnt)
1	each	VE8004BR	Valcom SIP Compliant Quad Network Audio Port (Rack Mnt)
1	each	V-C6124P	Valcom Power Supply 6 amp Positive 24VDC
2	each	VEADP4	VALCOM ADMIN PHONE
38	each	VL520BK-F	Valcom IP Speaker with Text and Flasher, Black Finish
1	each	VL550F	Valcom IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
16	each	VE9022A-2	Valcom 2x2 Lay-In Ceiling Speaker
5	each	VE422A	Valcom IP One-Way/Talkback Lay-in Ceiling Speaker
2	each	V-9880	Valcom Vandal Resistant Flexhorn (Includes V-9809)
7	each	VIP-130AL-M	Valcom IP One-Way High Efficiency Horn (Marine, White)
6	each	VL522BK-F	Valcom Dual-Sided IP Speaker Display with Text & Flashers, Black Finish
44	each	VE2973	Valcom Push Button Call Switch

Closet Breakdown

CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	Good	48 PORT W/POE+	2

Fort Worth Independent School District

Bonnie Brae Elementary School – Valcom Paging Project
3504 Kimbo Road
Fort Worth, TX 75474



12-14-2021

TX DIR# CPO-4784

BID #21680

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Daggett Montessori School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install one hundred-eighteen (118) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 3' in length for closet device connections.
5. Provide and install Category 6 patch cords 7' in length for closet device connections.
6. Provide and install Category 6 patch cords 10' in length for end device connections.
7. Provide and install five (5), 12 power outlet at 15'. One for each MDF/IDF closet.
8. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
9. Provide and configure one (1), Valcom Interactive Console (VE8091)
10. Provide and configure two (2), administration phones.
11. Provide two (2) days, on-site training to the end users at Daggett Montessori School.
12. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
13. Label all newly installed cables per the FWISD cabling standard.
14. Test results and project deliverables to be provided upon completion of the installation.
15. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
16. Project duration is expected to be three to four weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 (100 End Points) Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (complete Bill of Materials in Appendix A).
3. SWN and will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Daggett Montessori School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred-eighteen (118), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as sixteen (16) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-six (46) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install five (5), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-

verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of one hundred-eighteen (118), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of one hundred-eighteen (118), CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$198,214.69

- Cabling Materials: \$53,141.27
- Cabling Labor: \$24,750.00
- Valcom Materials: \$95,323.42
- Valcom Labor: \$25,000.00

Quote is valid for Ninety (90) Days

**Appendix A
Bill of Materials**

Line	Qty	Product	Description
1	1	VE6030-1	Enhanced Application Server
2	1	VE8014BR	Quad Network Station (FXS) Port (Rack Mnt)
3	1	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)
4	1	V-C6124P	Power Supply, 6 amp, Positive 24 VDC
5	2	VEADP4	Admin Phone
6	1	VE8091	IP Interactive Console
7	1	V-400	Desk Microphone
8	1	V-9939C	Microphone Adapter
9	42	VL520BK-F	IP Speaker with Text, Flasher; Black Finish
10	2	VL550BK-F	IP LARGE SIGN/SPKR
11	9	VL-522	IP DOUBLE SIDED SIGN/SPKR
12	7	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
13	6	VIP-103AL-M	IP MARINE HORN
14	55	VE2973	IP CALL SWITCH W/ VC
15	5	V-9880	ANALOG SURFACE FLEXHORN
16	14	V-9022A	ANALOG 2X2 LAY-IN SPKR

**Appendix B
Switch Port Count**

CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	GOOD	48 PORT W/POE+	2

Fort Worth Independent School District
Benbrook Elementary School – Valcom Paging Project
800 Mercedes Street
Fort Worth, TX 76126



12-14-2021

TX DIR# CPO-4784
BID #21755

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Benbrook Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install one hundred-twenty-two (122) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 3' in length for closet device connections.
5. Provide and install Category 6 patch cords 7' in length for closet device connections.
6. Provide and install Category 6 patch cords 10' in length for end device connections.
7. Provide and install three (3), 12 power outlet at 15'. One for each MDF/IDF closet.
8. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
9. Provide and configure one (1), Valcom Interactive Console (VE8091)
10. Provide and configure two (2), administration phones.
11. Provide and configure one (1), desk microphone.
12. Provide two (2) days, on-site training to the end users at Benbrook Elementary.
13. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
14. Label all newly installed cables per the FWISD cabling standard.
15. Test results and project deliverables to be provided upon completion of the installation.
16. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
17. Project duration is expected to be three to four weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom, VE6031, Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Daggett Montessori School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred and seventy-four (174), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as the Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-seven (47) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install four (4), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of ninety-one (91), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of ninety-one (91), CMR, CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$190,193.53

- Cabling Materials: \$42,757.65
- Cabling Labor: \$23,150.00
- Valcom Materials: \$99,285.88
- Valcom Labor: \$25,000.00

Quote is valid for Ninety (90) Days

**Appendix A
Bill of Materials**

Qty	Unit	Part Number	Part Description
5	each	VIP-580A	IP FlexHorn Interior Surface Mt. Unit, White
1	each	V-400	Dynamic Desk Top Microphone
1	each	V-9939C	Microphone Adapter
3	each	RS-0615-F	Tripp Lite Power Strip Rackmount Metal 120V 5-15R 6 Front Face Outlet 1URM
1	each	VE6030-1	Valcom IP6K Communication / Notification Server with UPS
1	each	VE8091	Valcom IP Interactive Console
1	each	VE8014BR	Valcom Quad Network Station (FXS) Port (Rack Mnt)
2	each	VE8004BR	Valcom SIP Compliant Quad Network Audio Port (Rack Mnt)
2	each	V-C6124P	Valcom Power Supply 6 amp Positive 24VDC
2	each	VEADP4	VALCOM ADMIN PHONE
47	each	VL520BK-F	Valcom IP Speaker with Text and Flasher, Black Finish
1	each	VL550F	Valcom IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
14	each	VE9022A-2	Valcom 2x2 Lay-In Ceiling Speaker
14	each	VE422A	Valcom IP One-Way/Talkback Lay-in Ceiling Speaker
2	each	V-9880	Valcom Vandal Resistant Flexhorn (Includes V-9809)
7	each	VIP-130AL-M	Valcom IP One-Way High Efficiency Horn (Marine, White)
13	each	VL522BK-F	Valcom Dual-Sided IP Speaker Display with Text & Flashers, Black Finish
67	each	VE2973	Valcom Push Button Call Switch

Closet Breakdown

CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	Add 2 Post Rack	48 PORT W/POE+	1
IDF IC1-A	Good	48 PORT W/POE+	1
IDF - New Wing	Good	24 PORT W/POE+	1

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Contract Number

DIR-CPO-4784

Contract Term Date: **06/11/23** ⓘ

Contract Expiration Date: **06/11/26** ⓘ

Vendor Information

[Southwest Networks, Inc.](#)

VENDOR CONTACT:

[FJ O'Leary](#) ↗

Phone: 8178973535

[Vendor Website](#) ↗

DIR CONTACT:

[David Mallory](#) ↗

Phone: (512) 475-4770

Vendor ID: **1752219844300**

HUB Type: **Hispanic American Male**



RFO: **DIR-CPO-TMP-551**

Contract Status: **Active**

Contract Overview

Southwest Networks offers cabling installation services through this contract, including: telecommunication equipment, electrical equipment, cables, wires, and communication and media related services. This contract is only available for Zones 1, 2, 3, 4 and 5. Please see the Zone Cabling Map for areas covered. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

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Products & Services

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

- Cabling Services

MORE INFORMATION

[Vendor Website](#) ↗

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

Getting Started

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CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF LAPTOPS FOR TEACHERS AND HIGH SCHOOL STUDENTS**

BACKGROUND:

The District will refresh teacher and student laptop devices that are out of warranty and support. To ensure student instruction is not interrupted, the Technology Division will begin to replace devices in alignment with the technology long range plan. Laptop devices will be purchased and distributed based on feedback from the Instructional Readiness Committee.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Laptops for Teachers and High School Students
2. Decline to Approve Purchase of Laptops for Teachers and High School Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Laptops for Teachers and High School Students

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6396-ECF-XXX-11-423-000000

(Estimated Project Cost.....)	\$26,500,000)
(Projected Emergency Connectivity Fund Reimbursement.....)	\$11,200,000)
(Projected District Expense.....)	\$15,300,000)

COST:

Not-to-Exceed - \$26,500,000

VENDORS:

Apple Inc.	CDW-G	Trox
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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-3789. Supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

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

All Schools

RATIONALE:

Approval of this request will provide all teachers and high school students with updated laptop devices to support student learning and program needs.

INFORMATION SOURCE:

Marlon Shears

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

**TOPIC: APPROVE PURCHASE OF MARCHING BAND UNIFORMS FOR
SOUTHWEST HIGH SCHOOL**

BACKGROUND:

This purchase is for replacement of aging band uniforms purchased in 2014 - 2015 for the Southwest High School Band. Since 2015, high school bands have been on a designated 7 to 8 year rotation for replacement of marching band uniforms through new purchase. The original projection estimated replacement for the Southwest High School Band was in 2020. Due to COVID-19 pandemic restrictions on marching band activities, there was minimal use of the uniforms in the last two (2) years resulting in an adjustment to the replacement schedule. The vendor is recommended based on previous experience and references. The Southwest High School Band Director, Jeff DeMaagd, assisted with the design, style, color, type of fabric, all other particular details and cut of the suit. The vendor recommended a drawing and sample uniform that has been inspected, viewed and approved by the Southwest band staff, school principal and the Department of Instrumental Music. The projected life of the uniform with normal use is seven (7) to eight (8) years.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Marching Band Uniforms for Southwest High School
2. Decline to Approve Purchase of Marching Band Uniforms for Southwest High
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Marching Band Uniforms for Southwest High School

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-11-6399-058-014-24-950-000150-22F32

COST:

\$107,305

VENDOR:

Fred J. Miller Uniforms, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 587-19. 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:

Southwest High School Band

RATIONALE:

The Instrumental Music Department recommends the purchase of 220 full band uniforms from the vendor to replace the aging band uniforms for Southwest High School.

INFORMATION SOURCE:

Marcey Sorensen



Fred J. Miller Inc.
 8765 Washington Church Rd
 Miamisburg Ohio, 45342

Full Order Cesario Uniform Quote

Quote #: FJM6196
 Buy Board / Co-Op ID 587-19

Southwest High School (Ft. Worth)

Attn: Jeff DeMaagd
 Po Box 26201
 Ft Worth TX, 76162

Item & Description	Quantity	List Price	Amount
Cesario Jacket Custom Printed Weskit	220	\$ 179.00	\$ 39,380.00
Cesario Inner Shirt #1 Custom Printed Dress Inner Shirt	220	\$ 68.00	\$ 14,960.00
Cesario Gauntlet Printed Gauntlet	220	\$ 44.00	\$ 9,680.00
Cesario Bib Pants Printed Leg	220	\$ 85.00	\$ 18,700.00
Cesario Hat Wrap Custom Hat Wrap	220	\$ 48.00	\$ 10,560.00
Apollo Apollo Hat	220	\$ 36.00	\$ 7,920.00
Plume 16" White Red Spear with black marabou base/ Silver cup	220	\$ 15.75	\$ 3,465.00
Garment Bags - 44" Soft-Tek Black Bag with White Imprint	220	\$ 12.00	\$ 2,640.00

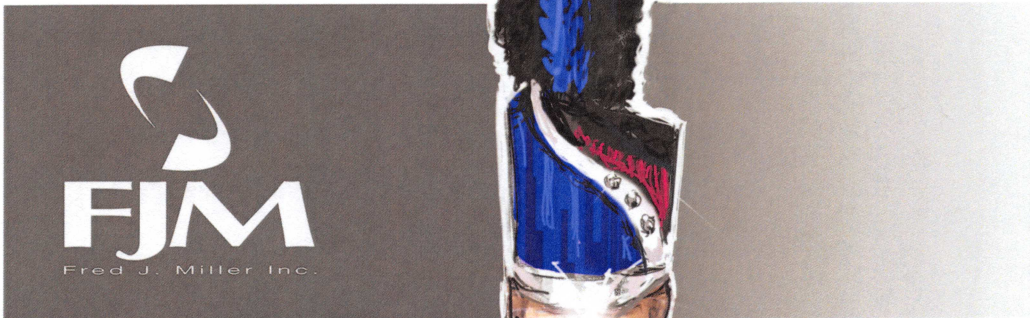
Sub Total	\$ 107,305.00
Adjustment	\$ 0.00
Grand Total	\$ 107,305.00

Terms & Conditions

A 50% deposit or an official school purchase order and completed sizing charts along with confirmed prototype will be required for order to be placed on production schedule. **Delivery time is approximately 160-180 days.** Balance is to be paid in upon completion of the order. If you have any questions contact your sales rep. Thank you!

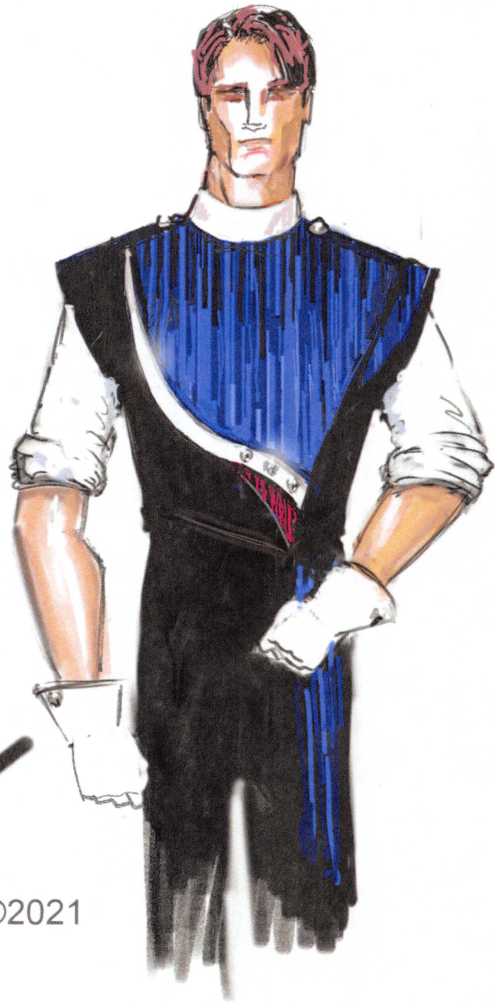


Joe Sowders
Sales Manager
8765 Washington Church Rd.
Miamisburg, OH 45342
www.fjminc.com



SOUTHWEST HIGH SCHOOL BAND

JEFF DEMAGD, CHRISTA MARTIEN,
RYAN LANGER, ALEXIS RANDOLPH
DIRECTORS



Cesario ©2021

Gymini
MODULAR UNIFORM CONCEPT

MUSICIAN 2022 CONCEPT 4



Vendor Contract Information Summary

Vendor Name Fred J. Miller, Inc.
Contact Mike Miller
Phone Number 8004443524
Email mike.miller@fjminc.com
Website www.fjminc.com
Federal ID 31-0852899
Accepts RFQs Yes
Address Line 1 8765 Washington Church Rd.
Vendor City Dayton
Vendor Zip 45342
Vendor State OH
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Uniforms and Accessories
Contract # 587-19
Effective Date 06/01/2019
Expiration Date 05/31/2022
Quote Reference Number 587-19
Return Policy 30 days as long as it is not a custom made item. You cannot return a custom item.

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: APPROVE PURCHASE OF A STUDENT - CENTERED LITERACY RESOURCE FOR ELEMENTARY STUDENTS

BACKGROUND:

As part of the District’s focus on early literacy and through an audit of current literacy resources and practices, the District recognizes the need for intensive literacy support in early literacy instruction. Teachers will use research-based literacy practices aligned to the science of teaching reading, the Fort Worth ISD (FWISD) curriculum, Literacy and Biliteracy Frameworks, and Lesson Structure. Every six (6) weeks students will take the State of Texas Assessment Academic of Readiness (STAAR) assessment to determine students reading level through the use of the MyOn Assessments. This is a continuation of the pilot program started during the 2020 - 2021 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Student - Centered Literacy Resource for Elementary Students
2. Decline to Approve Purchase of a Student - Centered Literacy Resource for Elementary Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Student - Centered Literacy Resource for Elementary Students

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-015-XXX-24 -307-000000

COST:

\$121,843.80

VENDOR:

Renaissance

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 225

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

Purchasing Support Documents Needed:

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

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

Alice Contreras Elementary	Bill J. Elliott Elementary	Christene C. Moss Elementary
Carroll Peak Elementary	Clifford Davis Elementary	Como Montessori Elementary
David K. Sellars Elementary	Eastern Hills Elementary	Edward J. Briscoe Elementary
Harlean Beal Elementary	D. McRae Elementary	Hazel Harvey Peace Elementary
Morningside Elementary	J.T. Stevens Elementary	Hubbard Heights Elementary
Natha Howell Elementary	Rufino Mendoza Elementary	Sunrise McMillian Elementary
S.S. Dillow Elementary	Sagamore Hill Elementary	Westcreek Elementary
Seminary Hill Elementary	Western Hills Elementary	Western Hills Primary

RATIONALE:

The Accelerated Reader (AR)/MyOn Program enhances classroom reading instruction by encouraging students to read a variety of books and to develop lifelong reading habits. AR is designed for students to read books independently at their level. The premise being the more students read, the greater their improvement in fluency and achievement.

INFORMATION SOURCE:

Marcey Sorensen

Renaissance[®] myON Personalized Literacy Quote

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

Dr. Marcey Sorenson-Chief Academic Officer
 Fort Worth ISD
 100 N. University, Fort Worth, TX 76107

FWISD Schools Pricing Proposal				
Product	Elementary Campuses	Prorated Price	Discount Price	Pricing
myON & myON News	24	\$3,026.00	\$2,400.00	\$72,624.00
Publisher Package (Current pilot publisher package)	24	\$600.45		\$14,410.80
Services		Prorated Price		Total Price
District Success Partnership Resources & PD		\$49,833.00		\$49,833.00
			Total Pre-Discount	\$136,867.80
			Discount	-\$15,024.00
			Overall Total	\$121,843.80

Subscription Dates 3/1/2022-6/30/2022

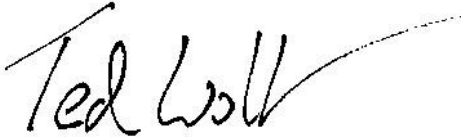
signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License, as previously negotiated, amended, and agreed to by the Parties.

To accept this offer and place an order, please sign and return this Quote. Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date. If your billing address is different from the address at the top of this Quote, please add that billing address below.

These prices will be in effect through 3/30/2022. Prices are subject to change thereafter. Volume discounts may apply to your order. Please contact your Account Executive for a detailed quotation.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc	District Name
	
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 2/4/2022	Date:
	Invoice Date:

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF TALENT MANAGEMENT MARKETING SUPPORT**

BACKGROUND:

Expanding the talent pipeline in Fort Worth ISD will serve to reduce the overall time to fill vacancies and bring external applicants to the District. External support is critical for increasing Fort Worth ISD brand awareness, targeting high quality audiences via marketing and professional social media messaging, and generating additional opportunities to recruit candidates with high needs skill sets. The District solicited quotes for marketing support addressing the following key areas:

- Graphic artist and multimedia services
- Marketing and professional social media messaging
- Promotional materials and branded apparel
- Promotion of events, initiatives, teacher recruitment efforts, and human-interest stories
- Recruitment and job fairs
- Videography and high impact footage
- Market research and targeted pipeline development

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Purchase of Talent Management Marketing Support
2. Decline to Approve Purchase of Talent Management Marketing Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Talent Management Marketing Support

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-41-6291-001-750-99-950-000105-22F32

COST:

\$250,000

VENDOR:

JO Agencies

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-077

Number of Bid/Proposals received: 8

HUB Firms: 1

Compliant Bids: 1

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

Talent Management

RATIONALE:

Brand awareness is a key factor in the promotion of Fort Worth ISD as a leading education employment partner within the Dallas-Fort Worth Metroplex. This is particularly important as Human Capital Management (HCM) is rebranded as Talent Management and market share is continually being challenged by the expansion of charter opportunities within the community.

INFORMATION SOURCE:

Raúl Peña

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE PURCHASE OF FORT WORTH INDEPENDENT SCHOOL DISTRICT SERVICE AWARDS**

BACKGROUND:

The proposed Fort Worth ISD service awards are a method of enhancing workplace culture, increasing employee satisfaction, and positively impacting employee retention. Service awards allow an opportunity for Fort Worth ISD to recognize employees for their commitment to the District. By implementing a service award program, the District will honor the loyalty and longevity of valued employees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fort Worth Independent School District Service Awards
2. Decline to Approve Purchase of Fort Worth Independent School District Service Awards
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fort Worth Independent School District Service Awards

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-41-6299-001-750-99-950-000000-22F32

COST:

\$248,000

VENDOR:

Proforma

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-079-A

Number of Bid/Proposals received: 31

HUB Firms: 1

Compliant Bids: 31

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:

Talent Management

RATIONALE:

Fort Worth ISD is a unique, relationship driven environment that honors long-term commitment of employees. The District is home to over 10,000 employees, the average of which has 9.9 years of internal service. Service recognition awards are a way to recognize the dedication of loyal staff members in a public way.

INFORMATION SOURCE:

Raúl Peña

QUOTE

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Date	Ship Date	Contact	Purchase Order No.
February 10, 2022		Rosibel Jimenez	

Qty	Item	Unit Price	U/M	Total
1,887	8" x 10" Classic Black Plaques	\$25.00	ea	\$47,175.00
1,887	Personalization (Up to 2 Lines)	\$3.00		\$5,661.00
1,887	Gift Box	\$1.30		\$2,453.10
	Shipping	\$560.00		\$560.00
	Total			\$55,849.10



Metal Plate Premium Engraved Gold
Elegant Beveled Classic Black Plaque
Price Includes Premium Double Plating

Please contact **Lori Walton** at Proforma DFW Marketing with any questions.

lori.walton@proforma.com 817-897-2301

FWISD Vendor # 12386

125

Thank you for this opportunity.

QUOTE

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Date	Ship Date	Contact	Purchase Order No.
February 10, 2022		Rosibel Jimenez	

Qty	Item	Unit Price	U/M	Total
7,453	20 oz. Double Wall Stainless Tumbler (Laser engraved imprint)	\$10.25	ea	\$76,393.25
	Shipping	\$1,720.00		\$1,720.00
	Total			\$78,113.25



Logo will print or engrave 2.5"W.

When a circle is printed on a curved surface, it will look a little more oval.
You can print this and wrap it on the mug



Laser Engraved

Please contact Lori Walton at Proforma DFW Marketing with any questions.

lori.walton@proforma.com 817-897-2301

FWISD Vendor # 12386

QUOTE

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Date	Ship Date	Contact	Purchase Order No.
February 10, 2022		Rosibel Jimenez	

Qty	Item	Unit Price	U/M	Total
10,537	1.25" Lapel Pin - No Stones White Fill	\$0.81	ea	\$8,534.97
14,221	1.25" Lapel Pin w/Stones	\$1.43		\$20,336.03
	Shipping	\$300.00		\$300.00
	Total			\$29,171.00



1 year
Silver
No Stone



5 years
Gold (Antique)
Stone - Crystal



10 years
Silver (Shiny)
Stone - Aqua



20 years
Gold (Shiny)
Stone - Ruby



7,453
pieces



4,806
pieces



1,962
pieces

Please contact Lori Walton at Proforma DFW Marketing with any questions.

lori.walton@proforma.com 817-897-2301

FWISD Vendor # 12386

QUOTE

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Date	Ship Date	Contact	Purchase Order No.
February 10, 2022		Rosibel Jimenez	

Qty	Item	Unit Price	U/M	Total
4,806	Tranzip Computer Day Pack - 1 Color Imprint	\$15.90	ea	\$76,415.40
	Shipping	\$2,545.00		\$2,545.00
	Total			\$78,960.40



Logo centered from left edge of pocket to right zipper.
Production time for a 1-color imprint is 10 business days after proof approval, plus 3 days for shipping.

Please contact Lori Walton at Proforma DFW Marketing with any questions.

lori.walton@proforma.com 817-897-2301

FWISD Vendor # 12386

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

TOPIC: APPROVE PURCHASE OF COMPENSATION SYSTEMS REVIEW

BACKGROUND:

Conducting a regular compensation analysis allows hiring entities to ensure that compensation of employees is fair, equitable, and aligned to market conditions. This is critical in attracting and retaining top-performing employees for the organization, particularly in a time when labor is in high demand. The Fort Worth Independent School District (the District) solicited proposals from qualified consulting firms to evaluate the current District structure and compensation philosophy, recommend updates/changes, propose a new comprehensive compensation system, and implementation strategy that will attract, retain, and reward top quality staff in support of the District’s goals. This will ensure that the District remains an attractive employer in the Dallas-Fort Worth Metroplex, able to secure talent in a challenging labor market.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Compensation Systems Review
2. Decline to Approve Purchase of Compensation Systems Review
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Compensation Systems Review

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-41-6291-001-750-99-950-000105-22F32

COST:

\$125,000

VENDOR:

Texas Association of School Boards (TASB)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-078

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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

Purchasing Support Documents Needed:

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

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

Talent Management - Compensation

RATIONALE:

The Fort Worth ISD Compensation Manual has not undergone a significant review since 2013. Given the challenging hiring landscape, it is imperative that we develop a new comprehensive compensation system and implementation strategy that will attract, retain, and reward top quality staff in support of the District's goals.

INFORMATION SOURCE:

Raúl Peña

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

**TOPIC: APPROVE CONSULTANT SERVICES TO EXECUTE THE
EVALUATION AND ACADEMIC RETURN OF INVESTMENT FOR THE
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF
(ESSER) FUNDS**

BACKGROUND:

On October 26, 2021, the Board approved a Request for Proposal (RFP) for an education consultant organization/group to provide technical assistance in evaluating the program/initiative effectiveness and cost-benefit analysis of Elementary and Secondary School Emergency Relief (ESSER) funds. This included aligning and establishing well-defined organizational systems for monitoring continuous improvement and sustainability for a robust Academic Return on Investment (AROI) process. Two (2) companies completed the bid process and the District-level Steering Committee selected the service provider that had the top scores on the evaluation rubric. The District is requesting a contract be granted to a consultant group for the 2021-2022, 2022-2023, and 2023-2024 school years.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Consultant Services to Execute the Evaluation and Academic Return of Investment for the Elementary and Secondary School Emergency Relief (ESSER) Funds
2. Decline to Approve Consultant Services to Execute the Evaluation and Academic Return of Investment for the Elementary and Secondary School Emergency Relief (ESSER) Funds
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Consultant Services to Execute the Evaluation and Academic Return of Investment for the Elementary and Secondary School Emergency Relief (ESSER) Funds

FUNDING SOURCE: *Additional Details*

Special Revenue 282-21-6291-0UR-999-24-950-000000-22F32

COST:

Not-to-Exceed - \$300,000 – Annually

VENDOR:

District Management Group, LLC *

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-029

Number of Bid/Proposals received: 2

HUB Firms: 1*

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. 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:

District Leadership Team	Business and Finance Division
Budget and Finance Department	Grants Management and Development Department
Grants Compliance and Monitoring Department	

RATIONALE:

The District’s goal is for the consultant services to establish a well-defined organizational system for evaluating the program/initiative effectiveness with cost benefit analysis of ESSER funds. This means the consultant will complete three (3) workstreams that offer technical assistance in the data collection, analyses, evaluation, and reporting related to the AROI. The District foresees this buildout being a three-year process, which is the lifespan of ESSER funding.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE AGREEMENT TO FACILITATE THE DEVELOPMENT OF A COMPREHENSIVE MULTI-TIERED SYSTEMS OF SUPPORT (MTSS) FRAMEWORK AND A DISTRICT WIDE IMPLEMENTATION PLAN FOR MTSS**

BACKGROUND:

Multi-Tiered Systems of Support (MTSS) is a systemic, continuous-improvement framework that utilizes data to identify needs, implement evidenced-based interventions, and refine educational practices to meet the ongoing academic and behavior needs of students. When implemented with fidelity and sustained, these systems enable every child to successfully reach their fullest potential. Implementation development and capacity building are key in bringing coherence and alignment. The Division of Student Support Services seeks to contract with a consultant group, that has a proven track record concerning MTSS development and implementation within large urban school districts, to assist FWISD in building an evidenced-based MTSS framework with systems at the District, campus and classroom levels aimed at increasing student success metrics.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Agreement to Facilitate the Development of a Comprehensive Multi-Tiered Systems of Support (MTSS) Framework and a District Wide Implementation Plan for MTSS
- 2. Decline to Approve Agreement to Facilitate the Development of a Comprehensive Multi-Tiered Systems of Support (MTSS) Framework and a District Wide Implementation Plan for MTSS
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-21-6291-001-999-24-950-000204-22F32

COST:

\$199,850

(Total cost includes an estimated expense for consultant travel over the 12-month project.)

VENDOR:

Edusolve

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083-E

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

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

District Wide – All Schools and All Departments

RATIONALE:

The development of a more comprehensive multi-tiered systems of support will enhance tools for measuring the overall efficiencies and effectiveness of the system regarding meaningful student performance metrics while also streamlining all data sources and tools into spaces that are easily accessible to all stakeholders.

INFORMATION SOURCE:

Cherie Washington

Fort Worth Independent School District



MTSS FRAMEWORK & IMPLEMENTATION DEVELOPMENT PROPOSAL

8 February 2022

To: Cherie Washington
Chief of Student Support Services
Fort Worth Independent School District
100 N. University Dr., Suite NW 252 | Fort Worth, TX 76107

From: Dr. Dana Godek, Managing Partner, EduSolve, LLC

Re: MTSS Framework and Implementation Development Proposal

Thank you for the opportunity to support the MTSS framework and implementation development needs of the school district to deliver on an environment in which students and staff feel safe, supported, and accepted. As you know, we are experiencing the most significant shift in learning and development in modern times, for both children and adults. We applaud the leadership of the Fort Worth Independent School District for its responsiveness to the needs of children and families by way of academic integration and your strategic plan. We are confident that we have the relevant experience, knowledge, and capabilities to successfully deliver on the current needs and build capacity for the future. Our approach is responsive to national education trends and the cutting-edge science of human development.

We hope that this response gives you some insight into our passion, our commitment, and the extensive expertise that our team brings to the table. By our experience in having worked with multiple state, district, and not-for-profit organizations over the years to support and achieve systemic MTSS communication and consistency, we believe that we offer an outstanding team of talent and a level of commitment to customized approaches, and not an adaptation of someone else's vision. Our unique value lies in the appropriate customization of evidence-based approaches that will effectively calibrate your existing MTSS investments and align your MTSS program to district goals.

We will manage this project to further advance systemic MTSS and ensure sustainable practices, in support of the leadership team and strategic plan.

Yours sincerely,

Dana Godek

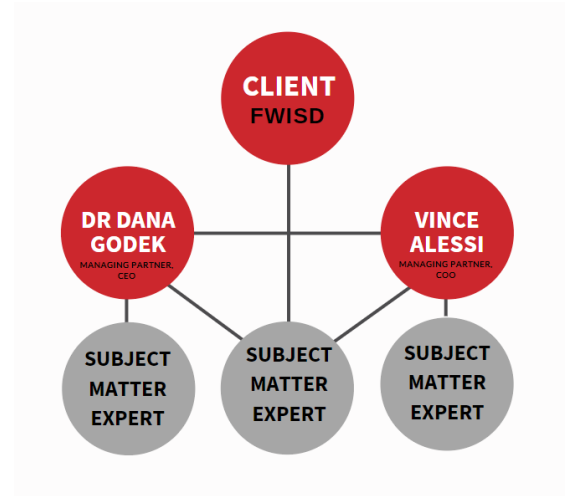
Dr. Dana Godek
Founder, Managing Partner
EduSolve, LLC

Fort Worth Independent School District



EXECUTIVE SUMMARY

EduSolve offers evidence-based, high impact MTSS systemic design, development, and continuous improvement with customization for and with school district partners to achieve outcomes for students that are prosocial and supportive of academic integration. We believe in knowledge-building and the application of a specific set of skills that empowers student support champions to infuse competencies and skills into their culture and identity in a way that makes sense for their context and desired state. Our proposed MTSS development strategies will yield powerful insights into the capacity and culture of both the district team and those who provide direct support for students.



OUR UNDERSTANDING OF THE CURRENT STATE

We understand and greatly appreciate the fact that Fort Worth Independent School District has an established program for MTSS and related development practices you are currently seeking to sustain that work through a customized academic integration plan that brings coherence and alignment to your existing MTSS investments. The approach is through calibrated and organized resources, enhanced structured tools, and an equity-focused professional learning series to strengthen integrated MTSS practices. Our unique ability to respond to this current state is based on a development method that maximizes the existing MTSS strengths and assets and sets them up for future success.

Fort Worth Independent School District



PROJECT APPROACH AND TIMELINE

We are deeply invested in the MTSS Framework, implementation development, and capacity building - and we have the experience to prove it. Given the size of the district and project scope, we envision an engagement that builds up Tier 1 this year and continues next year with Tier 2 and 3 development and scale.

PHASE 1:

6 weeks: *Mid-March through May 1, 2022*

Through a current state inventory and analysis, we will view the conceptual clarity of the MTSS program across the FWISD as the structure for capacity building and moving forward. Using Blyth, Borowski, Farrington, Kyllonen, and Weissberg (2019), we will then define the impact benefit potential of the MTSS program to elevate cultivation opportunities in terms of conceptual clarity and implementation value and expansion.

Key Deliverable: Deep Dive inventory, analysis, and report

PHASE 2:

6 weeks: *May through Mid-June*

The EduSolve team will facilitate a process to co-construct an MTSS playbook, organizing tools and resources that are actionable and intuitive for schools. Using your existing branding, we will design the playbook with attention to varied audiences: district, school, and classroom leaders, as well as families. We understand that the MTSS model isn't just for students, families must be positively invited to a school's engagement and support efforts in culturally responsive ways.

Key Deliverable: Cross-system MTSS Framework & Implementation Playbook

PHASE 3:

6 weeks: *Mid-June through July (with Next Phase Tier 2 and 3 for Fall 2022)*

We believe in integrated approaches that prioritize learning standards and behavioral expectations through rigorous curriculum and robust instructional, evidence-based programs and practices. We offer guided, data-driven professional development and coaching, matched to educator responsibilities through written practices, policies and implementation guidance.

Key Deliverable: MTSS Framework & Implementation Playbook coaching, professional development support and training

Fort Worth Independent School District



PROJECT TEAM PROFILE

EduSolve draws from decades of experience and a team of talent that know how to produce results for students and for the systems that serve them. We take a very measured, yet transparent approach with districts in urban, suburban, multilingual/cultural settings, by:

- Building and sustaining consensus about MTSS around the localized framework and approaches
- Building purposeful school communities and relationships, that are transparent and inclusive
- We facilitate and model a coordinated efficient use of resources that are aligned to stakeholder roles and responsibilities

This team of talent is represented in this proposal and are insightful problem solvers that have successfully guided distinct leaders through systemic MTSS development and capacity building for future success. We also collaborate with team members who have decades of experience on the school level, and we draw upon their experience to maintain clarity on how the recommended practices and strategies will impact students on a daily basis. We have successfully worked with districts big and small, rural and urban, and in doing so, we have helped them solve their greatest challenges.

Simply put, we help education leaders do great things for their students, and we have a track record to prove it.

Having done this work directly with school districts in creating and implementing various MTSS district-wide strategies, we have learned a lot about what works, and more importantly, what does not. We are eager to work with the core team to support their existing success and capitalize on the best path forward to build-up evidence-based, highly engaging and responsive MTSS Framework & Implementation Development Playbook and training.

Fort Worth Independent School District



PROJECT TEAM PROFILE



Dr. Dana Godek, Managing Partner, CEO

Dr. Dana Godek is a policy and research leader with a passion to achieve equitable outcomes in public education. Through consultancy, she leads the federal SEL program at CASEL, with national projects such as SEL; MTSS frameworks and SEL; Workforce Development. She has served as a teacher, public school administrator, national researcher, public education advocate, and federal programs expert for both urban and rural school districts as well as for not-for-profit organizations. Her most recent publications include a state policy theory of action for systemic SEL, a national review of SEL and state pandemic response, and the impact benefits of integrating SEL and workforce preparation. Dana earned her doctorate in organizational leadership, with a specialization in policy, and holds the certified fundraising executive credential.



Vince Alessi, Managing Partner, COO

Vince Alessi is a bilingual business development and operations strategist with 30+ years of experience in public education. He has served as a teacher, principal, curriculum designer, Chief Academic Officer, and charter school developer. He specializes in conceptualization, market expansion, and managing operational effectiveness that benefit children.



Kelly Sapp, Subject Matter Expert

Kelly Sapp is a nationally recognized Social Emotional Learning Coach and Staff Developer with almost 20 years experience in the field. Prior to consulting, she served the School District of Palm Beach County working in conjunction with the Wallace Foundation and CASEL. This 4-year project focused specifically on Social Emotional Learning roll-out and implementation across large, urban school districts. Kelly began her profession as a founding member of High Tech Middle Media Arts with the High Tech High community of schools. Kelly has presented both nationally and internationally with her most recent session at Deeper Learning China (2020) “How You Feelin’? Feelin’ good as SEL!”.



Shanita Galatowitsch, Subject Matter Expert

Shanita Galatowitsch is a public education leader and recognized Social Emotional Learning Content Expert. She has worked as a teacher, dean of students, and curriculum specialist for the past 17 years. Additional areas of expertise include, microaggressions in the workplace, approaching sensitive topics in elementary literacy, and transformative SEL. Mrs. Galatowitsch is a Published Author in Educational Leadership “David vs. Goliath or...How Fern Creek Elementary Is Beating the Goliath’s that Threaten Student Success”.

Fort Worth Independent School District



DELIVERABLES & INVESTMENT PLAN

We will leverage our team of MTSS subject matter experts, and we will co-construct a cohesive plan that makes "theory-to practice" work in measurable ways for students and staff of Fort Worth Independent School District.

Deliverable 1: Deep Dive Inventory, analysis & Report

This Deliverable requires the review of current program assets across the enterprise through guided discussions with stakeholders by members of the Edusolve team. Those discussions, both in-person and via Zoom, will yield an analysis of the current state of program elements, and finally, the vendor will issue a report that will illuminate best practices and make recommendations for managing gaps in the system to result in maximum efficiency with a roll out of the program.

Cost: \$38,000

Deliverable 2: Cross-system MTSS Framework & Implementation Playbook

The heart of the MTSS system maximization effort is in the delivery of an efficient cross-system MTSS enterprise framework that will structure the Implementation Playbook (pulling the parts together to create a unified system) and issue it, upon FWISD approval, to the varying levels of stakeholders who will be the recipients of the MTSS system.

Cost: \$65,000

Deliverable 3: MTSS Framework & Implementation Playbook, coaching, professional development support and training, extending to Tiers 2 & 3 through to January 2023

This Deliverable synthesizes the structure of the Framework and Playbook into coaching documents that will be utilized as the core of professional development and training by FWISD staff, with support and technical assistance by Edusolve that will extend into the Tiers 2 & 3 (February 2023)

Cost: \$55,000

In consideration of the anticipated eleven month cycle of the project (mid-March 2022 to mid-February 2023), Edusolve will submit eleven monthly invoices, beginning April 1, in the amount of \$14,363.63 each month, payable in 30 days.

CONSULTING SERVICES INVESTMENT TOTAL: \$158,000.00

Fort Worth Independent School District



DELIVERABLES & INVESTMENT PLAN

TRAVEL COSTS (UPON WRITTEN DISTRICT APPROVAL):

Approved travel costs, as requested by FWISD will be billed under separate invoices at the conclusion of each month that required travel expenditures. Estimated travel costs are as follows, and only actual costs will be billed to client:

Per Consultant Estimated Associated Travel Costs (Air /Hotel/Car /Meals): \$975/Day 1
 Per Consultant Estimated Additional Days@ \$475 each

Consultants estimate that in a 12 month period, there should be face-to-face meetings approximately every six-eight weeks, with an estimated total of seven (7) meetings for the contract year.

An initial kick-off meeting would be scheduled within the first three weeks of contract execution, and this trip should be a total of four days (including the travel days). Subsequent meetings would be three (3) days in duration. Please note the anticipated schedule and related costs of these scheduled meetings:

Meeting 1 (Kick-off 4 days)	@ \$975/Day 1 <u>\$1425/Days 2-4 (\$475 x 3)</u> \$2400 per consultant x 3 =	
TOTAL COST MEETING 1:		<u>\$7,200.00</u>

Meetings 2-7 (3 days)	@ \$975/Day 1 <u>\$950/Days 2-3 (\$475 x 2)</u> \$1925 x 6 MEETINGS = <u>\$11,550 PER CONSULTANT x 3 =</u>	
TOTAL COST MEETINGS 2-7:		<u>\$34,650.00</u>

ANTICIPATED TOTAL TRAVEL COSTS: **\$41,850.00**

The Investment of consulting services is \$158,000, plus ESTIMATED travel costs of \$41,850.00 dependent upon travel market costs at the time of booking.

TOTAL CONTRACT INVESTMENT	-----	<u>\$199,850.00</u>
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**CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022**

TOPIC: APPROVE ENERGY SAVINGS CONTRACT ADDENDUM

BACKGROUND:

On June 28, 2016, the Board approved the energy savings contract between Fort Worth ISD and an energy conservation company. On September 27, 2016, the Board approved a contract addendum to clarify termination clauses and work fees with the company, as well as customized a comprehensive energy conservation program that focused on reducing the consumption of energy and water.

This second energy savings contract addendum would extend the term to March 31, 2023, with a fixed fee arrangement that would be a cost benefit to the District relative to the current contract. This one-year addendum will also allow the District to evaluate the program for any long-term plans.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Energy Savings Contract Addendum
2. Decline to Approve Energy Savings Contract Addendum
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Energy Savings Contract Addendum

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-001-999-99-414-000000

COST:

Not-to-Exceed - \$1,740,000

VENDOR:

Cenergistic, LLC

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Central Texas Purchasing Alliance Buyboard, Pasadena Independent School District Contract 19P-012LP. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

Approval will allow the District to continue to be energy as well as economically efficient.

INFORMATION SOURCE:

Joseph Coburn

Energy Savings Contract Addendum #2

This Energy Savings Contract Addendum #2 ("**Addendum #2**") is entered into, effective _____, 2022 ("**Effective Date**"), by and between the Fort Worth Independent School District (the "**District**"), a political subdivision of the state of Texas and a legally constituted independent school district, and Cenergistic LLC, ("**Cenergistic**"), to amend that certain Energy Savings Contract by and between the District and Cenergistic with a Start Date of October 1, 2016, as amended by that Energy Savings Contract Addendum dated effective October 1, 2016 (as amended, "**Contract**"). The District and Cenergistic may be collectively referred to as the "Parties," or individually as the "Party."

WHEREAS, the Contract terminates pursuant to its terms on March 31, 2022 and whereas the Contract may be modified by a writing signed by the parties pursuant to Section 12(a) of the Contract and whereas Section 11 of the Contract permits renewal of the Contract; and

WHEREAS, the parties desire to: (1) extend the term beyond March 31, 2022; (2) provide for additional services; (3) change the Performance Fee (as defined in the Contract) for the Extended Term (i.e., beginning on April 1, 2022); and (4) amend certain other provisions of the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree, and the Contract hereby is ratified and amended as follows:

1. Definitions. All terms used herein but not defined herein shall have the meanings assigned to them in the Contract.

2. Amendment to Section 3(b). The last sentence of Section 3(b) is amended and restated in its entirety as follows:

"The energy specialists will use an energy accounting software ("**Energy Accounting Software**") to maintain energy consumption and other information concerning District energy consumption."

3. Amendment to Section 4(c). Section 4(c) of the Contract is amended and restated in its entirety as follows:

"(c) Energy Accounting Software. The effective management of energy information is the first step in achieving positive results through accountability. Energy consumption will be accounted for by using the Energy Accounting Software, with which Cenergistic's energy consultants are knowledgeable with and are trained to use to provide support to the District. No later than ninety (90) days after the Start Date, the District must license the Energy Accounting Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients, an alternative Energy Accounting Software program; provided, however, the Parties must mutually agree in writing to an alternative Energy Accounting Software program. Data input and maintenance will be managed and controlled, at Cenergistic's option, either by the Energy Specialist or at Cenergistic's corporate office, with District access to review all data entries."

4. New Addition to Section 2(b). The following language is added to the end of Section 2(b) in the Contract as follows:

“v. Performance Year 6.

The primary focal points of services during Performance Year 6 shall include:

- Dedicated assignment of Cenergistic Energy Specialists to District;
- On site and remote support from Cenergistic experts and engineers;
- Enhanced sustainability driven by Cenergistic proprietary software suite;
- Assistance with Program promotion and public relations opportunities;
- Access by District personnel to Cenergistic virtual training conferences;
- Access to Cenergistic Community, student engagement STEM/STEAM academy resources, toolkits, contests, age-appropriate activities, green clubs, etc.; and
- Healthy Building assessments with ongoing CO² monitoring by energy specialists.”

5. Amendment to Section 6. The last sentence of Section 6 is deleted, and the following language is added to the end of Section 6 in the Contract as follows:

“At the end of the Term, the Contract is extended for an additional twelve (12) month period (the “**Extended Term**”) such that the Contract shall terminate on March 31, 2023. Notwithstanding anything in the Contract to the contrary, each twelve (12) month period during the Extended Term shall be a Performance Year, with the first twelve (12) month period being the “Sixth Year” and so on. The Contract shall include six (6) Performance Years.”

6. Amendment to Section 7(b). The first two (2) sentences of Section 7(b) are amended and restated in their entirety as follows while the remaining language in Section 7(b) remains unchanged:

“Cenergistic’s Performance Fees during the Term and the Extended Term (collectively, the “**Fee Period**”) are as follows: (A) for the first five (5) Performance Years, the District shall pay Cenergistic a fee in an amount equal to 50% multiplied by the Total Savings for that month (“**Original Fee**”) and (B) for each month of the twelve (12) months during the Extended Term, the District shall pay Cenergistic the amount of One Hundred Forty-Three Thousand Nine Hundred Dollars (\$143,900) (“**Extended Fee**”; the Original Fee and the Extended Fee are collectively referred to as the “**Performance Fees**”). The Performance Fees will be invoiced beginning the 1st day of each month beginning on the Start Date (or as soon thereafter as the data is available to calculate the Total Savings for that month) and shall continue being invoiced on the 1st day of each succeeding month until all seventy-two (72) Performance Fees have been paid.”

7. Amendment to Section 8(a). The fifth row of the Table in Section 8(a) is deleted and the following is added to the end of the Table in Section 8(a):

Performance Years Five through Six	An amount equal to the lesser of (1) twelve (12) most recent Performance Fees or (2) the remaining Extended Fees for the Extended Term
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8. Certain References in the Contract.

a. References To Term: The following references to “Term” in the Contract are hereby amended to read “Term and/or Extended Term”: (1) two references in Section 3(d), (2) last sentence of Section 4(d), (3) first sentence of Section 5(d)(iv), (4) the heading of Section 6 (5) second sentence of Section 7(e), (6) first sentence of Section 8(a), (7) first sentence of Section 8(b), (8) last sentence of Section 8(c), and (9) first sentence of Section 8(d).

b. References to EnergyCAP: (1) The three references to “EnergyCAP workshop” in Section 4(d) are replaced with “Energy Accounting Software workshop”; (2) the one reference to “EnergyCAP, Inc.” in Section 4(d) is replaced with “Cenergistic”; (3) the two references to “EnergyCAP” in each of Section 5(d)(iii) and Section 7 of the M&V Plan are replaced with “Energy Accounting Software”.

c. References to Software: All references to “Software” are replaced with “Energy Accounting Software”.

d. Reference to Fifth Performance Year in Section 8(e): The reference to “fifth performance year” in Section 8(e) is amended to state “sixth performance year”.

9. Sections 9, 10(a) and 10(b). Section 9, Section 10(a) and Section 10(b) of the Contract are hereby amended and restated in their entirety as follows:

“9. Termination Event. Upon termination of this Contract the District shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the District in connection with the Program, including all copies thereof; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic; and (c) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the District is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic; or (ii) hiring a person (other than an energy specialist trained by Cenergistic) to assist with monitoring energy use or consumption. The Proprietary Information includes all database files created using the Energy Accounting Software, but does not include any information, data, or source documents provided by the District. Upon termination, the information, data, and source documents provided by the District shall be returned to the District and the District may retain one archival copy of all reports produced by the Energy Accounting Software during the Program. If requested, upon termination of the Contract, Cenergistic will export the raw source data (which shall not include any formulas or proprietary information of Cenergistic) that has been accumulated during the Program into a spreadsheet to be provided in electronic form to the District.

10. Proprietary Program and Information. (a) Proprietary Information. The District may have access to and use of any or all of the following: (1) Cenergistic's energy management program; (2) materials that are copyrighted, patented, protected by trade secrets and other information that is proprietary to Cenergistic and (3) Cenergistic software, including both browser based and mobile versions, upon acceptance of the terms of services associated with such Cenergistic software, set forth on Exhibit A, attached hereto and incorporated by reference herein, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic software. Items (1) through (3) along with all database files created using the Energy Accounting Software are collectively referred to as "Proprietary Information". Notwithstanding any terms or conditions contained in any "click through" agreement for the Cenergistic software, the terms and conditions of Exhibit A will control and prevail. Further, "District Confidential Information" includes information about District's systems, operations, and other information customarily considered to be of a sensitive and/or private nature by K12 school districts in the state of Texas, that is disclosed to, or obtained or discovered by, any Cenergistic personnel in connection with this Agreement. Cenergistic shall not have access to personally identifiable information about any of District's employees, students, or families of students. Cenergistic agrees that all District Confidential Information: (i) shall be received in confidence by Cenergistic and shall be used only for the proper performance of the services contemplated by this Agreement, (ii) is the property of the District, and (iii) shall be maintained and protected by Cenergistic as confidential in accordance with generally accepted commercial standards. Upon termination or expiration of the Contract, Cenergistic shall return to District all District Confidential Information in its possession.

(b) Limitations on Use; Confidentiality. Cenergistic acknowledges that the District is a governmental entity of the State of Texas that is subject to public information laws, including Chapter 552 of the Texas Government Code, which require the District to release any information that is defined as or deemed to be public (the "Public Information Statutes"). The District hereby agrees that Cenergistic is the owner of all right, title and interest in and to the Proprietary Information. The District agrees that nothing contained in this Agreement shall be construed as granting any ownership right to the District in any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The District shall not make, have made, use or sell for any purpose, any product or process using, incorporating or derived from any Proprietary Information. The District shall not copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The District agrees that an invention or work created by the District or any of its personnel based on or incorporating any of the Proprietary Information shall be owned exclusively by Cenergistic. The District agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by the Public Information Statutes and other law. Upon receipt of a request under the Texas Public Information Act, the District may be required to release documents to the requestor. Cenergistic agrees to fully cooperate with the District in responding to public information requests involving

this Agreement or the services provided herein. Cenergistic acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure. The District agrees not to challenge, or assist any third-party in challenging, Cenergistic's ownership rights in the Proprietary Information, and in any invention, patent, copyright, trademark, or other intellectual property right. The District agrees that the Proprietary Information, including but not limited to the patents and copyrights of Cenergistic, are valid and enforceable. The District shall not challenge the validity or enforceability of any patent, trademark or copyright owned by Cenergistic in any court, at the Patent and Trademark Office, or in any other forum or before any arbitrator. The District shall give Cenergistic written notice and an opportunity to respond if the District receives a third-party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this Contract. The District's obligations under this paragraph survive termination of this Contract. District hereby agrees that breach of this subparagraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction."

10. Deletion of Section 11. Effective the first day of the Extended Term, Section 11 is deleted.

11. Ratification of Contract. All other terms and conditions contained in the Contract, as modified by this Addendum #2, shall remain in full force and effect.

The Parties have executed this Addendum #2 effective as of the Effective Date.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CENERGISTIC LLC

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: John Bernard

Title: President

Date: February 14, 2022

Fort Worth ISD, TX – Contract Addendum-Extension v.9 021122

EXHIBIT A TERMS OF SERVICE

This Agreement (“Agreement”) is between Cenergistic LLC (“Cenergistic”) and the users (“you” or “user”) of Cenergistic proprietary software, including browser-based and/or mobile versions as the same may be made available from time to time (the “Services”). These Services are provided either (1) pursuant to a separate agreement to provide energy management services, including but not limited to an Energy Savings Contract or an Energy Management Contract (“Other Contract”) between Cenergistic and its client (“Client User”) or (2) as an employee or independent contractor of Cenergistic (“Employee User”). You and Cenergistic are each individually a “Party” and collectively the “Parties.” Receipt of the Services is conditioned upon acceptance of these terms. By clicking “I agree” below, you confirm that you have reviewed and accepted these terms and attach your signature thereto. By accessing or using the Services, you confirm your agreement to be bound by this Agreement. If you do not agree to this Agreement, you may not access or use the Services.

1. Receipt of Services. Subject to the terms and conditions of this Agreement, Cenergistic grants you a nonexclusive, nontransferable license to use the Services for the term of this Agreement. As a condition of your receipt of the Services, you represent and warrant to Cenergistic that:

- You are at least eighteen (18) years old and capable of entering into a legally binding agreement. You may not authorize third parties to access or use the Services. You may not assign or otherwise transfer your access to the Services, including without limitation your credentials, login, or account in the Services to any other person or entity. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.
- You will use the Services only for the intended purposes, and you agree to comply with all applicable laws when using or receiving the Services, and will not use the Services, for any unlawful purpose, to harass, intimidate, cause nuisance, annoyance, inconvenience, or property damage. You agree to not provide, upload, send, transmit, receive, publish, or otherwise communicate matter that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Cenergistic in its sole discretion, whether or not such material may be protected by law. Cenergistic may, but shall not be obligated to, review, monitor, or remove any information or material, at Cenergistic’s sole discretion and at any time and for any reason, without notice to you.
- You will not use the Services to fix prices, restrain trade, or violate any anti-trust or consumer protection laws and regulations.
- If you are a Client User, you will use and access the Services for only as long as you are employed or retained by an entity with whom Cenergistic has an Other Contract and for only as long as the term of the Other Contract with that entity. If you are an Employee User, you will use and access the Services for only as long as you are employed or retained by Cenergistic.

These terms may be amended by mutual written agreement of the Parties. If you are an Employee User, nothing in this Terms of Service limits, reduces or releases any of your obligations or restrictions under other written agreements (current or future) relating to the same or similar subject matter.

2. Data. You agree that your personal information and usage data may be communicated to Cenergistic and used by Cenergistic to provide and enhance the Services. Cenergistic accepts no liability for preserving or safeguarding the data you provide. You agree that your information may be disclosed to third parties as provided in our Privacy Policy, which may be updated from time to time. At all times, use and receipt of the Services shall indicate your agreement to the then-applicable terms of the Privacy Policy.

3. Access. You agree that access to the Services is not guaranteed. Your access to the Services may be suspended or terminated for any failure to comply with the terms of this Agreement, misuse of the Services, or technical changes such as changes to the system requirements. You agree not to access the Services, including without limitation any app, software, webpage, database, code, or data, using any scripts, “bots”, scrapers, crawlers, or automated program without the express written consent of Cenergistic. You further agree not to take any action that imposes or may impose an unreasonable, disproportionate or unforeseen burden on the infrastructure, servers, database, or any system or personnel related to the provision of the Services.

4. Ownership of Intellectual Property and Confidentiality. The following (collectively referred to as the “**Cenergistic IP**”) are the property of and owned by Cenergistic: (1) all trademarks, service marks, trade names, patents and copyrights associated with the Services; (2) all confidential information (“**Cenergistic Confidential Information**”) related to the Services, including all associated software, source code, object code, graphics, organization, and original works of authorship, proprietary materials or information, trade secrets or other intellectual property related to the Services. You agree that your use of and access to Cenergistic IP is subject to a personal, non-exclusive, non-transferable license to use the Cenergistic IP only insofar as is necessary to access the Services and nothing contained in this Agreement shall be construed as granting any ownership rights to any of the Cenergistic IP. You agree to keep all Cenergistic Confidential Information confidential to the full extent of the law. You agree not to disclose any Cenergistic Confidential Information to a third-party without providing Cenergistic with prior written notice and an opportunity to respond. You agree not to challenge, nor to assist any third party in challenging, the validity, enforceability or Cenergistic’s ownership of the Cenergistic IP.

You agree not to: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Cenergistic; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, “deep link” to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

The trademarks and tradenames of any third-party software displayed, referenced, or appearing in or otherwise related to the Services are the respective properties of the third-party. You agree, at all times while using or receiving the Services, not to infringe the rights of third parties, including without limitation trademarks, copyrights, patents, and trade secrets.

The obligations of this section survive termination of this Agreement. You agree that breach of this section will cause Cenergistic irreparable damage for which recovery of damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain timely injunctive relieve, as well as such further relief as may be granted by a court of competent jurisdiction.

5. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, ALL SERVICES PROVIDED AND RIGHTS GRANTED BY CENERGISTIC ARE PROVIDED AND GRANTED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENERGISTIC MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, SUITABILITY, OR AVAILABILITY OF THE SERVICES BEYOND THOSE SPECIFICALLY OUTLINED HEREIN. CENERGISTIC MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE USE OF THIRD-PARTY SOFTWARE PROVIDERS. IN NO EVENT WILL CENERGISTIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSOCIATES, AFFILIATES OR ASSIGNS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF CENERGISTIC, EVEN IF CENERGISTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENERGISTIC SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (I) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (II) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF CENERGISTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENERGISTIC SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CENERGISTIC’S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, CENERGISTIC’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

If, despite the limitations above, Cenergistic is found liable for any loss or damage which

arises out of, or is in any way associated with your use or receipt of the Services, then the liability of Cenergistic will in no event exceed the amount paid by User for the Services in any applicable twelve (12) month term. This limitation of liability reflects the allocation of risks between the parties. The limitations of liability provided herein shall survive and apply even if any provision herein, including without limitation limited remedies, is found to have failed of its essential purpose.

6. Term. This Agreement shall continue until terminated in accordance with the provisions of this section. This Agreement may be terminated immediately by Cenergistic and will be automatically terminated upon (1) termination of the Other Contract or termination of your employment or retention by an entity with whom Cenergistic has an Other Contract, if you are a Client User and (2) immediately upon the termination of your employment with or engagement by Cenergistic, if you are an Employee User. Upon termination of this Agreement you shall promptly cease using, return, remove, or allow removal by Cenergistic of all software and devices related to the Services installed by or at the direction of Cenergistic. In any event, the provisions of Sections 3, 4 and 5 shall survive any termination of this Agreement, including any termination effected by operation of law.

7. Network access and devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. Cenergistic does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

The following provisions apply if you are a Client User:

8. Other Contract. The Services are provided pursuant to and subject to the Other Contract. This Agreement is subject to the terms and provisions set forth in the Other Contract, all of which are by this reference made a part of and incorporated in this Agreement.

9. Miscellaneous.

The Parties agree that if any dispute, controversy or claim cannot be settled through good faith dispute resolution efforts, then it shall be settled by a court with competent jurisdiction. This Agreement and the Other Contract constitute the entire agreement between the Parties with respect to the Services and supersede all prior or contemporaneous communications, proposals, or dealings, in any form, with respect to the Services. If any provision of this Agreement shall be found illegal, unlawful, or otherwise unenforceable for any reason, this Agreement shall continue in force with the unenforceable provision excluded. Cenergistic's failure or delay in enforcing any provision of this Agreement, at any time, shall not waive or limit Cenergistic's right to enforce that provision in the future, nor any other provision herein. You agree that no joint venture, partnership, or employment relationship exists between you and Cenergistic as a result of this Agreement, or your use or receipt of the Services. For all notices under this Agreement, including notice of changes to this Agreement, the Privacy Policy, or any terms of the Services, Cenergistic may give notice by means of written communication sent by first class mail or pre-paid post to any address you have provided. Such notice shall be deemed to have

been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post).

You may not assign this Agreement without Cenergistic's prior written approval. Cenergistic may assign this Agreement without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Cenergistic's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

10. Third party services and content

The Services necessarily require use of a third-party software such as energy consumption software (including but not limited to software provided by EnergyCAP®). You are responsible for obtaining a license and paying the appropriate licensing fees for this software, or any alternative software recommended by Cenergistic. Cenergistic does not guarantee that the Services, or any portion thereof, will function correctly without this software. You acknowledge that different terms of use and privacy policies may apply to your license. The third-party is not a beneficiary of this Agreement. Cenergistic is not responsible or liable for any products or services of the third-party.

The Services may also be made available or accessed in connection with third-party services and content (including advertising) that Cenergistic does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Cenergistic does not endorse such third-party services and content and in no event shall Cenergistic be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this Agreement if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this Agreement and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Cenergistic LLC

By: William S. Spears
William S. Spears, Chairman-Founder

Fort Worth Independent School District

By: _____
Name: _____
Title: _____

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE CYBER LIABILITY AND CYBER CRIME INSURANCE RENEWALS**

BACKGROUND:

Cyber liability insurance provides coverage for costs subject to the policy limits for an organization to recover from data breaches, viruses, or other cyberattacks. It also provides coverage for legal claims resulting from a covered loss. Cybercrime insurance provides coverage for costs subject to the policy limits for an organization to recover from a social engineering attack. The District increased its cyber liability coverage in 2020 due to the increased trend in cyber threats. The District experienced a significant claim in 2020 which triggered coverage on the cyber policy.

Due to the size of the claim that was paid by the insurance company, the incumbent insurance carrier did not offer renewal terms for the March 1, 2021, to March 1, 2022, term. However, an alternative carrier was found by District personnel and approved by the Board at the February 23, 2021 Meeting.

Cyber liability insurance market conditions have continued to deteriorate over the last two (2) years with carrier capacity shrinking due to high claims volume and carrier pay outs. For this current renewal cycle, more than twenty-five insurance carriers were approached by the District and three (3) provided viable proposals. All proposals were significantly higher than the previous year due to the large claim previously discussed as well as unfavorable market conditions. District personnel reviewed the proposals and are recommending two (2) insurance carriers to provide coverage at the best value for the District. The coverage term for both policies will be from March 1, 2022, to March 1, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cyber Liability and Cyber Crime Insurance Renewals
2. Decline to Approve Cyber Liability and Cyber Crime Insurance Renewals
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cyber Liability and Cyber Crime Insurance Renewals

FUNDING SOURCE

Additional Details

General Fund

199-51-6427-001-999-99-435-000000 - Cyber
199-51-6428-001-999-99-435-000000 – Cyber Crime

COST:

Cyber Liability- \$224,201.64
Cyber Crime - \$23,200

VENDOR:

Higginbotham

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-045
Number of Bid/Proposals received: 2
HUB Firms: 0
Compliant Bids: 1

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District - Wide

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: APPROVE RENEWAL OF INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH TO CONDUCT RESEARCH ACTIVITIES IN TRINITY PARK

BACKGROUND:

On September 12, 2018, the City of Fort Worth (the City) and Fort Worth Independent School District (Fort Worth ISD) entered into an agreement to conduct research activities related to surveying turtles consisting of capturing, measuring, marking and releasing turtles back into the Trinity River in accordance with Scientific Permit No. SPR-1017-201- issued by the Texas Parks and Wildlife Department. The City and Fort Worth ISD agree to renew and extend the Interlocal Agreement for an additional three-year period effective beginning September 12, 2021, and ending on September 12, 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Interlocal Agreement with the City of Fort Worth to Conduct Research Activities in Trinity Park
2. Decline to Approve Renewal of Interlocal Agreement with the City of Fort Worth to Conduct Research Activities in Trinity Park
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

City of Fort Worth (Research Trinity Park)

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:

R.L. Paschal High School

RATIONALE:

The continuation of the renewal interlocal agreement will allow students to continue with their research projects in Trinity Park.

INFORMATION SOURCE:

Jerry Moore

**FIRST RENEWAL OF CITY SECRETARY CONTRACT NO. 51330
AN INTERLOCAL AGREEMENT TO CONDUCT RESEARCH ACTIVITIES
IN TRINITY PARK**

This **FIRST RENEWAL OF CITY SECRETARY CONTRACT NUMBER 51330** ("First Renewal") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT** ("FWISD"), by and through its duly authorized representative. The City and FWISD are referred to herein individually as a ("Party") and collectively as the ("Parties").

WHEREAS, Chapter 791 of the Texas Governmental Code, the "Interlocal Cooperation Act" authorizes local government entities to enter into interlocal contracts for governmental purposes;

WHEREAS, on September 12, 2018, the City and FWISD entered into an agreement to conduct research activities related to surveying turtles consisting of capturing, measuring, marking and releasing turtles back into the Trinity River in accordance with Scientific Permit No. SPR-1017-201 issued by the Texas Parks & Wildlife Department, the same being City Secretary Contract ("CSC") Number 51330;

WHEREAS, the Agreement provides a primary term of three-years, with an option to renew by mutual written agreement of the Parties;

WHEREAS, the primary term expires on September 12, 2021;

WHEREAS, the Parties desire to extend the Agreement for an additional three-year term under the same terms and conditions;

NOW, THEREFORE, the City and FWISD agree to renew and extend the Agreement as follows:

I.

The City and FWISD agree to renew and extend the Agreement for an additional three-year period effective beginning on September 12, 2021 and ending on September 12, 2024.

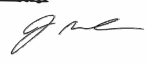

II.

1. All other terms and conditions of the Agreement remain in full force and effect except as specifically set forth in this First Renewal.

2. All terms of this First Renewal that are capitalized but not defined have the meanings assigned to them in the Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal to be effective on September 12, 2021.

CITY OF FORT WORTH By: _____ Valerie Washington Assistant City Manager Date: _____ <i>Recommended:</i> By: _____ Richard Zavala Director Park & Recreation Department By: _____ Sandra Youngblood Assistant Director Park & Recreation Department APPROVED AS TO FORM AND LEGALITY: By: _____ Nico Arias Assistant City Attorney ATTEST: By: _____ Ronald P. Gonzales Acting City Secretary CONTRACT AUTHORIZATION: M&C: N/A 1295: N/A	FORT WORTH INDEPENDENT SCHOOL DISTRICT: By: _____ Dr. Kent Paredes Scribner Superintendent, Fort Worth ISD  Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION By: _____ Tobi Jackson Board President Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY By:  Alexandra Adams Staff Attorney
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CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____

Clinton Wyatt
District Superintendent
Park & Recreation Department

EXHIBIT A
Trinity Park



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

**TOPIC: APPROVE LETTER OF AGREEMENT WITH CHALLENGE OF
TARRANT COUNTY TO PROVIDE PARENT UNIVERSITY STIPENDS**

BACKGROUND:

The COVID-19 pandemic continues to disrupt the lives of students and their families, and the Parent Partnerships Department works to connect families with much-needed resources so that their circumstances do not impact the academic achievement of their children. Local nonprofit Challenge of Tarrant County has agreed to provide funding for stipends for existing Parent Partnerships staff to create and provide social-emotional themed classes for parents to mitigate the effects of the pandemic, outside of staff contract hours. At least six classes will be presented per region during the spring 2022 semester, and the stipends will be paid at the end of the spring semester.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Letter of Agreement with Challenge of Tarrant County to Provide Parent University Stipends
2. Decline to Approve Letter of Agreement with Challenge of Tarrant County to Provide Parent University Stipends
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Challenge of Tarrant County

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Parent Partnerships, District-Wide

RATIONALE:

Classes are needed to mitigate the effects of the ongoing COVID-19 pandemic and will be provided to parents by existing staff at no cost to the District. Funds for stipends will be provided by Challenge of Tarrant County.

INFORMATION SOURCE:

Cherie Washington



LETTER OF AGREEMENT

Between

**Challenge of Tarrant County and the
Fort Worth Independent School District**

This Letter of Agreement (hereinafter referred to as "Agreement") is made and entered into by and among Challenge of Tarrant County, (herein after referred to as the "Lead Agency" involved in the Health and Human Services Commission - Community Coalition Partnership COVID Relief Funding Project) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "Partner Agency" or "District"). Lead Agency and Partner Agency may be collectively referred to as the "Parties" or individually as a "Party".

I. Purpose.

The Lead Agency and the Partner Agency agree to cooperatively implement the Texas Health and Human Services ("HHSC") Community Coalition Partnership (CCP) Covid Relief Funding Project. The primary emphasis for the project is the reduction of stress and remediation of trauma among youth and adults due to the pandemic.

Activities of this project will focus on the creation and implementation of Parent University classes for parents and caregivers of students enrolled in Partner Agency schools across the District who are struggling since the pandemic. These classes will be taught by existing District staff and will cover a variety of topics to assist in reducing parent stress levels by empowering them with knowledge regarding much-needed school and community resources, identifying career and vocational options available within the District to help at-risk and truant students reengage in attending the District, and assisting parents in addressing social and emotional learning needs of their students. Additionally, Family Engagement/Parent University courses will be implemented at the elementary school pyramids for parents with younger students with a greater focus on Social Emotional Learning ("SEL") so parents feel better equipped to meet their child's mental health needs.

II. The Lead Agency agrees to provide the Partner Agency with the following:

- A. Fiscal oversight and compliance with contract reporting as required by HHSC
- B. Funding in the amount of \$25,000 for the period of 12/15/2021 through 08/31/2022 for use in securing staff to teach the Parent University/Family Engagement sessions to an estimated 200 adults.
- C. Technical Assistance in the development of any marketing material or implementation of sessions.

III. The Partner Agency agrees to provide the Lead Agency with the following:

- A. Performance Measures: Partner Agency will provide the Lead Agency with the HHSC required

contractual reporting information by the 10th of each month. This reporting information includes:

- How many sessions were held each month;
- How many parents or caregivers were in attendance at each session;
- The topic of each session;
- Relevant demographics of those attending each session; (see attachment A)
- Post Session evaluation from participants

IV. Term & Termination.

This Agreement shall begin when it is fully executed by both Parties and shall continue until August 31, 2022. This Agreement may be terminated immediately, at any time and for any reason, by either Party with written notice to the other Party

V. Governing Law and Venue.

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this Agreement or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

VI. Modification.

Any modification or amendment of this Agreement must be in writing, approved, and signed by all Parties.

VII. Miscellaneous Provisions.

- A. Parties to this Agreement will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.
- C. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- D. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied,

other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. No student, parent, or other person or entity who is not a party to this Agreement shall be regarded for any purpose as a third-party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.

- E. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- F. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- G. Notice: 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:

To Lead Agency:

Challenge of Tarrant County
Jennifer Gilley, Executive Director
226 Bailey Ave, Suite 105
Fort Worth, TX 76107

To Partner Agency:

Fort Worth Independent School District
Mirgitt Crespo, Senior Officer
Grants and Development
100 N. University Dr.
Fort Worth, TX 76107

- J. It is understood and agreed that by execution of this Agreement, the District does not waive or surrender any of its governmental powers or immunity.

[Signature Page Follows]

VIII. SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of Lead Agency and Partner Agency acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last Party has signed and dated this Agreement.

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


Mirgitt Crespo

Senior Officer- Grants and Development
Fort Worth Independent School District

 1/28/2022


Jennifer Gilley

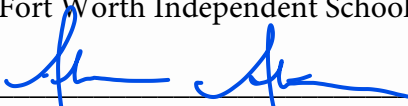
Executive Director,
Challenge of Tarrant County

12-20-2021

Tobi Jackson
School Board President
Fort Worth Independent School District

Kent P. Scribner
Superintendent
Fort Worth Independent School District

Cherie Washington
Chief of Student Support Services
Fort Worth Independent School District


Legal Approval
Fort Worth Independent School District

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

**TOPIC: **APPROVE RESOLUTION AND ORDER ADOPTING POLLING
LOCATIONS AND REVISED ORDER OF ELECTION FOR THE MAY 7,
2022 SPECIAL ELECTION****

BACKGROUND:

On January 18, 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 Four. However, at the time the Order was adopted, polling locations for Early Voting and Election Day were unavailable. 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 and Revised Order of Election for the May 7, 2022 Special Election
2. Decline to Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for the May 7, 2022 Special Election
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for the May 7, 2022 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 as well as any revisions to the original Order of Election.

INFORMATION SOURCE:

Karen Molinar

**BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION AND ORDER
ADOPTING POLLING LOCATIONS AND REVISED ORDER OF ELECTION FOR THE
MAY 7, 2022 SPECIAL ELECTION**

WHEREAS, on January 18, 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 Four or until a successor has been duly elected and qualified;

AND WHEREAS, said Order of January 18, 2022, called for the election of a board member but did not designate polling locations for Early Voting and Election Day locations since they were unavailable at the time the Order was adopted, these locations have now been provided by the Tarrant County Elections Administrator.

**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 Attachment A of the Revised Order of Election and does hereby adopt the polling locations for Election Day as listed on Attachment B of the Revised Order of Election, as the polling locations for Single Member Trustee District Four. 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 Attachment B of this Order 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.

BE IT FURTHER RESOLVED AND ORDERED, that the attached REVISED ORDER OF ELECTION is hereby adopted by this Board.

The Resolution and Order being read, **MOTION** was made by _____, seconded by _____ that the Resolution and Order Adopting Polling Locations and the attached Revised Order of Election be passed, approved and adopted.

FOR: _____

AGAINST: _____

The above Order and Resolution Adopting Polling Locations and the attached Revised Order of Election was approved and adopted at a regular meeting that the Board of Education held on the 22nd day of February, 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

REVISED ORDER OF 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 Four; to serve the remainder of the term ending in May 2025 which was previously held by Daphne Brookins, or until a successor has been duly elected and qualified; and

BE IT FURTHER ORDERED that the member to be elected from Single Member District Four; shall be elected by the qualified voters of his or her respective Single Member District;

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 7, 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 Election Officer, or designee, no later than 5:00 p.m. on the 7th day of March, 2022; and

BE IT FURTHER ORDERED that on the first Saturday in May 2022, being the 7th 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 on the 18th day of June, 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 and

posting the Revised Order of Election 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, adopts those locations identified and listed in Attachment A and Attachment B, which is made a part of this Revised Order of Election, as the Early Voting Polling Locations and Election Day polling locations for this election. 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.

If the Tarrant County Elections Administrator revises any of the listed polling locations shown on Attachment B of this Order after the Board approves the locations included in the Order Adopting Polling Locations, 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.

Approved and adopted at a regular Board of Education meeting on the 22nd of February 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

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED AS OF OCTOBER 26, 2021**

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: Board approves all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three (3) years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three (3) years in a supervisory role directly related to the appraised area.
3. Minimum of one-year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified as of October 26, 2021
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified as of October 26, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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:

See attached list of elementary and secondary administrators with current T-TESS certification
Student and School Support
Division of Innovation

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

Raúl Peña

T-TESS Appraisers 2021-2022

Loc # - Campus	Position	First Name	Last Name
003 South Hills HS	Assistant Principal	Leticia	Esparza
008 Northside HS	Assistant Principal	Michelle	Guerra
221 Western Hills Primary	Assistant Principal	Shannon	Elliott
551 Teacher Pipelines	Director	Emily	Camarena

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
JANUARY 31, 2022**

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June, 22, 2021, and last amended through the period ended December 31,2021. During the month of January 31, 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 reports are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted in the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended January 31,2022
2. Decline to Approve Budget Amendment for the Period Ended January 31,2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended January 31,2022

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education’s Financial Accounting and Reporting Resources Guide require amendment, if needed the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

**General Fund
Budget Amendment
2021-2022**

	Consolidated General Fund 2021-2022 Amended Budget 12/31/2021	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 1/31/2022
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$ 459,971,554	\$0	\$459,971,554
5800 State Revenue	330,087,019	0	330,087,019
5900 Federal Revenue	14,931,000	0	14,931,000
7900 Other Sources	9,500,000	0	9,500,000
Total Revenue & Other Sources	\$814,489,573	\$0	\$814,489,573
<u>EXPENDITURES</u>			
11 Instruction	\$488,092,947	(\$639,160)	\$487,453,787
12 Instruction Resources and Media Services	\$12,626,907	(\$9,614)	\$12,617,293
13 Curriculum and Instructional Staff Development	\$13,322,546	\$99,451	\$13,421,997
21 Instructional Administration	\$16,328,549	(\$4,834)	\$16,323,715
23 School Administration	\$51,392,927	\$29,713	\$51,422,640
31 Guidance and Counseling Services	\$49,023,698	\$89,609	\$49,113,307
32 Social Work Services	\$5,408,605	\$1,475	\$5,410,080
33 Health Services	\$11,586,898	\$133	\$11,587,031
34 Student Transportation	\$23,428,181	\$55,000	\$23,483,181
35 Food Services	\$725,605	\$1,317	\$726,922
36 Cocurricular/Extracurricular Activities	\$17,138,683	\$35,359	\$17,174,042
41 General Administration	\$25,052,552	\$372,735	\$25,425,287
51 Plant Maintenance and Operations	\$103,129,950	(\$56,709)	\$103,073,241
52 Security and Monitoring Services	\$20,902,095	\$7,087	\$20,909,182
53 Data Processing Services	\$17,671,486	\$23,513	\$17,694,999
61 Community Services	\$5,801,109	(\$1,525)	\$5,799,584
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$658,438	(\$3,550)	\$654,888
95 Payments to Juvenile Justice Alt Ed Program	\$285,000	\$0	\$285,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,901,500	\$0	\$2,901,500
Total Budgeted Expenditures	\$865,477,676	\$0	\$865,477,676
Total Deficit	(\$50,988,103)	\$0	(\$50,988,103)
Beginning Fund Balance (Audited)	281,399,838		281,399,838
Fund Balance-Ending (Unaudited)	\$230,411,735		\$230,411,735

		January 31, 2022 Budget Amendment				
			Increase	Decrease	Net Effect	
Object	Revenue					
	5700					
	5800					
	5900					
Total			0	0	0	
Function Expenses						
11	Fund 199-transfer to function 31 to purchase contracted service for high schools			49,500		
	Fund 199-transfer to function 41 to provide budget for additional Legal needs			187,558		
	Fund 199-transfer to Fund 196 TIA to fund evaluation system			302,999		
	Fund 199-transfer to function 36 for provide more budget for UIL activities and stipends			58,472		
	Campus/Dept. normal course of District operations			40,631		
	Overall effect on Function 11		0	639,160	(639,160)	
12	Campus/Dept. normal course of District operations			9,614		
	Overall effect on Function 12		0	9,614	(9,614)	
13	Fund 196 TIA - create budget to purchase evaluation system	302,999				
	Fund 199-transfer to function 41 to create budget for additional department for Talent Management			166,114		
	Fund 199-transfer to provide budget to purchase student assessment materials for special programs			34,000		
	Campus/Dept. normal course of District operations			3,434		
		302,999		203,548	99,451	
21	Campus/Dept. normal course of District operations			4,834		
	Overall effect on Function 21		0	4,834	(4,834)	
23	Campus/Dept. normal course of District operations	29,713				
	Overall effect on Function 23	29,713		0	29,713	
31	Fund 199-transfer to provide budget to purchase student assessment materials for special programs	37,375				
	Fund 199-transfer from function 11 to purchase contracted service for high schools	49,500				
	Campus/Dept. normal course of District operations	2,734				
	Overall effect on Function 31	89,609		0	89,609	
32	Campus/Dept. normal course of District operations	1,475				
	Overall effect on Function 32	1,475		0	1,475	
33	Campus/Dept. normal course of District operations	133				
	Overall effect on Function 33	133		0	133	
34	Fund 199-transfer from function 51 for more custodial supplies	55,000				
	Campus/Dept. normal course of District operations					
	Overall effect on Function 34	55,000		0	55,000	
35	Campus/Dept. normal course of District operations	1,317				
	Overall effect on Function 35	1,317		0	1,317	
36	Fund 199-transfer from function 11 for provide more budget for UIL activities and stipends	58,472				
	Campus/Dept. normal course of District operations			23,113		
	Overall effect on Function 36	58,472		23,113	35,359	
41	Fund 199-transfer from function 13 to create budget the additional department for Talent Management	168,857				
	Fund 199-transfer from function 11 to provide budget for additional Legal needs	187,558				
	Campus/Dept. normal course of District operations	16,320				
	Overall effect on Function 41	372,735		0	372,735	
51	Fund 199-transfer to 34 for more custodial supplies			51,450		
	Campus/Dept. normal course of District operations			5,259		
	Overall effect on Function 51	186	0	56,709	(56,709)	
52	Campus/Dept. normal course of District operations		7,087			

	January 31, 2022 Budget Amendment	Increase	Decrease	Net Effect
	Overall effect on Function 52	7,087	0	7,087
53	Campus/Dept. normal course of District operations	23,513		
	Overall effect on Function 53	23,513	0	23,513
61	Campus/Dept. normal course of District operations		1,525	
	Overall effect on Function 61	0	1,525	(1,525)
81	Campus/Dept. normal course of District operations		3,550	
	Overall effect on Function 81	0	3,550	(3,550)
	Total	942,053	942,053	0

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2021**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period October 1, 2021 – December 31, 2021, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period October 1, 2021 – December 31, 2021, totaled \$79,860. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for The Period: October 1, 2021 – December 31, 2021
2. Decline to Approve Quarterly Investment Report for The Period: October 1, 2021 – December 31, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report for The Period: October 1, 2021 – December 31, 2021

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

None

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District

Quarterly Investment Report October 1, 2021 – December 31, 2021



Published: February 22, 2022

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

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

Ms. Tonya D. Wright
Treasurer



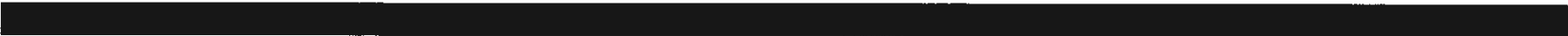
FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
10/01/2021 - 12/31/2021

Investment Officer's Certification

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

Total Rate of Return: 0.05%
 Interest Earned During the Period: \$ 79,860
 Interest Earned Fiscal Year to Date: \$146,748

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	170,138.19	170,138.19	170,138.19	0.02	0.07	1
Campus Activity Fund	3,788,484.66	3,788,484.66	3,788,484.66	0.55	0.07	1
CIP-2013 BOND	1,334,964.09	1,334,964.09	1,334,964.09	0.19	0.07	1
CIP-2017 BOND FUND	228,515,163.41	228,515,163.41	228,515,163.41	33.19	0.07	1
Food Service Fund	8,296,405.39	8,296,405.39	8,296,405.39	1.21	0.07	1
General Operating Fund	302,093,272.06	302,121,160.06	302,123,635.87	43.89	0.06	3
Interest & Sinking Debt Service Fund	60,817,575.28	60,838,491.28	60,840,348.13	8.84	0.04	8
Real Estate Proceeds	43,069,394.85	43,069,394.85	43,069,394.85	6.26	0.07	1
Scholarships	560,337.05	582,478.04	581,571.16	0.08	0.07	1
Student Activity Funds	800,403.09	800,403.09	800,403.09	0.12	0.07	1
TRE FUND	38,897,294.66	38,897,294.66	38,897,294.66	5.65	0.07	1
Total / Average	688,343,432.73	688,414,377.72	688,417,803.50	100.00	0.07	3



Carmen Arrieta-Candelaria 2/9/22
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer Date

Mr. David Johnson 2/9/2022
 Mr. David Johnson, Senior Officer, Budget & Finance Date

Tonya D. Wright 2/9/2022
 Ms. Tonya D. Wright, Treasurer Date

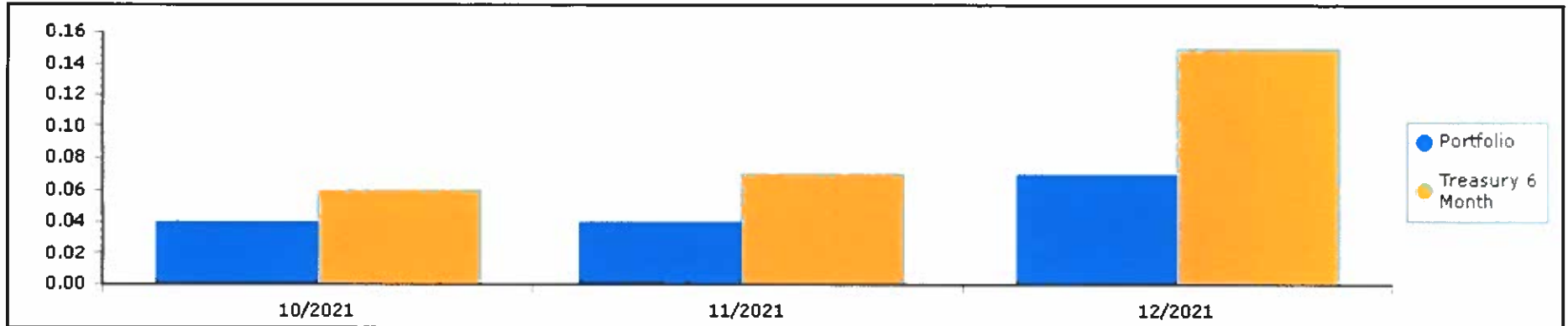


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 10/31/2021, End Date: 12/31/2021

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
10/31/2021	643,743,692.83	20,200.72	0.00	20,200.72	618,978,415.27	0.00	0.04	0.06
11/30/2021	608,709,401.39	21,784.79	0.00	21,784.79	624,010,023.56	0.00	0.04	0.07
12/31/2021	645,521,388.93	37,874.21	0.00	37,874.21	662,939,882.77	0.01	0.07	0.15
Total/Average	643,743,692.83	79,859.72	0.00	79,859.72	635,466,228.91	0.01	0.05	0.09

Annualized TRR-BV



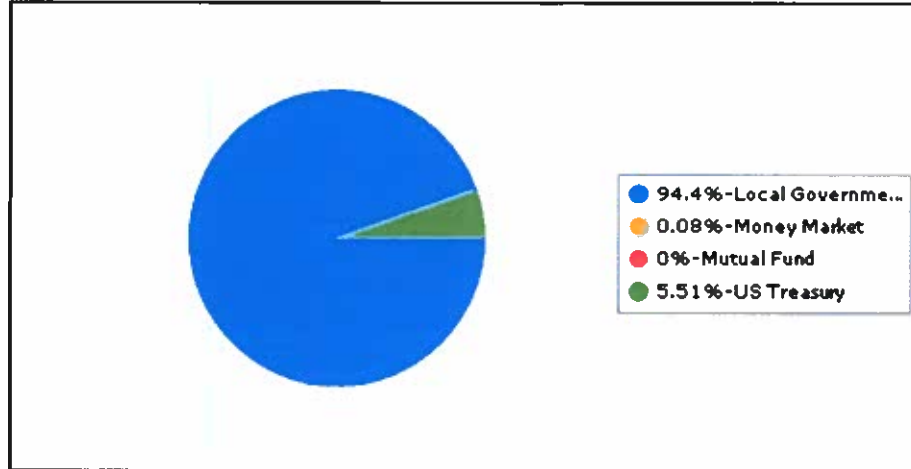


Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

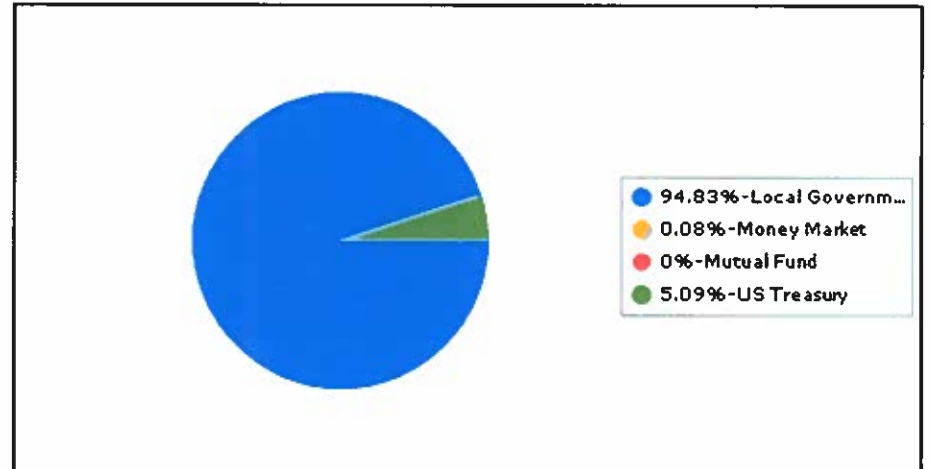
Begin Date: 9/30/2021, End Date: 12/31/2021

Security Sector Allocation				
Security Sector	Book Value 9/30/2021	% of Portfolio 9/30/2021	Book Value 12/31/2021	% of Portfolio 12/31/2021
Local Government Investment Pool	603,213,039.38	94.40	652,811,664.60	94.83
Money Market	529,489.49	0.08	529,556.24	0.08
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Treasury	35,210,832.56	5.51	35,053,136.66	5.09
Total / Average	638,976,807.43	100.00	688,417,803.50	100.00

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021



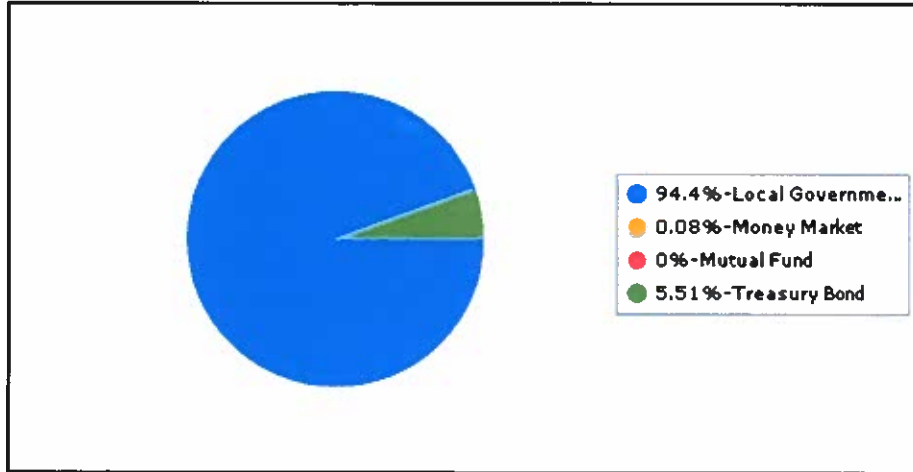


Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

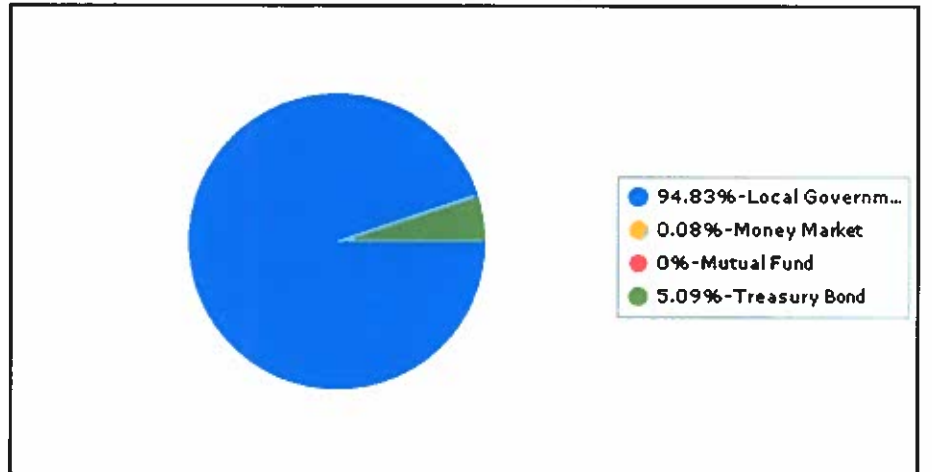
Begin Date: 9/30/2021, End Date: 12/31/2021

Security Type Allocation				
Security Type	Book Value 9/30/2021	% of Portfolio 9/30/2021	Book Value 12/31/2021	% of Portfolio 12/31/2021
Local Government Investment Pool	603,213,039.38	94.40	652,811,664.60	94.83
Money Market	529,489.49	0.08	529,556.24	0.08
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Treasury Bond	35,210,832.56	5.51	35,053,136.66	5.09
Total / Average	638,976,807.43	100.00	688,417,803.50	100.00

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021

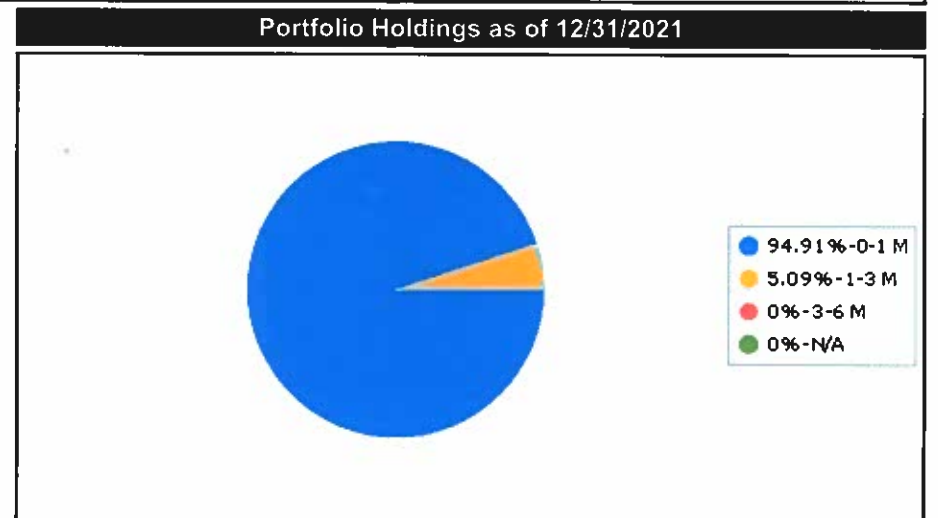
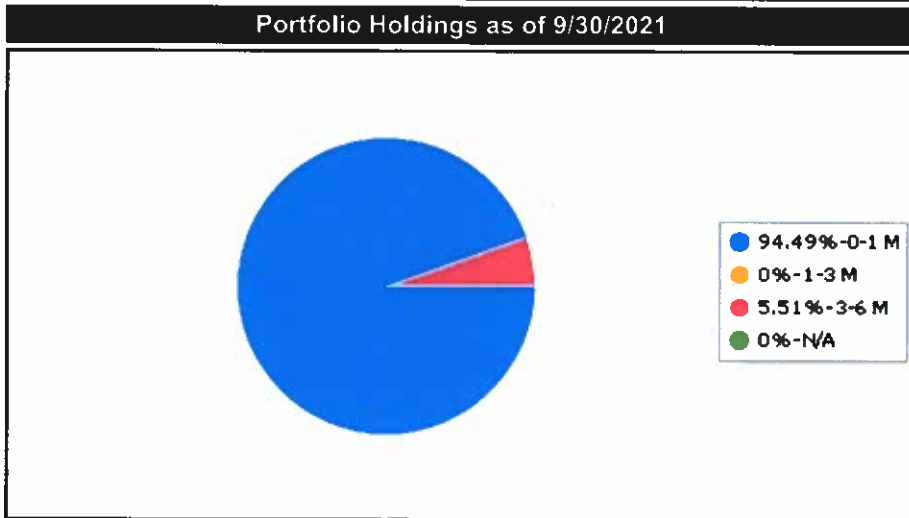




Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 9/30/2021, End Date: 12/31/2021

Maturity Range Allocation				
Maturity Range	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
0-1 Month	603,742,528.87	94.49	653,341,220.84	94.91
1-3 Months	0.00	0.00	35,048,804.00	5.09
3-6 Months	35,210,185.50	5.51	0.00	0.00
N/A	24,330.76	0.00	24,352.88	0.00
Total / Average	638,977,045.13	100.00	688,414,377.72	100.00



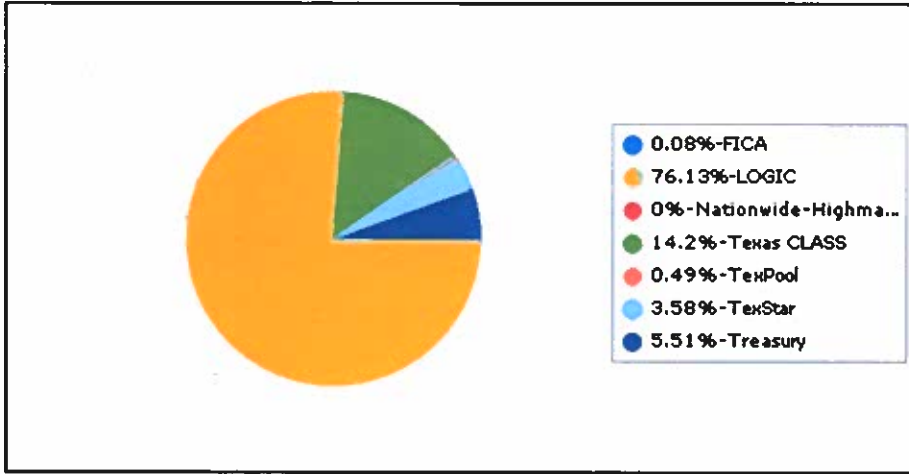


Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

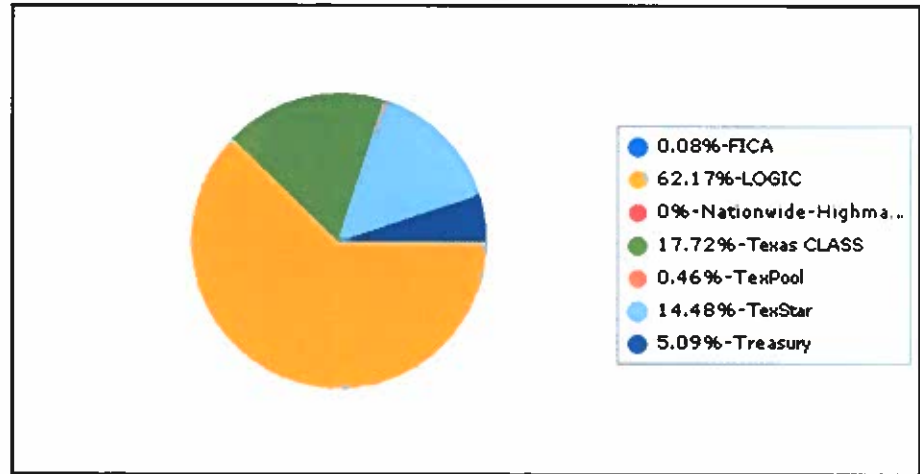
Begin Date: 9/30/2021, End Date: 12/31/2021

Issuer Allocation				
Issuer	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
FICA	529,489.49	0.08	529,556.24	0.08
LOGIC	486,437,671.08	76.13	427,993,347.92	62.17
Nationwide-Highmark Bond	24,330.76	0.00	24,352.88	0.00
Texas CLASS	90,748,255.17	14.20	121,993,917.12	17.72
TexPool	3,140,626.26	0.49	3,140,918.98	0.46
TexStar	22,886,486.87	3.58	99,683,480.58	14.48
Treasury	35,210,185.50	5.51	35,048,804.00	5.09
Total / Average	638,977,045.13	100.00	688,414,377.72	100.00

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021

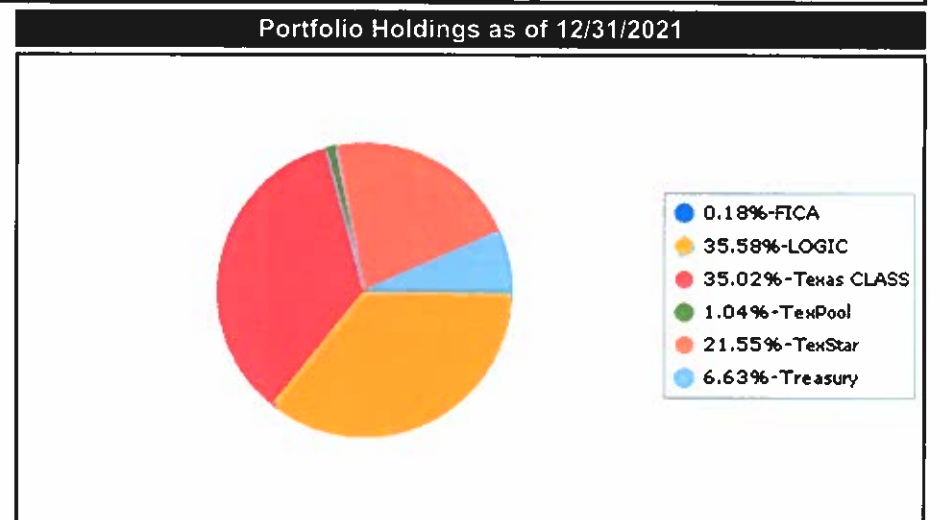
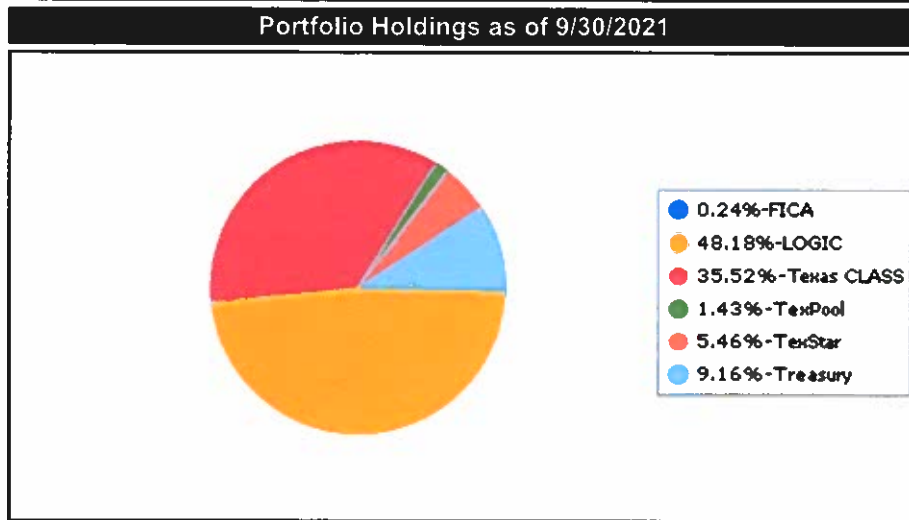




Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 9/30/2021, End Date: 12/31/2021

Issuer Allocation				
Issuer	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
FICA	529,489.49	0.24	529,556.24	0.18
LOGIC	105,796,830.01	48.18	107,503,879.58	35.58
Texas CLASS	78,010,341.09	35.52	105,803,581.63	35.02
TexPool	3,140,626.26	1.43	3,140,918.98	1.04
TexStar	11,996,084.90	5.46	65,115,335.63	21.55
Treasury	20,120,106.00	9.16	20,027,888.00	6.63
Total / Average	219,593,477.75	100.00	302,121,160.06	100.00



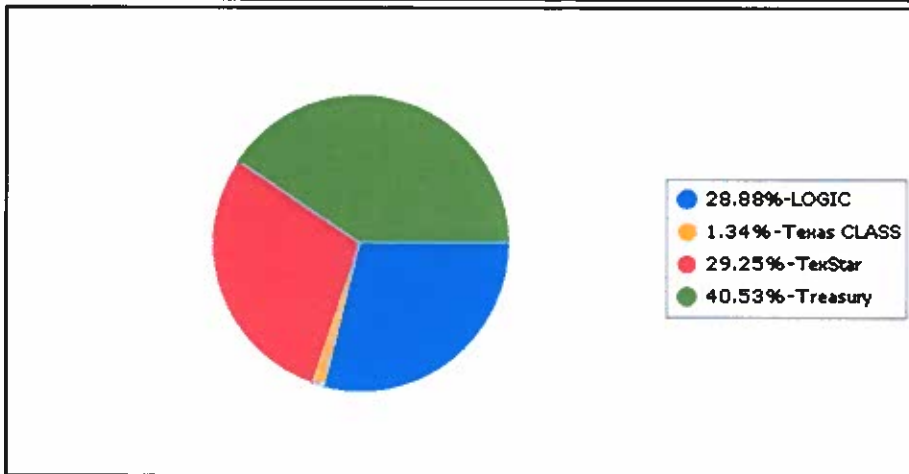


Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

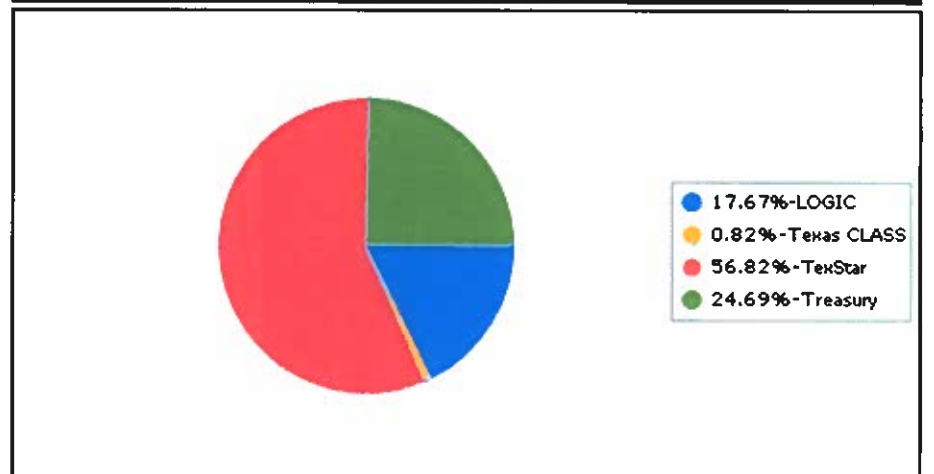
Begin Date: 9/30/2021, End Date: 12/31/2021

Issuer Allocation				
Issuer	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
LOGIC	10,749,965.12	28.88	10,751,311.13	17.67
Texas CLASS	498,049.46	1.34	498,119.20	0.82
TexStar	10,890,401.97	29.25	34,568,144.95	56.82
Treasury	15,090,079.50	40.53	15,020,916.00	24.69
Total / Average	37,228,496.05	100.00	60,838,491.28	100.00

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021



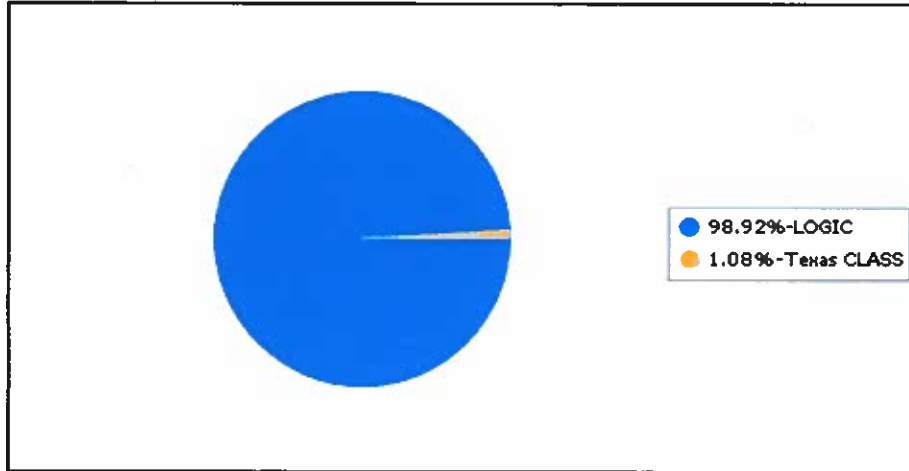


Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

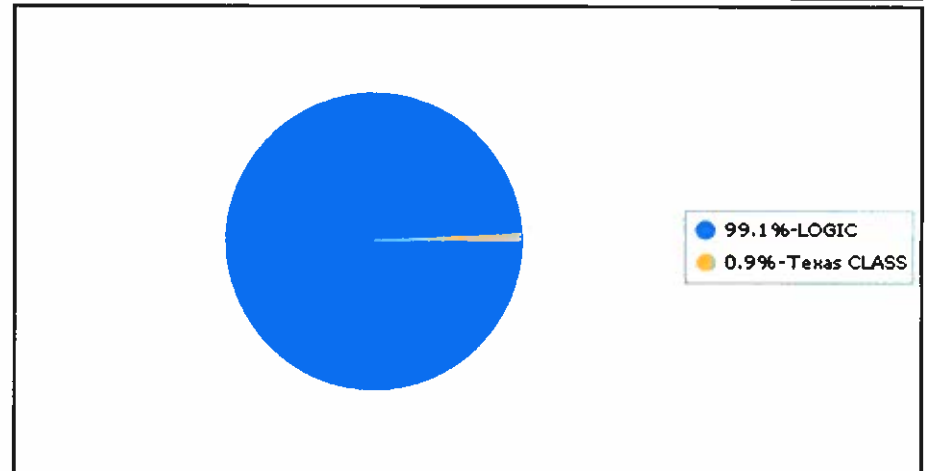
Begin Date: 9/30/2021, End Date: 12/31/2021

Issuer Allocation				
Issuer	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
LOGIC	310,974,573.80	98.92	227,771,467.70	99.10
Texas CLASS	3,386,574.37	1.08	2,078,659.80	0.90
Total / Average	314,361,148.17	100.00	229,850,127.50	100.00

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021





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

Date: 12/31/2021

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP TXCLASS0011	170,138.19	11/5/2021 0.07	170,138.19 170,138.19	100.00 0.07	170,138.19	0.02% 0.00	NR NR	1 0
Sub Total Agency Campus Funds	170,138.19	0.07	170,138.19	0.07	170,138.19	0.02% 0.00		1 0
Campus Activity Fund								
Texas CLASS LGIP TXCLASS0005	3,788,484.66	5/31/2010 0.07	3,788,484.66 3,788,484.66	100.00 0.07	3,788,484.66	0.55% 0.00	S&P-AA+ NR	1 0
Sub Total Campus Activity Fund	3,788,484.66	0.07	3,788,484.66	0.07	3,788,484.66	0.55% 0.00		1 0
CIP-2013 BOND								
Texas CLASS LGIP TXCLASS0007	1,334,964.09	4/14/2014 0.07	1,334,964.09 1,334,964.09	100.00 0.07	1,334,964.09	0.19% 0.00	S&P-AA+ NR	1 0
Sub Total CIP-2013 BOND	1,334,964.09	0.07	1,334,964.09	0.07	1,334,964.09	0.19% 0.00		1 0
CIP-2017 BOND FUND								
LOGIC LGIP LOGIC13006	227,771,467.70	5/2/2018 0.07	227,771,467.70 227,771,467.70	100.00 0.07	227,771,467.70	33.09% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0009	743,695.71	5/4/2018 0.07	743,695.71 743,695.71	100.00 0.07	743,695.71	0.11% 0.00	NR NR	1 0
Sub Total CIP-2017 BOND FUND	228,515,163.41	0.07	228,515,163.41	0.07	228,515,163.41	33.2% 0.00		1 0
Food Service Fund								
Texas CLASS LGIP TXCLASS0002	8,296,405.39	2/14/2012 0.07	8,296,405.39 8,296,405.39	100.00 0.07	8,296,405.39	1.21% 0.00	S&P-AA+ NR	1 0
Sub Total Food Service Fund	8,296,405.39	0.07	8,296,405.39	0.07	8,296,405.39	1.21% 0.00		1 0
General Operating Fund								



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

Date: 12/31/2021

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FICA MM		2/8/2016	529,556.24	100.00	529,556.24	0.08%	NR	1
FICA9057-GO	529,556.24	0.05	529,556.24	0.05		0.00	NR	0
LOGIC LGIP		9/25/2014	107,503,879.58	100.00	107,503,879.58	15.62%	NR	1
LOGIC13001	107,503,879.58	0.07	107,503,879.58	0.07		0.00	NR	0
T-Bond 1.875 1/31/2022		3/2/2021	20,328,125.00	100.14	20,027,888.00	2.91%	NR	31
912828V72	20,000,000.00	0.09	20,030,363.81	0.22	155,910.33	-2,475.81	Moody's-Aa3	0.08
Texas CLASS LGIP		5/31/2010	105,803,581.63	100.00	105,803,581.63	15.37%	S&P-AA+	1
TXCLASS0001	105,803,581.63	0.07	105,803,581.63	0.07		0.00	NR	0
TexPool LGIP		6/30/2010	3,140,918.98	100.00	3,140,918.98	0.46%	S&P-AA+	1
TEXPOOL00001	3,140,918.98	0.04	3,140,918.98	0.04		0.00	NR	0
TexStar LGIP		5/31/2010	65,115,335.63	100.00	65,115,335.63	9.46%	S&P-AA+	1
TEXSTAR11110	65,115,335.63	0.01	65,115,335.63	0.01		0.00	NR	0
Sub Total General Operating Fund	302,093,272.06	0.06	302,123,635.87	0.07	155,910.33	-2,475.81		0.01
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,751,311.13	100.00	10,751,311.13	1.56%	NR	1
LOGIC13003	10,751,311.13	0.07	10,751,311.13	0.07		0.00	NR	0
T-Bond 1.875 1/31/2022		3/2/2021	15,246,093.75	100.14	15,020,916.00	2.18%	NR	31
912828V72	15,000,000.00	0.09	15,022,772.85	0.22	116,932.74	-1,856.85	Moody's-Aa3	0.08
Texas CLASS LGIP		5/31/2010	498,119.20	100.00	498,119.20	0.07%	S&P-AA+	1
TXCLASS0003	498,119.20	0.07	498,119.20	0.07		0.00	NR	0
TexStar LGIP		5/31/2010	34,568,144.95	100.00	34,568,144.95	5.02%	S&P-AA+	1
TEXSTAR33330	34,568,144.95	0.01	34,568,144.95	0.01		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	60,817,575.28	0.04	60,840,348.13	0.08	116,932.74	-1,856.85		0.02
Real Estate Proceeds								



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

Date: 12/31/2021

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
LOGIC LGIP		11/4/2020	43,069,394.85	100.00	43,069,394.85	6.26%	NR	1
LOGIC13007	43,069,394.85	0.07	43,069,394.85	0.07		0.00	NR	0
			43,069,394.85		43,069,394.85	6.26%		1
Sub Total Real Estate Proceeds	43,069,394.85	0.07	43,069,394.85	0.07		0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	11.01	24,352.88	0%	NR	
HIGHMARK857	2,211.89		23,446.00			906.88	NR	
Texas CLASS LGIP		4/24/2014	558,125.16	100.00	558,125.16	0.08%	S&P-AA+	1
TXCLASS0008	558,125.16	0.07	558,125.16	0.07		0.00	NR	0
			581,571.16		582,478.04	0.08%		1
Sub Total Scholarships	560,337.05	0.07	581,571.16	0.07		906.88		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	800,403.09	100.00	800,403.09	0.12%	NR	1
TXCLASS0010	800,403.09	0.07	800,403.09	0.07		0.00	NR	0
			800,403.09		800,403.09	0.12%		1
Sub Total Student Activity Funds	800,403.09	0.07	800,403.09	0.07		0.00		0
TRE FUND								
LOGIC LGIP		3/8/2018	38,897,294.66	100.00	38,897,294.66	5.65%	NR	1
LOGIC13005	38,897,294.66	0.07	38,897,294.66	0.07		0.00	NR	0
			38,897,294.66		38,897,294.66	5.65%		1
Sub Total TRE FUND	38,897,294.66	0.07	38,897,294.66	0.07		0.00		0
			688,938,885.59		688,414,377.72	100.00%		3
TOTAL PORTFOLIO	688,343,432.73	0.06	688,417,803.50	0.07	272,843.07	-3,425.78		0

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

TOPIC: **APPROVE FEBRUARY 8, 2022 LONE STAR GOVERNANCE BOARD SELF-CONSTRAINTS AND FEBRUARY 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 Board continued developing Board Self-Constraints during the February 8, 2022 Special Meeting and requires Board approval. The Administration updated the Board on the following Lone Star Governance Progress Monitoring Reports during the February 22, 2022 Board Meeting: *Goal Progress Measure Updates – Goal 1 and Goal 2* and *Talent Management: Intentionality in Action*. 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 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports
2. Decline to Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 22, 2022 Goal Progress Measures Reports
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve February 8, 2022 Lone Star Governance Board Self-Constraints and February 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

**BOARD
CONSTRAINT 1**

The Board, either collectively or through the actions of individual Board members, shall not: Spend less than 50% on student outcomes during board meetings;

**BOARD
CONSTRAINT 2**

The Board, either collectively or through the actions of individual Board members, shall not: Give or appear to give operational advice or instructions to district staff;

**BOARD
CONSTRAINT 3**

The Board, either collectively or through the actions of individual Board members, shall not: Behave in a manner that erodes trust and respect among the team of 10.

CONSENT AGENDA ITEM
BOARD MEETING
February 22, 2022

**TOPIC: **APPROVE FIRST 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 First Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies DP(LOCAL) and GKA(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First 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
FEBRUARY 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, ~~at~~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

February 22, 2022

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
EHAA(LOCAL) AND FFAC(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:

- EHAA(LOCAL): Recommendation by TASB to adopt this new policy to address the requirements in law about adopting curriculum materials for human sexuality instruction
- FFAC(LOCAL): Recommended revisions reflect current guidance from the Texas Department of State Health Services (DSHS) and common district practices and removes extensive administrative details not required to be in board policy

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies EHAA(LOCAL) and FFAC(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 February 22, 2022 BOARD MEETING

- EHAA(LOCAL): Recommendation by TASB to adopt this new policy to address the requirements in law about adopting curriculum materials for human sexuality instruction
- FFAC(LOCAL): Recommended revisions reflect current guidance from the Texas Department of State Health Services (DSHS) and common district practices and removes extensive administrative details not required to be in board policy

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Student Illness Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.

Accidents Involving Students Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.

Emergency Treatment Forms Each year, students and parents shall complete and sign a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.

Purchasing Medication The District shall not purchase nonprescription medication to administer to a student.

Administering Medication No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy provided below.

Medication Provided by Parent The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations: .

~~Employees authorized by the Superintendent or designee may administer to students:~~

- ~~1. Prescription medication in accordance with legal requirements. [See FFAC(LEGAL)] A written request by a physician or other health care professional with authority to write prescriptions shall be required.~~
- ~~2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container. A written request by a physician or other health care professional with authority to write prescriptions shall be required.~~
- ~~3. Herbal substances or dietary supplements found in the Physicians' Desk Reference, with a written request from a physician and the parent, that are provided by the parent and only if required by the individualized education program or Section 504 plan for of a student with disabilities.~~

No Medication Provided by District The District shall not purchase medication to administer to a student.

Psychotropics Except as permitted by law ~~Education Code 38.016~~, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

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

TOPIC: APPROVE MINUTES FROM THE JANUARY 20, 2022 BOARD POLICY COMMITTEE MEETING

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes from the January 20, 2022 Board Policy Committee Meeting
2. Decline to Approve Minutes from the January 20, 2022 Board Policy Committee Meeting
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes from the January 20, 2022 Board Policy Committee 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:

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



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

Fort Worth ISD Board Policy Committee

Meeting Minutes

January 20, 2022, at 5:00 p.m.

Zoom video

Board Committee Members and Staff Present:

Chair: Jacinto Ramos Jr. via Zoom

Board Members: Carin "CJ" Evans Quinton "Q" Phillips Michael Ryan

Staff: Amanda Coleman

Board Attorney: Ben Castillo via Zoom

Call to order at 5:00 p.m. by Jacinto Ramos Jr.

A. Board Operating Procedures

- Finalized Board Operating Procedural Manual
- Plan to adopt at the February 22, 2022 Board Meeting
- Distribute to Board Members January 26, 2022

B. B Policies Diet

- Finalized BDAA(LOCAL)
- Add to January 25, 2022 Board Meeting for adoption

Meeting adjourned at 5:29 p.m.

Signed: _____

Jacinto Ramos, Jr., Chair

Date: _____

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES PURSUANT TO BOARD POLICY DEA (LOCAL)**

WHEREAS, the Board is authorized by Texas Education Code section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work;

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all eligible District employees designated nonexempt full-time employees in the District Municipal Uniform Information System (“MUNIS”), who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen;

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided in this resolution, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff; and

WHEREAS, the Board acknowledges that the Superintendent of Schools can define and declare emergency closings related, but not limited to, disaster, flood, extreme weather conditions, fuel curtailments or other calamities and that the Superintendent has in fact declared such for February 3, 2022 and February 4, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes continued wage payments to eligible District employees designated nonexempt full-time employees in the District Municipal Uniform Information System (“MUNIS”) for February 3, 2022 and February 4, 2022.

BE IT FURTHER RESOLVED that nonexempt employees who are required to work during an emergency closing shall be paid at the premium rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

The authority granted by this resolution to continue wage payments to idled employees is effective for any emergency closure declared by the Superintendent of Schools within the next 60 days unless the Board takes action to extend authorization and payment beyond the 60- day time period.

Adopted this 22nd day of February, 2022 by the Board of Trustees.

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES PURSUANT TO BOARD POLICY DEA (LOCAL)**

Tobi Jackson
School Board President
Fort Worth Independent School District

Carin "CJ" Evans
School Board Secretary
Fort Worth Independent School District

Statutory Requirements

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

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

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

“This notice is posted and filed in compliance with the Open Meetings Law on February 18, 2022, at 2:30 p.m.. ”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**