

*Board of Education
Regular Meeting
December 14, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, December 14, 2021, 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 Professional Development Center, 3150 McCart Avenue, Fort Worth, Texas. Face masks are optional but recommended when attending this meeting. Members of the public may access the live broadcast for this meeting from Spectrum (Charter) Channel 192 and the Fort Worth ISD Live channel on YouTube. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

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, December 13, 2021.

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. Texas Art Education Association (TAEA) Districts of Distinction
4. PUBLIC COMMENT (*S and T*)
5. REPORTS/PRESENTATIONS (*OTHER*)
 - A. Owner's Representative Selection Process

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

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

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

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

9. EXECUTIVE SESSION (S and T)

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

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

1. Board Operating Procedures

2. B Policies

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. Chief Financial Officer

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

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

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

12. ACTION ITEMS (*S and P*)

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Chief Financial Officer

13. 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

B. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic 227

C. Approve Authorization for Superintendent, or Designee, to Enter into a Contract with a Selected Owner's Representative for Program Management Services for the 2021 Capital Improvement Program (RFQ 22-040) 232

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

15. ADJOURN (*OTHER*)

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

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on November 9, 2021.

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 November 9, 2021, that the Board of Education of the Fort Worth Independent School District held a 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 November 5, 2021, at 4:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING NOVEMBER 9, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 5, 2021, at the Administration Building 100 North University Drive, Fort Worth, Texas.

Given under my hand on November 5, 2021 .

/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
Board Secretary, CJ Evans, District 5
Trustee Jacinto Ramos, Jr., District 1 (Arrived at 6:30 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
Michael Ball, 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 Talen 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 Management
Marcey Sorensen, Chief Academic Officer

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

President Jackson called the meeting to order⁸ at 5:30 p.m.

2. PLEDGES (OTHER)

Senior Communications Officer, Barbara Griffith led the pledges.

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

Trustees made remarks regarding the passing of Trustee Daphne Brookins.

3. RECOGNITIONS (OTHER)

A. Native American Heritage Month

Barbara Griffith gave the Native American Heritage Month Recognition and recognized several guests.

4. PUBLIC COMMENT (S and T)

Speakers:

Jennifer Crossland
Carol Guarnieri
Ladona Meyers
Hollie Clemons
Miriam Lambert
Wanda McKinney
Steven Poole
Dee Taggart
Malik Austin
Kerri Rehmeyer
Carols Turcious
Angie Blake
Mike Cee
Todd Daniel
Lafayette Fruge
Janie Ginn

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

President Jackson called the Public Hearing to order at 6:10 p.m.

A. Public Hearing to Discuss the Consideration of the Development of a District of Innovation Plan

Chief Innovation Officer, David Saenz, gave the Development of a District of Innovation Plan presentation.

B. Public Comment to Discuss the Consideration of the Development of a District of Innovation Plan

No speakers signed-up.

6. CLOSE PUBLIC HEARING (OTHER)

President Jackson closed the Public Hearing at 6:14 p.m.

7. REPORTS/PRESENTATIONS (OTHER)

A. Qualifications of Financial Advisory Service Firms

Chief Finance Officer, Michael Ball, gave the Qualifications of Financial Advisory Service Firms presentation.

B. Annual Comprehensive Financial Report for the Year Ended June 30, 2021

Michael Ball gave the Annual Comprehensive Financial Report presentation.

8. LONE STAR GOVERNANCE

A. Goal Progress Measure Update - Goal 2: Early Math (P and A)

Chief Academic Officer, Marcey Sorensen, and Chief of Schools, Jerry Moore, presented the Goal 2: Early Math Lone Star Governance presentation.

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

Hollie Clemmons addressed the Board on the following Consent Agenda Items:

10.B.7. *Approve Purchase of Sensory Pathways*

10.B.3. *Approve Amendment to the Memorandum of Understanding with Texas Christian University College Advising Corps*


10.B.2. *Approve Addendum to the Consultant Service Contract for WebBased Programs to Support Students' Social-Emotional Learning and Academics*


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. October 26, 2021 - Regular Minutes


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


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


2. Approve Addendum to the Consultant Service Contract for Web-Based Programs to Support Students' Social-Emotional Learning and Academics
 Addendum to the Consultant Service Contract


3. Approve Amendment to the Memorandum of Understanding with Texas Christian University College Advising Corps
 Amendment to the TCU MOU


4. Approve Field Maintenance Services for Softball and Baseball Fields
 Field Maintenance Services


5. Approve Renewal for Data Visualization Platform
 Data Visualization Platform

6. Approve Purchase of Software Licenses for Self-Contained Specialized Classrooms
 Teach Town


7. Approve Purchase of Sensory Pathways
 Sensory Pathways

8. Approve Purchase of Video and Access Control Platform with Implementation Services for Physical Security
 Services for Physical Security

9. Approve Purchase of a Master Scheduling Tool and Technical Assistance
 Master Scheduling Tool

10. Approve Purchase of Additional User Licenses for Information Technology Research and Advisory Services
 Additional User Licenses


11. Approve Purchase of Professional Development

 Professional Development


- C. Approve Memorandum of Understanding with American Airlines to Provide Career and Technical Education Programs Across the District

 American Airlines MOU


- D. Approve Resolution of the Board of Trustees Delegating Authority to Accept a Contract Employee's Resignation

 Resolution


- E. Approve Appointment of the District Advisory Committee to Develop the District of Innovation Plan as Outlined Under House Bill (HB) 1842

 District Innovation Plan

- F. Approve Minutes for the June 3, 2021 Racial Equity Committee Meeting

 Racial Equity Committee Meeting Minutes


- G. Approve First Reading-Revisions to Board Policy DEC(LOCAL)

 Board Policy DEC(LOCAL)


- H. Approve Budget Amendment for the Period Ending October 31, 2021

 Budget Amendment

- I. Approve Quarterly Investment Report for the Period: July 1, 2021 - September 30, 2021

 Quarterly Investment

- J. Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2021

 Comprehensive Financial Report

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

 Additional Spending Authority

- L. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF&E) for Paschal High School Job #101-212 in Conjunction with the 2017 Capital Improvement Program

Additional Spending Authority

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

The meeting was recessed at 7:12 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)

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. Appointment to the Tarrant Appraisal District Board of Directors

2. Senior Officer, Technology Infrastructure

3. Chief of District Operations

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 7:57 p.m.

14. ACCEPT CONSENT AGENDA ITEMS (S and P).

Motion was made by Anne Darr, seconded by CJ Evans, to approve Accept Consent Agenda Items.

The motion was unanimously approved.

15. ACTION ITEMS (S and P).

A. Item/Items Removed from Consent Agenda

No items were removed.

B. Personnel

1. Senior Officer, Technology Infrastructure
2. Chief of District Operations


Motion was made by Michael Ryan, seconded by Roxanne Martinez, to approve Personnel..

The motion was unanimously approved.

Deputy Superintendent, Karen Molinar, introduced the new Senior Officer, Technology Infrastructure, Kerry Neal and Superintendent, Dr. Scribner, introduced the new Chief of District Operations, Joseph Coburn.

16. ACTION AGENDA ITEMS (S and P)

A. Approve Resolution Authorizing the Casting of the Fort Worth Independent School District Board of Trustees' Allocated Votes for Appointment on the Tarrant Appraisal District Board of Directors


 Tarrant Appraisal District Board of Directors

Motion was made by Michael Ryan, seconded by Anael Luebanos, to approve Resolution Authorizing the Casting of the Fort Worth Independent School District Board of Trustees' Allocated Votes for Appointment on the Tarrant Appraisal District Board of Directors..

The motion was unanimously approved.

The Board allocated 610 votes to Joseph Ralph (J.R.) Martinez for appointment on the Tarrant Appraisal District Board of Directors.

B. Approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute Contract

 Financial Advisory Service Firms

Anael Luebanos made the motion to waive the statement in the RFQ that the District intends to award the contract to a single firm and select two firms and allow the District to make the recommendations on the two firms.

Motion was made by Anael Luebanos, seconded by Michael Ryan, to approve waive the statement in the RFQ that the District intends to award the contract to a single firm and select two firms and allow the District to make the recommendations on the two firms.

The motion failed.

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

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

Quinton Phillips made the motion to Approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute Contract

Motion was made by Quinton Phillips, seconded by Jacinto Ramos, to approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute Contract.

The motion failed.

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

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

Quinton Phillips made the motion to waive the statement in the RFQ that the District intends to award the contract to a single firm and allow the Superintendent, or Designee, to enter into negotiations with the top two firms and determine their roles.

Motion was made by Quinton Phillips, seconded by Anael Luebanos, to approve to waive the statement in the RFQ that the District intends to award the contract to a single firm and allow the Superintendent, or Designee, to enter into negotiations with the top two firms and determine their roles.

The motion was unanimously approved.

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

Quinton Phillips made a comment.

18. ADJOURN (OTHER)

The meeting was adjourned at 8:28 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 November 10, 2021.

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 November 10, 2021, 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 November 5, 2021 at 12:30 p.m.

/s/

Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING NOVEMBER 10, 2021

I, Faye Daniels of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 5, 2021, at the Administration Building 100 North University Drive, Fort Worth, Texas

Given under my hand on November 5, 2021.

/s/

Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson,
District 2
Board Secretary, CJ Evans, District 5
(Vacant), District 4
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following administrators were present:

Kent Scribner, 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 meeting¹⁷ to order at 5:32 p.m.

2. PUBLIC COMMENT (OTHER)

Speakers:

Kerri Rehmeyer
Hollie Clemons
Mike Cee
Todd Daniel
Aaron James
Angie Blake
Mario Rodriguez

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

The special meeting was recessed at 5:50 p.m.

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- 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
- C. Security Implementation (Texas Government §551.076)
- D. Real Property (Texas Government Code §551.072)

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

The special meeting was reconvened at 6:00 p.m.

6. ACTION AGENDA ITEMS (S and P)

A. Approve Canvassing Returns and Declaring the Results of a Bond Election

 Canvassing Returns

Motion was made by Roxanne Martinez, seconded by Anne Darr, to approve Canvassing Returns and Declaring the Results of a Bond Election.

The motion was unanimously approved.

7. ADJOURN (OTHER)

The special meeting was adjourned at 6:04 p.m.

/s/ Christian Alvarado
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

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

BACKGROUND:

A ratification is necessary for purchase of equipment and services that were urgently needed to replace the fire alarm system at Atwood McDonald Elementary School. The fire alarm system was damaged beyond repair due to a break-in and vandalism at the campus. This request includes equipment, materials and installation services for a complete fire safety system replacement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Ratify Emergency Purchase of Equipment and Services for Fire Alarm Replacements

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-810-188-99-427-000000

COST:

\$129,250

VENDOR:

Texas Fire & Sounds

PURCHASING MECHANISM

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.

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 574-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Atwood McDonald Elementary

RATIONALE:

This purchase provides the required fire safety equipment at this campus.

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

Fire Alarm Proposal

Project : Attwood McDonald Elementary

Proposal : 2110.9933.041

Date : 10/13/2021

Attn: Randy Loftin (FWISD)

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) \$ 129,250.00
Total Sum of One Hundred Twenty-Nine Thousand Two Hundred Fifty & 00/100

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 a new fire alarm system. The fire alarm equipment and device locations are based on minimum code and FWISD requirements and job walk evaluation.

The new fire alarm system shall be a Honeywell Silent Knight 6820EVS with addressable initiating and control devices. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed within conduit, to be provided and installed by other at no cost to TFS, in all inaccessible locations, inside concealed wall, all mechanical/electrical and other utility rooms, and other areas where wiring might be exposed and subject to damage.

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 additional cost to TFS. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.

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

Project : Attwood McDonald Elementary

Proposal: 2110.9933.041

Date : 10/13/2021

EXCLUSIONS;

1. Sales Tax
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
4. Any X-ray and/or core drilling operation, and underground trenching
5. Floor penetrations from level to level and all fire rated assemblies
6. Penetration of load bearing structural elements
7. Any required fire rated assemblies and access doors
8. Adequate structural capacity to support equipment
9. Wire-mold and/or exterior wire routing materials
10. Damage caused by other trades during construction
11. Electrical work (above 24 volts)
12. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
13. Bid, Performance or Payment bonds
14. 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, (Panel Board and Annunciator to be turned over to FWISD representative)
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 design 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, Subcontractor 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 : Attwood McDonald Elementary
Proposal: 2110.9933.041
Date : 10/13/2021

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. These drawings and submittals will take approximately two to four [2-4] weeks under normal delivery process from the time of a fully executed contract; or as negotiated and stipulated in the agreed schedule.
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
Senior Sales Account Manager
Email: txfsales03@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)			



Vendor Contract Information Summary

29652

Vendor Name Texas Fire & Sound
Contact Michel Gonzales
Phone Number 2143909282
Email servicetx@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 No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 3, 4, 5, 6, 10, 11
States Served Texas
Contract Name Fire and Security Systems and Monitoring Services
Contract # 574-18
Effective Date 12/01/2018
Expiration Date 11/30/2021
Quote Reference Number 574-18
Return Policy Returns must be approved and RMA is required, special order items are not returnable

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN SERVICES FOR VENTILATION IMPROVEMENTS (HEATING, VENTILATION AND AIR CONDITIONING REPLACEMENTS)**

BACKGROUND:

The Fort Worth ISD Operations Department recognizes that Heating, Air Conditioning and Ventilation (HVAC) plays a crucial role in ensuring the health and comfort of all building occupants. Specific campuses to receive new equipment will be determined based on the greatest need.

The following vendors were screened with the recommendation to use Four Star Mechanical:

- B & H Engineers, Inc.
- Baird, Hampton & Brown
- Campos Engineering, Inc.
- EMA Engineering & Consulting
- Four Star Mechanical
- Jones DBR Engineering Company
- LBL Architects
- PBK Architects
- Solar Engineering Unlimited I
- Wells Doak Engineers, Inc.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Request for Qualifications (RFQ) for Design Services for Ventilation Improvements (Heating, Ventilation and Air Conditioning Replacements)
2. Decline to Approve Request for Qualifications (RFQ) for Design Services for Ventilation Improvements (Heating, Ventilation and Air Conditioning Replacements)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Request for Qualifications (RFQ) for Design Services for Ventilation Improvements (Heating, Ventilation and Air Conditioning Replacements)

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-51-6299-001-999-24-950-000451-22F32

COST:

Initial Fee Not-to-Exceed - \$600,000

VENDOR:

Four Star Mechanical

PURCHASING MECHANISM:

Bid/RFP/RFQ
Qualification Number: 22-031

This RFQ was evaluated in accordance with Texas Government Code 2254. Selection was made on the basis of demonstrated competence and qualification to perform services.

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:

TBD

RATIONALE:

Architectural services are needed in order to design an HVAC system upgrade, improving operational effectiveness and efficiency.

INFORMATION SOURCE:

Michael Ball

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: **APPROVE PURCHASE OF MOBILE LEARNING LICENSES FOR HOME AND SCHOOL CONNECTION**

BACKGROUND:

This PK-3rd grade online mobile technology platform accelerates student learning by combining mobile game technology with cognitive research. This platform leverages the adoption of school devices (Google Chrome, iPads) as well as at home devices such as smartphones (both iPhones and androids) and tablets. The program can be used within the classroom as well as at home with learning activities in English and Spanish to reinforce their knowledge and skills. Emergent bilingual students will benefit from mobile technology platforms to reinforce literacy, math, and science knowledge and skills through engaging, animated eBooks and innovative games. Students will be able to access the learning, both in the classroom and at home, via WIFI or offline, allowing parents the opportunity to engage in their child’s learning. With this initial contract, students will have access to the program from January 1 – May 31, 2022, and again for summer learning from June 1 – July 31, 2022.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Mobile Learning Licenses for Home and School Connection
2. Decline to Approve Purchase of Mobile Learning Licenses for Home and School Connection
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Mobile Learning Licenses for Home and School Connection

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-0D3-XXX-25-370-000000

COST:

\$289,000

VENDOR:

Footsteps2 Brilliance

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-035-A

Number of Bid/Proposals received: 60

HUB Firms: 10

Compliant Bids: 60

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

Purchasing Support Documents Needed:

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

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

West Handley Elementary	Burton Hills Elementary	Carroll Peak Elementary	Carter Park Elementary	Manuel Jara Elementary
George Clarke Elementary	Lily B. Clayton Elementary	E.M. Daggett Elementary	Mendoza Elementary	DeZavala Elementary
Diamond-Hill Elementary	S.S. Dillow Elementary	Eastern Hills Elementary	East Handley Elementary	C.C. Moss Elementary
Harlean Beal Elementary	Glen Park Elementary	W.M. Green Elementary	Greenbriar Elementary	Van Zandt-Guinn Elementary
Hubbard Heights Elementary	H.V. Helbing Elementary	Kirkpatrick Elementary	Meadowbrook Elementary	D.McRae Elementary
M.H. Moore Elementary	Morningside Elementary	Charles Nash Elementary	North Hi Mount Elementary	Oakhurst Elementary
Natha Howell Elementary	Oaklawn Elementary	A.M. Pate Elementary	M.L. Phillips Elementary	Luella Merrett Elementary
Versia Williams Elementary	Maudrie Walton Elementary	Sam Rosen Elementary	Sagamore Hill Elementary	Richard Wilson Elementary
South Hi Mount Elementary	South Hills Elementary	Springdale Elementary	Sunrise McMillan Elementary	W.J. Turner Elementary
Washington Heights Elementary	Waverly Park Elementary	Westcliff Elementary	Westcreek Elementary	Western Hill Elementary

Worth Heights Elementary	David K. Sellars Elementary	T.A. Sims Elementary	Woodway Elementary	Lowery Rd. Elementary
Alice Contreras Elementary	Western Hills Elementary	Clifford Davis Elementary	Cesar Chavez Elementary	Bonnie Brae Elementary
Dolores Huerta Elementary	Seminary Hills Elementary			

RATIONALE:

The purchase of the online mobile platform for the spring semester and summer learning will create access to and accelerate:

- Foundational academic literacy, math, and science development and specifically expose students to both reading and writing through eBooks and digital publishing resources that address various content both from school or at home.
- Learning English via an online platform that includes access to English and Spanish eBooks and activities
- Family engagement in the learning of their children in their native language through any mobile device, including offline access once downloaded.

INFORMATION SOURCE:

Marcey Sorensen



**A Proposal to Leverage the
Power of Mobile Learning Technologies
and
Research-Based Educational Strategies
to
Prepare Children in
Fort Worth ISD
for Early Learning Success**

11/16/21

Presented to:

María Hernández
Dual Language Coordinator
Fort Worth ISD

Presented by:

Mark Taylor
Footsteps2Brilliance, Inc.
mark@tprgloaled.com
214-497-5353

Footsteps2Brilliance's Comprehensive Suite of Pre-K through 3rd Grade Programs in English and Spanish

The Footsteps2Brilliance Early Learning Mobile Technology Platform accelerates student achievement by uniting the power of mobile game technology with the latest in cognitive research. Our technological innovation not only leverages the explosive adoption of mobile technology, such as Apple, Android, and Kindle Smartphones and Tablets, but also includes traditional computers available throughout our schools and homes. Our ability to build content once and deliver it on any smart device provides schools and districts with unprecedented scalability to reach beyond the four walls of the classroom to connect school and home.

With **Footsteps2Brilliance**:

Children are motivated to become active learners through engaging, animated eBooks and innovative games.

Teachers can instantly track student progress, differentiate instruction, and engage in collaborative learning through a professional development network.

Parents are given the tools they need to extend classroom learning into everyday life.

Our unique approach at Footsteps2Brilliance always gives you:

- 24/7 learning by leveraging the smartphones, tablets, and computers at schools and home – without requiring Wi-Fi!
- **100% English and Spanish Support** with books and games that toggle between languages with the touch of a button.
- Increase teacher effectiveness with robust, just-in-time teacher resources and professional development.



**Footsteps2Brilliance,
School Edition, Bilingual**



**Clever Kids University:
Pre-Reader, Bilingual**

**Comprehensive Pre-K – Grade 3
Bilingual Literacy Library to
Increase 3rd Grade Reading Proficiency**

- **Flagship product** that aligns to standards and the school district’s curriculum
- **Fills the teaching gaps** left by many reading programs by providing thousands of books and games in English and Spanish proven to increase 3rd grade reading proficiency.
- **Increases instructional rigor and teacher effectiveness** with thinking maps, project-based learning, and a focus on writing using digital tools.
- **Engages parents** regardless of their learning background, native language, or technology ownership.
- **Meets the unique needs of each student** with research-based, high-interest content.
- **Supports oral language development** with highly interactive books and carefully scaffolded instructions that can be repeated and even stopped in time.
- **Supports dual language development** regardless of your staff’s Spanish skills.
- **Develops all areas of literacy**, including writing and critical thinking skills.
- **Uses data to track student success** and develop personalized learning.
- **Makes learning fun again!**
-

**Daily Bilingual Lessons to
Prepare Every Child for Kindergarten**

- **Provide uniform, high-quality early learning** regardless of building capacity or staffing.
- **Enable every student to be kindergarten ready** with a comprehensive, research-based curriculum presented in a highly-effective spiraling sequence that covers:
 - Alphabet knowledge
 - Nursery Rhymes and phonemic awareness
 - Print concepts
 - Numbers and mathematics
 - Science concepts
 - Creativity
 - Cognitive development
 - Social and emotional skills
- **Enrich classroom instruction** with printable game cards, lesson plans, and activity sheets.
- **Support dual language learning** with complete English/Spanish content
- **Engage parents** as their child’s first and most important teacher.



Clever Kids University: I Can Read 1, Bilingual

Daily Beginning Reading Lessons to Help Every Student Learn to Read

- **Enable every student to establish a solid literacy foundation** with a balanced reading curriculum presented in a highly-effective spiraling sequence that covers:
 - Phonics
 - Phonemic Awareness
 - Vocabulary
 - Comprehension
 - Fluency
 - Print Concepts & Grammar
 - Writing
- **Support struggling readers before they fail** with multisensory learning where students see, hear, manipulate, and blend sounds
- **Prepare students for rigor** with high-interest STEM books to build background knowledge, vocabulary, and comprehension strategies.
- **Develop writing skills early** with writing activities integrated into every phonics lesson
- **Enrich classroom instruction** with a library of printable decodable books, game cards, graphic organizers and activity sheets.

Investment Summary – Fort Worth ISD

	PreK – 3 rd Grade Students
Quantity	8800 Student Licenses, up to 675 Teacher Licenses
Term	January 1, 2022 - May 31, 2022
Curriculum	<p><u>Early Learning Bundle</u></p> <ul style="list-style-type: none"> • Footsteps2Brilliance Enterprise Program • Clever Kids University: Pre-Reader • Clever Kids University: I Can Read
Professional Development, Data Analytics, Technical Assistance and Classroom Set Up	<p style="text-align: center;">Data Analytics and Services Package: Implementation Planning, Technical Assistance, Curriculum Alignment, Classroom Set Up, PLC Professional Development Webinars, Assigned Client Success Manager, Parent University Webinars, Hosting, Tech Support, Data Management System & Analytics, Monthly Check-In Calls, Bilingual Help Desk, Software Upgrades 10 PD Days Included</p>
Sub-Total	\$216,750

Pricing Valid for 30 Days



**A Proposal to Leverage the
Power of Mobile Learning Technologies
and
Research-Based Educational Strategies
to
Prepare Children in
Fort Worth ISD
for Early Learning Success**

SUMMER CLIMB

11/16/21

Presented to:

María Hernández
Dual Language Coordinator
Fort Worth ISD

Presented by:

Mark Taylor
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- Increase teacher effectiveness with robust, just-in-time teacher resources and professional development.



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-

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 - Comprehension
 - Fluency
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 - Writing
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- **Prepare students for rigor** with high-interest STEM books to build background knowledge, vocabulary, and comprehension strategies.
- **Develop writing skills early** with writing activities integrated into every phonics lesson
- **Enrich classroom instruction** with a library of printable decodable books, game cards, graphic organizers and activity sheets.

Investment Summary – Fort Worth ISD

	PreK – 3 rd Grade Students
Quantity	8800 Student Licenses, up to 675 Teacher Licenses
Term	June 1, 2022 - July 31, 2022
Curriculum	Summer Climb
Professional Development, Data Analytics, Technical Assistance and Classroom Set Up	Data Analytics and Services Package: Implementation Planning, Technical Assistance, Curriculum Alignment, Classroom Set Up, PLC Professional Development Webinars, Assigned Client Success Manager, Parent University Webinars, Hosting, Tech Support, Data Management System & Analytics, Monthly Check-In Calls, Bilingual Help Desk, Software Upgrades 5 PD Days Included
Sub-Total	\$72,250

Pricing Valid for 30 Days.

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: APPROVE PURCHASE OF FURNITURE, EQUIPMENT, AND
SUPPLIES FOR THE LEADERSHIP ACADEMY AT FOREST OAK 6TH
GRADE**

BACKGROUND:

In an effort to continue to ensure that every child has an optimal learning environment where they can effectively learn, the Leadership Academy Network is requesting approval to make the purchase of new furniture, equipment, and supplies for the Leadership Academy at Forest Oak 6th Grade. This purchase of new furniture, equipment, and supplies for the campus will benefit all students. A contingency of 10% is in place to account for any potential issues with the supply chain, projected timeline for delivery, install, and/or removal. While the execution of the contingency is not anticipated, this allows for general flexibility in the procurement process.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Furniture, Equipment, and Supplies for the Leadership Academy at Forest Oak 6th Grade
2. Decline to Approve Purchase of Furniture, Equipment, and Supplies for the Leadership Academy at Forest Oak 6th Grade
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Furniture, Equipment, and Supplies for the Leadership Academy at Forest Oak 6th Grade

FUNDING SOURCE:

Additional Details

General Fund

199-11-6398-TWU-064-11-416-000000

COST:

\$312,608.23 (Plus no more than 10% for contingency.)

VENDOR:

School Specialty

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-056

Number of Bid/Proposals received: 11

HUB Firms: 1*

Compliant Bids: 11

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase. *Not the awarded vendor.

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:

Leadership Academy at Forest Oak 6th Grade

RATIONALE:

This purchase will allow the students at the Leadership Academy at Forest Oak 6th Grade to learn in a high-quality learning environment and allow educators to provide quality instruction, while giving them the ability to be flexible with regard to their classroom space(s). Additionally, this purchase will help to create a positive school culture and climate, which will have an impact on all students in the building.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE PURCHASE OF ONE (1) TRAILER FOR CAREER AND TECHNICAL EDUCATION (CTE) SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) HIGH SCHOOL MOBILE INNOVATION LAB**

BACKGROUND:

The Career and Technical Education (CTE) Department requests approval to purchase one (1) 38-foot trailer capable of traveling District-wide to 9-12 grade campuses and other community events. The goal of the CTE High School Science, Technology, Engineering and Mathematics (STEM) mobile lab is to provide a virtual reality skills-building experience across a number of STEM careers. For example, engineering students can practice running diagnostics and perform maintenance on robotic equipment without the need to physically handle classroom equipment. Additionally, all students can simultaneously practice in the trailer while allowing the instructor to gather real-time data on class-wide strengths and areas to reteach.

The trailer will provide equitable access to a variety of skills-building opportunities for all students that is otherwise cost or space-prohibitive. The mobile innovation lab will allow students to participate in rigorous class assignments and gain unique learning experiences. The CTE Department will work with campuses to develop schedules for equitable access. The cost of the trailer and its contents are made possible through a generous donation from Facebook, a community partner of Fort Worth ISD.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of One (1) Trailer for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) High School Mobile Innovation Lab
2. Decline to Approve Purchase of One (1) Trailer for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) High School Mobile Innovation Lab
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of One (1) Trailer for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) High School Mobile Innovation Lab

FUNDING SOURCE: *Additional Details*

Special Revenue 499-21-6639-001-999-99-721-000000-22305

COST:

\$207,500

VENDOR:

Trailer Doctor, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 20-059
Number of Bid/Proposals received: 14
HUB Firms: 0
Compliant Bids: 14

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

Purchasing Support Documents Needed:

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

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

All Fort Worth ISD High School Campuses
Career and Technical Education

RATIONALE:

The purpose of this purchase is to provide students with activities leading to content and skill development and preparation for college and career readiness. By using a mobile and innovative virtual reality platform, students can practice skills for mastery and teachers can provide unique learning experiences, without the need to replicate large-scale classroom and lab set-up.

INFORMATION SOURCE:

David Saenz



Estimate: TRL-171115

11/15/2021

Trailer # 3 Bid - Procurement, Technology and Modidifications

Fort Worth ISD (FWISD)

Main
 100 N. University Drive-STE NW 14-E
 Fort Worth, TX 76107-1360
 jimmy.york@fwisd.org

Trailer Shop Department

2400 Cold Springs Road
 Fort Worth, TX 76106
 Main 817-626-5283

Purchase Order	Service Writer	Unit
	Campbell, Scott	Unit: Trailer # 3 (VR) VIN: TBD Current Usage: 0 Miles

Description	Quantity	Rate	Amount
Trailer Procurement and Delivery to TDI Fleet Services			\$65,043.00
		Subtotal	\$65,043.00
Modifications to Trailer Shell			\$74,250.00
		Subtotal	\$74,250.00
Technology			\$59,697.00
		Subtotal	\$59,697.00
Wrap Services - Printing and Install for Truck and Trailer			\$8,440.00
		Subtotal	\$8,440.00
		Shop Supplies	\$70.00
		Labor	\$207,430.00
		Parts	\$0.00
		Subtotal	\$207,500.00
		Total	\$207,500.00

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.
 Estimate pricing valid for 30 days from date of original Estimate.

**** IMPORTANT: Customer Needs to RE-TORQUE All Lug Nuts After 25 – 50 Miles Of Operation. ****

NOTICE: TDI is not responsible for theft or damage to vehicles/equipment or contents.

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION CLASSROOM AND LAB EQUIPMENT FOR CAREER EXPLORATION LABS**

BACKGROUND:

The 2017 Bond has provided for significant structural and furniture upgrades to Career and Technical Education (CTE) programs across the District. The new spaces allocated to Fort Worth ISD (FWISD) CTE programs allow for the most current equipment to be provided to these programs so that students are able to train for their chosen career and industry-based certifications in an environment that meets or exceeds current industry standards. The Career Exploration Labs at Benbrook Middle/High School and at Young Men’s Leadership Academy require career exploration lab equipment updates on a regular basis to ensure the students are able to explore multiple career pathways through engaging, hands-on activities.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Career Exploration Lab
2. Decline to Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Career Exploration Lab
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Career Exploration Lab

FUNDING SOURCE: *Additional Details*

General Fund	198-11-6398-001-xxx-22-501-000000.....	\$267,972
	198-11-6299-001-xxx-22-501-000000.....	\$2,800

COST:

\$270,772
(Includes 10% contingency)

VENDOR:

Paxton Patterson

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-071

Number of Bid/Proposals received: 119

HUB Firms: 10

Compliant Bids: 119

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:

Benbrook Middle School/High School
Young Men’s Leadership Academy (YMLA)

RATIONALE:

This up-to-date industry-standard equipment will provide FWISD students with the best opportunity to obtain industry-based certifications and career readiness skills.

INFORMATION SOURCE:

David Saenz

TOTAL INVESTMENT SUMMARYBenbrook Middle-High School
201 Overcrest Dr. Benbrook, TX 76126
Fort Worth ISD

Description	Investment
College and Career Ready Lab	69,295.00
College and Career Ready Expendables	1,580.99
College and Career Ready Expendables Certificate	
Orientation Package	No Charge
72-0600 Paxton Content Learning Management System (see PCLMS tab)	2,800.00
Furniture	37,095.00
Installation	4,000.00
Furniture Shipping Cost (Delivery-Lab)	4,359.00
Teacher Professional Development	1,400.00
Investment Summary Total	\$120,529.99

District Provided Windows Computers	4
District Provided Other Devices (i.e. Chromebooks)	32
District Provided iPads	4

TERMS AND CONDITIONS

Prices quoted include delivery charges and estimated local tax if applicable. Actual sales tax should be added to your purchase order since they sometimes vary for state, city & county tax rates.

- Please note: Installation and Teacher Professional Development are non-taxable items

Payment Terms: Net 30 days from date of invoice. Check payment should be sent to remit to address on the invoice, credit card payments will not be accepted.

Quote is valid for 90 days.



4141 W. 126th Street, Alsip, IL 60803
(800) 631-0158

Benbrook Middle-High School
201 Overcrest Dr. Benbrook, TX 76126
Fort Worth ISD

One-Year Warranty Terms

Valued Customer:

Thank you for purchasing a Paxton/Patterson learning system. Your purchase includes warranty protection from defects in materials and workmanship when the learning system is used under appropriate educational conditions.

Key aspects of the warranty are:

- Your warranty period starts when your lab is installed and ends one year later.
- Equipment which does not perform properly will be repaired or replaced with a new or remanufactured product. The replacement or repaired equipment remains under warranty for the balance of the original warranty period.
- If there are any integrated instructional unit guidebook pages which we modify due to an inaccuracy preventing student learning, those pages will immediately be reprinted and mailed to you.
- Please contact our learning systems technical support staff at 800.631.0158 for equipment matters.

Technical Support:

- Your lab instructor will participate in our four step professional development program, Register, Complete Online Lessons, 4 hour On-Site Support Session and Attend Regional Workshop(optional).
- Should your instructor have questions about the learning system after completing professional development, our technical support staff is available Monday – Friday 7:00am to 5:00pm central time. If needed our staff can also be available by appointment at other times to provide technical support to your instructor. Except in unusual situations, technical support can be quickly and conveniently accessed via telephone, email and use of our “desktop streaming” support technology.
- We have consistently found that when an additional instructor is assigned to a lab or a new instructor is hired to replace the instructor who had completed professional development, the new instructor definitely needs to complete professional development just as your first instructor did. New instructors need considerably more formal training to effectively use the learning system lab than our tech support staff can provide via telephone.

Exclusions to this warranty include: (a) consumable materials like paints and finishes, batteries, sanding materials and worksheets, (b) failure caused by misuse or accidents, (c) theft or “mysterious” disappearance, (d) normal wear and tear on guidebooks, textbooks, videos and other printed materials, and (e) damaged or lost computer software – CDs and diskettes. In conformity with your district’s copyright law compliance policy we recommend that back-up copies be made of all computer software (CDs) exclusively for use in the learning system covered by this warranty.

Best regards,
Nate Schuessler
President

PAXTON/PATTERSON (PP) LEARNING SYSTEMS CONTENT DELIVERY

PP will provide the Paxton Content Learning Management System for 60 months with a service start date to be set after installation by PP.

During the 60 months PP will:

- Provide access to Learning System content from modern browsers.
- Provide updates to Learning System content and to the Paxton Content Learning Management System.

During the 60 months it is likely that some 3rd party providers of equipment, software, and licensed assets included in your original purchase will upgrade their products. It is impossible to predict the scope of these potential future upgrades by 3rd party sources, therefore PP has not “built in” any costs for those items in the original purchase prices.

- PP will advise you well in advance of the upgrade potentials being available, advising you of how the upgrade will enhance student learning and the costs of the upgraded equipment, software and/or licensed assets.
- Most importantly, no purchase of upgraded equipment, software or licensed assets will be required at any time during the 60 months – because the PP learning system originally purchased will be supported during the entire 60 months.
- The only time that it may be necessary to upgrade equipment, software or licensed assets is if your school chooses to upgrade to a newer operating system that is not compatible with the originally purchased 3rd party equipment, software, or licensed assets.

Installation & Professional Development




Qty	Stock No.	Description	Explanation	Price	Extension
0	64-3428	Installation	each classroom	2,600.00	-
0	64-3440	Installation for less than full labs	each classroom	1,400.00	-
0	64-3453	Lab Installation with furniture (when costs need to be separated)	each classroom	1,400.00	-
1	64-3445	Lab Installation with furniture	each classroom	4,000.00	4,000.00
0	64-3447	Furniture only installation	each classroom	2,400.00	-
1	64-3449	Professional Development, Blended	Each Teacher	1,400.00	1,400.00
Installation & Professional Development Total					5,400.00

College & Career Ready Labs

Start with these for Distance Learning

Unit Name	Qty	Stock No.	Price	Extension	Career Clusters
Alternative Energy		72-5070	3,695.00	0.00	AG, STEM
Biomedical Engineering	1	86-0006	4,100.00	4,100.00	STEM, Health Science
Biotechnology R&D	1	86-0002	3,800.00	3,800.00	STEM, Health Science
Computer Graphics & Game Development	1	72-3548	2,795.00	2,795.00	Arts/AV/Communications
Dentistry		86-0004	3,600.00	0.00	Health Science
Design & Marketing	1	72-5501	2,895.00	2,895.00	Marketing/Sales/Service
Digital Audio Production		72-5538	2,195.00	0.00	Arts/AV/Communications
Digital Manufacturing		72-3595	4,995.00	0.00	Manufacturing, STEM
Electricity & Electronics	1	72-3552	5,295.00	5,295.00	Manufacturing, STEM
Emergency & Fire Management Services	1	72-5531	3,795.00	3,795.00	Law & Public Safety/Gov
Emergency Medical Technician		86-0008	3,500.00	0.00	Health Science
Employability Skills		72-5532	1,695.00	0.00	Universal
Energy & Power	1	72-3554	3,495.00	3,495.00	STEM, Transportation
Engine/Stand/Tray Combination	1	72-0052	465.00	465.00	STEM, Transportation
Environment & Ecology		72-3556	2,495.00	0.00	AG, STEM
Environmental Health & Safety		86-0010	3,200.00	0.00	Health Science
Flight & Drone Technology	1	72-3558	3,895.00	3,895.00	STEM, Transportation
Forensic Science	1	72-5068	3,795.00	3,795.00	STEM, Law & Public Safety
Health Information Management		86-0014	1,900.00	0.00	Health Science
Home Maintenance Fundamentals		72-5504	2,995.00	0.00	Architecture/Construction
Home Maintenance Systems	1	72-5524	3,695.00	3,695.00	Architecture/Construction
Hospitality & Tourism Management		72-5505	2,895.00	0.00	Hospitality & Tourism
Intro to Child Development	1	72-5506	2,395.00	2,395.00	Human Services
Intro to Computer Science		72-5507	2,295.00	0.00	Information Technology
Intro to Culinary Arts	1	72-5500	3,995.00	3,995.00	Hospitality & Tourism
Intro to Engineering & Design	1	72-5528	2,995.00	2,995.00	STEM
Intro to Health Science Careers	1	86-0550	3,795.00	3,795.00	Health Science
Laser Technology		72-3562	3,995.00	0.00	STEM
Lifetime Nutrition & Wellness		72-5502	2,995.00	0.00	Human Svcs, Hospitality
Materials Processing & Design	1	72-3564	6,495.00	6,495.00	Manufacturing, Construction
Mechanisms		72-3566	4,795.00	0.00	STEM, Transportation
Mental Health		86-0018	1,900.00	0.00	Human Services
Nursing		86-0020	3,800.00	0.00	Health Science
Occupational Health & Safety - Construction		72-5533	3,395.00	0.00	Government & Public Admin
Ophthalmology		86-0022	3,800.00	0.00	Health Science
Personal Finance		72-5503	1,695.00	0.00	Finance
Pneumatics		72-3568	5,695.00	0.00	STEM, Transportation
Research & Development		72-3570	5,095.00	0.00	STEM, Manufacturing
Robotics		72-3572	3,495.00	0.00	STEM, Manufacturing
Robot, Lego Mind Storm EV3 Core Set		72-0825	640.00	0.00	STEM, Manufacturing
Speech Therapy		86-0026	2,300.00	0.00	Health Science
Sports Medicine	1	86-0028	3,900.00	3,900.00	Health Science
Structural Engineering		72-3574	6,595.00	0.00	STEM, Construction
Veterinary Medicine	1	86-0032	3,700.00	3,700.00	AG, Health Science
Video Production	1	72-3576	3,995.00	3,995.00	Arts/AV/Communications
Distance Learning I & II (45 hours of instruction)	1		No Charge	No Charge	
Total # Units		18	Total		69,295.00
Total # Students Served		36			

All College and Career Ready Units require a networked printer for general printing.

ICON LEGEND			
	Running Water		Whole Class
	Dirty		Software
	Supervision		Addl Requirements

QTY	Unit Name	Stock No.	Requirements					Rec. Space	Career Clusters	
0	Alternative Energy	72-5070	1					8 ft	AG, STEM	
1	Biomedical Engineering	86-0006	1	2			0	6 ft	STEM, Health Science	
1	Computer Aided Drafting (CADD)	72-5541					0	6 ft	Architecture/Construction	
1	Computer Graphics & Animation	72-3548					0	6 ft	Arts/AV/Communications	
0	Dentistry	86-0004	1	2				6 ft	Health Science	
1	Design & Marketing	72-5501						6 ft	Marketing/Sales/Service	
0	Digital Audio Production	72-5538				4	5	6 ft	AV/Communications	
0	Digital Manufacturing	72-3595					0	6 ft	Manufacturing, STEM	
1	Electricity & Electronics	72-3552						8 ft	Manufacturing, STEM	
1	Emergency & Fire Management Services	72-5531						6 ft	Law & Public Safety/Gov	
0	Emergency Medical Technician	86-0008			3		5	6 ft	Health Science	
0	Employability Skills	72-5532				4		NA	Universal	
1	Energy & Power	72-3554					5	8 ft	STEM, Transportation	
0	Environment & Ecology	72-3556	1	2				6 ft	AG, STEM	
0	Environmental Health & Safety	86-0010						8 ft	Health Science	
1	Flight & Drone Technology	72-3558	1	2	3	4		8 ft	STEM, Transportation	
1	Forensic Science	72-5068					0	6 ft	STEM, Law & Public Safety	
0	Health Information Management	86-0014					0	8 ft	Health Science	
0	Home Maintenance Fundamentals	72-5504	1	2				8 ft	Architecture/Construction	
1	Home Maintenance Systems	72-5524						8 ft	Architecture/Construction	
0	Hospitality & Tourism Management	72-5505	1					6 ft	Hospitality & Tourism	
1	Intro to Child Development	72-5506				4		6 ft	Human Services	
0	Intro to Computer Science	72-5507				4		8 ft	Information Technology	
1	Intro to Culinary Arts	72-5500	1		3			6 ft	Hospitality & Tourism	
1	Intro to Engineering & Design	72-5528				4		6 ft	STEM	
1	Intro to Health Science Careers	86-0550						8 ft	Health Science	
0	Laser Technology	72-3562	1					6 ft	STEM	
0	Lifetime Nutrition & Wellness	72-5502	1			4		8 ft	Human Svcs, Hospitality	
1	Materials Processing & Design	72-3564		2	3			8 ft	Manufacturing, Construction	
0	Mechanisms	72-3566						6 ft	STEM, Transportation	
0	Mental Health	86-0018				4		6 ft	Human Services	
0	Nursing	86-0020	1	2	3			6 ft	Health Science	
0	Occupational Health & Safety	72-5533				4		NA	Government & Public Admin	
0	Ophthalmology	86-0022						6 ft	Health Science	
0	Personal Finance	72-5503				4		6 ft	Finance	
0	Pneumatics	72-3568						6 ft	STEM, Transportation	
0	Research & Development	72-3570		2	3	4	5	8 ft	STEM, Manufacturing	
0	Robotics	72-3572					0	5	6 ft	STEM, Manufacturing
0	Speech Therapy	86-0026				4		6 ft	Health Science	
1	Sports Medicine	86-0028						8 ft	Health Science	
0	Structural Engineering	72-3574		2	3	4	0	6 ft	STEM, Construction	
1	Veterinary Medicine	86-0032						6 ft	AG, Health Science	
1	Video Production	72-3576				4	5	6 ft	Arts/AV/Communications	

of periods 1
of years 1

College & Career Ready Lab Expendables

Table with columns: Qty, Description, Unit Cost, Qty, Unit Cost, Total, Extension. Includes sub-sections like Alternative Energy, Computer Aided Drafting & Design, Digital Manufacturing, Electricity & Electronics, Emergency & Fire Management Systems, Emergency Medical Technician, Ergonomics, Energy & Power, Environment & Ecology, Environmental Health & Safety, Flight & Drone Technology, Forensic Science, Health Information Management, Home Maintenance Fundamentals, Home Maintenance Systems, Hospitality & Tourism Management, Intro to Child Development, Intro to Culinary Arts, Intro to Engineering & Design, Intro to Health Science Careers, Laser Technology, Lifetime Nutrition & Wellness, Materials Processing & Design, Mechanisms, Medical Imaging, Medical Illustration, Occupational Health & Safety - Construction, Optometry, Personal Finance, Research and Development, Robotics, Speech Therapy, Structural Engineering, Veterinary Medicine.

Benbrook Middle-High School
201 Overcrest Dr. Benbrook, TX 76126

Furniture

Smith #	Furniture Description - Interchange & Planner Studio	Qty	Smith Systems List Price	Unit Price	Extension	Top Color	Edge Color	Frame Color
25214Butcher	36x72 Planner Studio Rectangle, Butcher Block top, 36" high fixed with casters	4	2,206.00	1,576.00	6,304.00	Butcher Block	Butcher Block	
04108	Interchange Rectangle Table - 30" x 72" x 22"-34"	9	751.00	536.00	4,824.00			
04156	Interchange Crescent Table 72"	3	873.00	624.00	1,872.00			
FURNITURE TOTAL					13,000.00			

Smith #	Furniture Description - Cascade	Qty	Smith Systems List Price	Unit Price	Extension	Top/Laminate Color (riser only)	End Panel / Edge Color	Base Color
26161	Cascade Teacher Bullet Desk BBF with right hand 30.5" H	1	1,162.00	830.00	830.00			
19198	Cascade Drawer Pedestal w/door & top, two 3" & one 12" totes with locks.	10	691.00	494.00	4,940.00			
MKCASTEACH	Master key for 19198 pedestal	1	10.00	7.50	7.50			
121v00000p	Cascade Mini-Case (Casters) Door w/ shelves & riser	1	1,012.00	723.00	723.00			
MKCASTEACH	Master key for all Cascade locking cabinets	1	10.00	7.50	7.50			
920009093P	Cascade Mega Tower (Casters) Doors w/ nine 3" and nine 6" and three 12" SW totes	1	2,906.00	2,076.00	2,076.00			
922012000P	Cascade Mega-Tower (Casters) Doors w/12 3" SW totes and Shelves	2	2,916.00	2,083.00	4,166.00			
220v06020p	Cascade Mid-Case (Casters) Doors w/ 6x3" & 2x6" totes & riser	6	1,628.00	1,163.00	6,978.00			
ACCESSORIES TOTAL					19,728.00			

Smith #	Furniture Description - Seating	Qty	Smith Systems List Price	Unit Price	Extension	Shell Color	Frame Color
11840	Flavors A Shell Adjustable Chair w/casters (teacher)	1	329.00	235.00	235.00		
11889	Flavors 24" Fixed Height Stool	8	133.00	95.00	760.00		
11849	Flavors 18" A Stack Chair	24	151.00	108.00	2,592.00		
SEATING TOTAL					3,587.00		

Stock #	Furniture Description - Maker Space & Manufacturing	Qty	Color	Unit Price	Extension
63-0838	Steel Base Cabinets- 2 Drwrs-1 Dib Door w/Lock Cab	1	Forest Green M10	780.00	780.00
CONSTRUCTION TOTAL					780.00

Without this form completed furniture orders will not be placed with the vendor.
It should be completed when you meet with customer to finalize color selections
Attach in CRM 100% of the time

Instructions for Furniture Delivery

DATE: 12/02/21

School	Benbrook Middle-High School
Ship to Address	201 Overcrest Dr. Benbrook, TX 76126
District	Fort Worth ISD

	Name	Email	Phone
Furniture Contact for 24 hour call			
Who will meet the truck			

Deferred Delivery Date:

Location of room:
(i.e. 1st floor or higher, middle of building, outside access, etc.)

Receiving Hours

Lift gate required?(Yes/No)

Pallet jack needed?(Yes/No)

Any other delivery requirements:

TOTAL INVESTMENT SUMMARYBenbrook Middle-High School
201 Overcrest Dr. Benbrook, TX 76126
Fort Worth ISD

Description - CCR Lab Furniture	Investment
Furniture	37,095.00
Installation	1,400.00
Furniture Shipping Cost (Delivery-Lab)	4,359.00
Teacher Professional Development	1,400.00
Investment Summary Total	\$44,254.00

District Provided Windows Computers	4
District Provided Other Devices (i.e. Chromebooks)	32
District Provided iPads	4

TERMS AND CONDITIONS

Prices quoted include delivery charges and estimated local tax if applicable. Actual sales tax should be added to your purchase order since they sometimes vary for state, city & county tax rates.

- Please note: Installation and Teacher Professional Development are non-taxable items

Payment Terms: Net 30 days from date of invoice. Check payment should be sent to remit to address on the invoice, credit card payments will not be accepted.

Quote is valid for 90 days.

Installation & Professional Development

Qty	Stock No.	Description	Explanation	Price	Extension
0	64-3428	Installation	each classroom	2,600.00	-
0	64-3440	Installation for less than full labs	each classroom	1,400.00	-
1	64-3453	Lab Installation with furniture (when costs need to be separated)	each classroom	1,400.00	1,400.00
0	64-3445	Lab Installation with furniture	each classroom	4,000.00	-
0	64-3447	Furniture only installation	each classroom	2,400.00	-
1	64-3449	Professional Development, Blended	Each Teacher	1,400.00	1,400.00
Installation & Professional Development Total					2,800.00

Benbrook Middle-High School
201 Overcrest Dr. Benbrook, TX 76126

Furniture

Smith #	Furniture Description - Interchange & Planner Studio	Qty	Smith Systems List Price	Unit Price	Extension	Top Color	Edge Color	Frame Color
25214Butcher	36x72 Planner Studio Rectangle, Butcher Block top, 36" high fixed with casters	4	2,206.00	1,576.00	6,304.00	Butcher Block	Butcher Block	
04108	Interchange Rectangle Table - 30" x 72" x 22"-34"	9	751.00	536.00	4,824.00			
04156	Interchange Crescent Table 72"	3	873.00	624.00	1,872.00			
FURNITURE TOTAL					13,000.00			

Smith #	Furniture Description - Cascade	Qty	Smith Systems List Price	Unit Price	Extension	Top/Laminate Color (riser only)	End Panel / Edge Color	Base Color
26161	Cascade Teacher Bullet Desk BBF with right hand 30.5" H	1	1,162.00	830.00	830.00			
19198	Cascade Drawer Pedestal w/door & top, two 3" & one 12" totes with locks.	10	691.00	494.00	4,940.00			
MKCASTEACH	Master key for 19198 pedestal	1	10.00	7.50	7.50			
121v00000p	Cascade Mini-Case (Casters) Door w/ shelves & riser	1	1,012.00	723.00	723.00			
MKCASTEACH	Master key for all Cascade locking cabinets	1	10.00	7.50	7.50			
920009093P	Cascade Mega Tower (Casters) Doors w/ nine 3" and nine 6" and three 12" SW totes	1	2,906.00	2,076.00	2,076.00			
922012000P	Cascade Mega-Tower (Casters) Doors w/12 3" SW totes and Shelves	2	2,916.00	2,083.00	4,166.00			
220v06020p	Cascade Mid-Case (Casters) Doors w/ 6x3" & 2x6" totes & riser	6	1,628.00	1,163.00	6,978.00			
ACCESSORIES TOTAL					19,728.00			

Smith #	Furniture Description - Seating	Qty	Smith Systems List Price	Unit Price	Extension	Shell Color	Frame Color
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11889	Flavors 24" Fixed Height Stool	8	133.00	95.00	760.00		
11849	Flavors 18" A Stack Chair	24	151.00	108.00	2,592.00		
SEATING TOTAL					3,587.00		

Stock #	Furniture Description - Maker Space & Manufacturing	Qty	Color	Unit Price	Extension
63-0838	Steel Base Cabinets- 2 Drws-1 Dib Door w/Lock Cab	1	Forest Green M10	780.00	780.00
CONSTRUCTION TOTAL					780.00

Without this form completed furniture orders will not be placed with the vendor.
It should be completed when you meet with customer to finalize color selections
Attach in CRM 100% of the time

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DATE: 12/01/21

School	Benbrook Middle-High School
Ship to Address	201 Overcrest Dr. Benbrook, TX 76126
District	Fort Worth ISD

	Name	Email	Phone
Furniture Contact for 24 hour call			
Who will meet the truck			

Deferred Delivery Date:

Location of room:
(i.e. 1st floor or higher, middle of building, outside access, etc.)

Receiving Hours

Lift gate required?(Yes/No)

Pallet jack needed?(Yes/No)

Any other delivery requirements:

TOTAL INVESTMENT SUMMARYYoung Mens Leadership Academy
5100 Willie St. Fort Worth, TX 76105
Fort Worth ISD

Description	Investment
College and Career Ready Lab	69,295.00
College and Career Ready Expendables	1,580.99
College and Career Ready Expendables Certificate	
Orientation Package	No Charge
72-0600 Paxton Content Learning Management System (see PCLMS tab)	2,800.00
Furniture	41,658.00
Installation	4,000.00
Furniture Shipping Cost (Delivery-Lab)	4,892.00
Teacher Professional Development	1,400.00
Investment Summary Total	\$125,625.99

District Provided Windows Computers	4
District Provided Other Devices (i.e. Chromebooks)	32
District Provided iPads	4

TERMS AND CONDITIONS

Prices quoted include delivery charges and estimated local tax if applicable. Actual sales tax should be added to your purchase order since they sometimes vary for state, city & county tax rates.

- Please note: Installation and Teacher Professional Development are non-taxable items

Payment Terms: Net 30 days from date of invoice. Check payment should be sent to remit to address on the invoice, credit card payments will not be accepted.

Quote is valid for 90 days.



4141 W. 126th Street, Alsip, IL 60803
(800) 631-0158

Young Mens Leadership Academy
5100 Willie St. Fort Worth, TX 76105
Fort Worth ISD

One-Year Warranty Terms

Valued Customer:

Thank you for purchasing a Paxton/Patterson learning system. Your purchase includes warranty protection from defects in materials and workmanship when the learning system is used under appropriate educational conditions.

Key aspects of the warranty are:

- Your warranty period starts when your lab is installed and ends one year later.
- Equipment which does not perform properly will be repaired or replaced with a new or remanufactured product. The replacement or repaired equipment remains under warranty for the balance of the original warranty period.
- If there are any integrated instructional unit guidebook pages which we modify due to an inaccuracy preventing student learning, those pages will immediately be reprinted and mailed to you.
- Please contact our learning systems technical support staff at 800.631.0158 for equipment matters.

Technical Support:

- Your lab instructor will participate in our four step professional development program, Register, Complete Online Lessons, 4 hour On-Site Support Session and Attend Regional Workshop(optional).
- Should your instructor have questions about the learning system after completing professional development, our technical support staff is available Monday – Friday 7:00am to 5:00pm central time. If needed our staff can also be available by appointment at other times to provide technical support to your instructor. Except in unusual situations, technical support can be quickly and conveniently accessed via telephone, email and use of our “desktop streaming” support technology.
- We have consistently found that when an additional instructor is assigned to a lab or a new instructor is hired to replace the instructor who had completed professional development, the new instructor definitely needs to complete professional development just as your first instructor did. New instructors need considerably more formal training to effectively use the learning system lab than our tech support staff can provide via telephone.

Exclusions to this warranty include: (a) consumable materials like paints and finishes, batteries, sanding materials and worksheets, (b) failure caused by misuse or accidents, (c) theft or “mysterious” disappearance, (d) normal wear and tear on guidebooks, textbooks, videos and other printed materials, and (e) damaged or lost computer software – CDs and diskettes. In conformity with your district’s copyright law compliance policy we recommend that back-up copies be made of all computer software (CDs) exclusively for use in the learning system covered by this warranty.

Best regards,
Nate Schuessler
President

PAXTON/PATTERSON (PP) LEARNING SYSTEMS CONTENT DELIVERY

PP will provide the Paxton Content Learning Management System for 60 months with a service start date to be set after installation by PP.

During the 60 months PP will:

- Provide access to Learning System content from modern browsers.
- Provide updates to Learning System content and to the Paxton Content Learning Management System.

During the 60 months it is likely that some 3rd party providers of equipment, software, and licensed assets included in your original purchase will upgrade their products. It is impossible to predict the scope of these potential future upgrades by 3rd party sources, therefore PP has not “built in” any costs for those items in the original purchase prices.

- PP will advise you well in advance of the upgrade potentials being available, advising you of how the upgrade will enhance student learning and the costs of the upgraded equipment, software and/or licensed assets.
- Most importantly, no purchase of upgraded equipment, software or licensed assets will be required at any time during the 60 months – because the PP learning system originally purchased will be supported during the entire 60 months.
- The only time that it may be necessary to upgrade equipment, software or licensed assets is if your school chooses to upgrade to a newer operating system that is not compatible with the originally purchased 3rd party equipment, software, or licensed assets.

Installation & Professional Development

Qty	Stock No.	Description	Explanation	Price	Extension
0	64-3428	Installation	each classroom	2,600.00	-
0	64-3440	Installation for less than full labs	each classroom	1,400.00	-
0	64-3453	Lab Installation with furniture (when costs need to be separated)	each classroom	1,400.00	-
1	64-3445	Lab Installation with furniture	each classroom	4,000.00	4,000.00
0	64-3447	Furniture only installation	each classroom	2,400.00	-
1	64-3449	Professional Development, Blended	Each Teacher	1,400.00	1,400.00
Installation & Professional Development Total					5,400.00







College & Career Ready Labs

Start with these for Distance Learning

Unit Name	Qty	Stock No.	Price	Extension	Career Clusters
Alternative Energy		72-5070	3,695.00	0.00	AG, STEM
Biomedical Engineering	1	86-0006	4,100.00	4,100.00	STEM, Health Science
Biotechnology R&D	1	86-0002	3,800.00	3,800.00	STEM, Health Science
Computer Graphics & Game Development	1	72-3548	2,795.00	2,795.00	Arts/AV/Communications
Dentistry		86-0004	3,600.00	0.00	Health Science
Design & Marketing	1	72-5501	2,895.00	2,895.00	Marketing/Sales/Service
Digital Audio Production		72-5538	2,195.00	0.00	Arts/AV/Communications
Digital Manufacturing		72-3595	4,995.00	0.00	Manufacturing, STEM
Electricity & Electronics	1	72-3552	5,295.00	5,295.00	Manufacturing, STEM
Emergency & Fire Management Services	1	72-5531	3,795.00	3,795.00	Law & Public Safety/Gov
Emergency Medical Technician		86-0008	3,500.00	0.00	Health Science
Employability Skills		72-5532	1,695.00	0.00	Universal
Energy & Power	1	72-3554	3,495.00	3,495.00	STEM, Transportation
Engine/Stand/Tray Combination	1	72-0052	465.00	465.00	STEM, Transportation
Environment & Ecology		72-3556	2,495.00	0.00	AG, STEM
Environmental Health & Safety		86-0010	3,200.00	0.00	Health Science
Flight & Drone Technology	1	72-3558	3,895.00	3,895.00	STEM, Transportation
Forensic Science	1	72-5068	3,795.00	3,795.00	STEM, Law & Public Safety
Health Information Management		86-0014	1,900.00	0.00	Health Science
Home Maintenance Fundamentals		72-5504	2,995.00	0.00	Architecture/Construction
Home Maintenance Systems	1	72-5524	3,695.00	3,695.00	Architecture/Construction
Hospitality & Tourism Management		72-5505	2,895.00	0.00	Hospitality & Tourism
Intro to Child Development	1	72-5506	2,395.00	2,395.00	Human Services
Intro to Computer Science		72-5507	2,295.00	0.00	Information Technology
Intro to Culinary Arts	1	72-5500	3,995.00	3,995.00	Hospitality & Tourism
Intro to Engineering & Design	1	72-5528	2,995.00	2,995.00	STEM
Intro to Health Science Careers	1	86-0550	3,795.00	3,795.00	Health Science
Laser Technology		72-3562	3,995.00	0.00	STEM
Lifetime Nutrition & Wellness		72-5502	2,995.00	0.00	Human Svcs, Hospitality
Materials Processing & Design	1	72-3564	6,495.00	6,495.00	Manufacturing, Construction
Mechanisms		72-3566	4,795.00	0.00	STEM, Transportation
Mental Health		86-0018	1,900.00	0.00	Human Services
Nursing		86-0020	3,800.00	0.00	Health Science
Occupational Health & Safety - Construction		72-5533	3,395.00	0.00	Government & Public Admin
Ophthalmology		86-0022	3,800.00	0.00	Health Science
Personal Finance		72-5503	1,695.00	0.00	Finance
Pneumatics		72-3568	5,695.00	0.00	STEM, Transportation
Research & Development		72-3570	5,095.00	0.00	STEM, Manufacturing
Robotics		72-3572	3,495.00	0.00	STEM, Manufacturing
Robot, Lego Mind Storm EV3 Core Set		72-0825	640.00	0.00	STEM, Manufacturing
Speech Therapy		86-0026	2,300.00	0.00	Health Science
Sports Medicine	1	86-0028	3,900.00	3,900.00	Health Science
Structural Engineering		72-3574	6,595.00	0.00	STEM, Construction
Veterinary Medicine	1	86-0032	3,700.00	3,700.00	AG, Health Science
Video Production	1	72-3576	3,995.00	3,995.00	Arts/AV/Communications
Distance Learning I & II (45 hours of instruction)	1		No Charge	No Charge	
Total # Units		18	Total		69,295.00
Total # Students Served		36			

All College and Career Ready Units require a networked printer for general printing.

Young Mens Leadership Academy
 5100 Willie St. Fort Worth, TX 76105
 Fort Worth ISD
 DATE: 11/12/21

ICON LEGEND			
	Running Water		Whole Class
	Dirty		Software
	Supervision		Addl Requirements

QTY	Unit Name	Stock No.	Requirements					Rec. Space	Career Clusters	
			1	2	3	4	5			
1	Biomedical Engineering	86-0006	1	2			0	6 ft	STEM, Health Science	
1	Computer Aided Drafting (CADD)	72-5541					0	6 ft	Architecture/Construction	
1	Computer Graphics & Animation	72-3548					0	6 ft	Arts/AV/Communications	
0	Digital Manufacturing	72-3595					0	6 ft	Manufacturing, STEM	
1	Emergency & Fire Management Services	72-5531						6 ft	Law & Public Safety/Gov	
0	Employability Skills	72-5532				4		NA	Universal	
1	Energy & Power	72-3554					5	8 ft	STEM, Transportation	
0	Environment & Ecology	72-3556	1	2				6 ft	AG, STEM	
1	Flight & Drone Technology	72-3558	1	2	3	4		8 ft	STEM, Transportation	
1	Intro to Child Development	72-5506				4		6 ft	Human Services	
1	Intro to Health Science Careers	86-0550						8 ft	Health Science	
1	Materials Processing & Design	72-3564		2	3			8 ft	Manufacturing, Construction	
0	Personal Finance	72-5503				4		6 ft	Finance	
0	Research & Development	72-3570		2	3	4		5	8 ft	STEM, Manufacturing
0	Structural Engineering	72-3574		2	3	4	0	6 ft	STEM, Construction	
1	Video Production	72-3576				4		5	6 ft	Arts/AV/Communications

Young Mens Leadership Academy
5100 Willie St. Fort Worth, TX 76105

Furniture

Smith #	Furniture Description - Interchange & Planner Studio	Qty	Smith Systems List Price	Unit Price	Extension	Top Color	Edge Color	Frame Color
25214Butcher	36x72 Planner Studio Rectangle, Butcher Block top, 36" high fixed with casters	4	2,206.00	1,576.00	6,304.00	Butcher Block	Butcher Block	
04108	Interchange Rectangle Table - 30" x 72" x 22"-34"	9	751.00	536.00	4,824.00			
04080	Interchange Single-Student Desk - 20" x 27" x 22"-34"	4	347.00	248.00	992.00			
04084	Interchange Two-Student Desk - 20" x 54" x 22"-34"	12	445.00	318.00	3,816.00			
04125	Interchange Activity Table - Round - 48"	1	763.00	545.00	545.00			
04106	Interchange Rectangle Table - 30" x 48" x 22"-34"	1	613.00	438.00	438.00			
FURNITURE TOTAL					16,919.00			

Smith #	Furniture Description - Cascade	Qty	Smith Systems List Price	Unit Price	Extension	Top/Laminate Color (riser only)	End Panel / Edge Color	Base Color
26160	Cascade Teacher Bullet Desk BBF with left hand 30.5" H	1	1,162.00	830.00	830.00			
19198	Cascade Drawer Pedestal w/door & top, two 3" & one 12" totes with locks.	14	691.00	494.00	6,916.00			
MKCASTEACH	Master key for 19198 pedestal	1	10.00	7.50	7.50			
521v0000p	Cascade Mid-Cabinet (Casters) Doors w/ shelves & riser	1	1,523.00	1,088.00	1,088.00			
MKCASTEACH	Master key for all Cascade locking cabinets	1	10.00	7.50	7.50			
920009093P	Cascade Mega Tower (Casters) Doors w/ nine 3" and nine 6" and three 12" SW totes	1	2,906.00	2,076.00	2,076.00			
922012000P	Cascade Mega-Tower (Casters) Doors w/12 3" SW totes and Shelves	1	2,916.00	2,083.00	2,083.00			
220v06020p	Cascade Mid-Case (Casters) Doors w/ 6x3" & 2x6" totes & riser	4	1,628.00	1,163.00	4,652.00			
ACCESSORIES TOTAL					17,660.00			

Smith #	Furniture Description - Seating	Qty	Smith Systems List Price	Unit Price	Extension	Shell Color	Frame Color
11840	Flavors A Shell Adjustable Chair w/casters (teacher)	1	329.00	235.00	235.00		
11889	Flavors 24" Fixed Height Stool	8	133.00	95.00	760.00		
11849	Flavors 18" A Stack Chair	48	151.00	108.00	5,184.00		
SEATING TOTAL					6,179.00		

Stock #	Furniture Description - Maker Space & Manufacturing	Qty	Color	Unit Price	Extension
63-0813	6' Wx 30"D Bench with 1-3/4" Maple Top	1	Blue M4	900.00	900.00
CONSTRUCTION TOTAL					900.00

Without this form completed furniture orders will not be placed with the vendor.
It should be completed when you meet with customer to finalize color selections
Attach in CRM 100% of the time

Instructions for Furniture Delivery

DATE: 11/12/21

School	Young Mens Leadership Academy
Ship to Address	5100 Willie St. Fort Worth, TX 76105
District	Fort Worth ISD

	Name	Email	Phone
Furniture Contact for 24 hour call			
Who will meet the truck			

Deferred Delivery Date:

Location of room:
(i.e. 1st floor or higher, middle of building, outside access, etc.)

Receiving Hours

Lift gate required?(Yes/No)

Pallet jack needed?(Yes/No)

Any other delivery requirements:

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: APPROVE PURCHASE OF CODING PROGRAMMING LICENSES,
SUPPORT, AND PROFESSIONAL DEVELOPMENT**

BACKGROUND:

The Office of Innovation will provide coding exploration and engagement activities to Fort Worth ISD students for the 2021-2022 spring semester and for the full 2022-2023 school year. The purchase includes the continuation of licenses for elementary schools which have previously incorporated coding into their coursework, expansion into eight (8) secondary schools, extension into three (3) Mobile Science, Technology, Engineering, and Mathematics (STEM) trailers, rostering integration with the District single sign-on portal, premium and escalated support, and on-site professional development for teachers.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Coding Programming Licenses, Support, and Professional Development
2. Decline to Approve Purchase of Coding Programming Licenses, Support, and Professional Development
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Coding Programming Licenses, Support, and Professional Development

FUNDING SOURCE:

Additional Details

Special Revenue	289-11-6399-0WA-XXX-24-512-000000-20F12.....	\$234,100
	289-13-6299-0WA-999-24-512-000000-20F12.....	\$15,400

COST:

\$249,500

VENDOR:

Tynker

PURCHASING MECHANISM:

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 20-035
Number of Bid/Proposals received: 73
HUB Firms: 2
Compliant Bids: 71

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:

Benbrook Elementary School	Bonnie Brae Elementary School	Bruce Shulkey Elementary School
Burton Hill Elementary School	Cesar Chavez Elementary School	Como Elementary School
Como Montessori	Daggett Montessori	De Zavala Elementary School
Diamond-Hill Elementary School	Daggett Elementary School	Glen Park Elementary School
Greenbriar Elementary School	Luella Merrett Elementary School	Manuel Jara Elementary School
Meadowbrook Elementary School	M.H. Moore Elementary School	North Hi Mount Elementary School
Oakhurst Elementary School	Richard Wilson Elementary School	Ridglea Hills Elementary School
Sam Rosen Elementary School	South Hi Mount Elementary School	Springdale Elementary School
Versia Williams Elementary	W.M. Green Elementary	Westcliff Elementary School

School	School	
STEM Trailers (867-108, 867-109, and to be determined)	Arlington Heights High School	I.M. Terrell Academy
North Side High School	O.D. Wyatt High School	Paschal High School
Polytechnic High School	South Hills High School	Trimble Tech High School

RATIONALE:

Over the past two (2) years, students at the elementary, middle, and high school levels have engaged in coding curriculum and instruction. Informal feedback demonstrated success in deepening student knowledge and skills by means of access during and outside of class time. Content at the high school level included Advanced Placement (AP) preparation materials, aligned to the AP Test.

INFORMATION SOURCE:

David Saenz



Quote Q13529v4

Neuron Fuel, Inc. dba Tynker
 650B Fremont Avenue #330
 Los Altos, California 94024-4812
 United States

Quote Date: October 16, 2021
Quote Expires: December 15, 2021

Bill To:
 Fort Worth Independent School District
 100 North University Drive, Suite 300
 Fort Worth, Texas 76107
 United States

Prepared for:
 Stephanie Tennyson
 stephanie.tennyson@fwisd.org
 +1-817-814-1530

Prepared By:
 Venkat Varada
 venkat@tynker.com
 +1-408-426-0425

Description	Quantity	Price	Extended	Discount	Total
TYNKER CERTIFICATION APPLICATION VOUCHER Voucher for Educator Credential Application Fees Can be used for > Tynker Certified Educator Level 2 > Tynker Distinguished Educator Educators must complete required training and activities to apply. Successful Educators receive > Digital Badge > Digital Certificate Issued credentials are valid for 3 years. Voucher valid for ONE Educator Credential application License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year	38	\$100.00	\$3,800.00	100.00%	\$0.00
TYNKER PREMIUM PLAN DISTRICT DASHBOARD District Level License Administration and Analytics District, School, Classroom, and Student Metrics Detailed Student Progress/Usage Analytics Required for District Implementations FERPA, COPPA, PPRA, GDPR Management Tools School Year Price per Site (Unlimited Students) License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year	38	\$200.00	\$7,600.00	100.00%	\$0.00
TYNKER PREMIUM PLAN ELEMENTARY SCHOOL Digital Curriculum & Instructional Materials 27 Coding Courses for Web & iPad: GoTyn.kr/K5 > 10 Tynker Jr iPad Courses w/Voice-Overs > 8 Programming + 6 STEM + 3 Interest-based > Mapped to CSTA, ISTE, NGSS standards Real-time Learning Metrics/Progress Reports Built-in Assessments & SmartPass Student Logins Standard Professional Development & Support FERPA, COPPA, PPRA, GDPR Compliant School Year License for 400 Named Student Accounts License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year	30	\$3,000.00	\$90,000.00	50.00%	\$45,000.00
TYNKER PREMIUM PLAN ROSTERING INTEGRATION Rostering and Sign-in for Apple Classroom (iPad only), Clever, Google Classroom, Tynker. Flexible Rostering Formats (manual, spreadsheets, APIs) Required for District Implementations School Year Price per Site (Unlimited Students) License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year	38	\$200.00	\$7,600.00	50.00%	\$3,800.00
TYNKER PREMIUM SUPPORT Escalated Support SLA (support@tynker.com) > 1 Business Day First Response > Program Implementation Coaching School Year Price per Site (Unlimited Teachers) License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year	38	\$600.00	\$22,800.00	100.00%	\$0.00

<p>TYNKER PREMIUM TRAINING WEB-BASED PD Customized Online Professional Development PD Topics include</p> <ul style="list-style-type: none"> > In-Depth Scope and Sequence Review > Management Tools, Rostering, Assessments > Best Practices, Tips and Tricks <p>Non-Certification Track Two-Hour Training (up to 40 participants) License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year</p>	2	\$500.00	\$1,000.00	100.00%	\$0.00
<p>TYNKER PREMIUM PLAN HIGH SCHOOL Digital Curriculum & Instructional Materials 9 Coding Courses for Web: GoTyn.kr/HS</p> <ul style="list-style-type: none"> > Intro to Programming: Tynker Blocks & Processing > 2-Semester Programming Pathway: Python > 2-Semester Web Development Pathway: HTML & JS > College Board Ready: AP CS A & CS Principles > Hardware Programming: Micropython on micro:bit <p>Real-time Learning Metrics/Progress Reports Built-in Assessments & Student Management Standard Professional Development & Support FERPA, COPPA, PPRA, GDPR Compliant School Year License for 100 Named Student Accounts License Period {January 1, 2022 - May 31, 2022} 2nd Sem 2021-22 School year. Covers upto 1000 students</p>	8	\$6,000.00	\$48,000.00	50.00%	\$24,000.00
<p>TYNKER CERTIFICATION APPLICATION VOUCHER Voucher for Educator Credential Application Fees Can be used for</p> <ul style="list-style-type: none"> > Tynker Certified Educator Level 2 > Tynker Distinguished Educator <p>Educators must complete required training and activities to apply. Successful Educators receive</p> <ul style="list-style-type: none"> > Digital Badge > Digital Certificate <p>Issued credentials are valid for 3 years. Voucher valid for ONE Educator Credential application License Period {August 1, 2022 - June 13, 2023} 2022-23 School year</p>	38	\$100.00	\$3,800.00	100.00%	\$0.00
<p>TYNKER PREMIUM PLAN DISTRICT DASHBOARD District Level License Administration and Analytics District, School, Classroom, and Student Metrics Detailed Student Progress/Usage Analytics Required for District Implementations FERPA, COPPA, PPRA, GDPR Management Tools School Year Price per Site (Unlimited Students) License Period {August 1, 2022 - June 30, 2023} 2022-23 School year</p>	38	\$200.00	\$7,600.00	100.00%	\$0.00
<p>TYNKER PREMIUM PLAN ELEMENTARY SCHOOL Digital Curriculum & Instructional Materials 27 Coding Courses for Web & iPad: GoTyn.kr/K5</p> <ul style="list-style-type: none"> > 10 Tynker Jr iPad Courses w/Voice-Overs > 8 Programming + 6 STEM + 3 Interest-based > Mapped to CSTA, ISTE, NGSS standards <p>Real-time Learning Metrics/Progress Reports Built-in Assessments & SmartPass Student Logins Standard Professional Development & Support FERPA, COPPA, PPRA, GDPR Compliant School Year License for 400 Named Student Accounts License Period {August 1, 2022 - June 30, 2023} 2022-23 School year. Covers 30 elementary sites</p>	1	\$90,000.00	\$90,000.00	30.00%	\$63,000.00



TYNKER PREMIUM PLAN HIGH SCHOOL Digital Curriculum & Instructional Materials 9 Coding Courses for Web: GoTyn.kr/HS > Intro to Programming: Tynker Blocks & Processing > 2-Semester Programming Pathway: Python > 2-Semester Web Development Pathway: HTML & JS > College Board Ready: AP CS A & CS Principles > Hardware Programming: Micropython on micro:bit Real-time Learning Metrics/Progress Reports Built-in Assessments & Student Management Standard Professional Development & Support FERPA, COPPA, PPRA, GDPR Compliant School Year License for 100 Named Student Accounts License Period {August 1, 2022 - June 30, 2023} <i>2022-23 School year. Covers upto 2250 students at 8 sties</i>	1	\$135,000.00	\$135,000.00	30.00%	\$94,500.00
TYNKER PREMIUM TRAINING ON-SITE PD On-Site Professional Development Hands-On Learning Format. PD Topics include > In-Depth Scope and Sequence Review > Management Tools, Rostering, Assessments > Introduction to Coding > Best Practices, Tips and Tricks Certification Track: Tynker Certified Educator Level 1 One Day Training (up to 40 participants) License Period {August 1, 2022 - June 30, 2023} 2022-23 School year	1	\$4,000.00	\$4,000.00	%	\$4,000.00
TYNKER PREMIUM PLAN ROSTERING INTEGRATION Rostering and Sign-in for Apple Classroom (iPad only), Clever, Google Classroom, Tynker. Flexible Rostering Formats (manual, spreadsheets, APIs) Required for District Implementations School Year Price per Site (Unlimited Students) License Period {August 1, 2022 - June 30, 2023} 2022-23 School year	38	\$200.00	\$7,600.00	50.00%	\$3,800.00
TYNKER PREMIUM SUPPORT Escalated Support SLA (support@tynker.com) > 1 Business Day First Response > Program Implementation Coaching School Year Price per Site (Unlimited Teachers) License Period {August 1, 2022 - June 30, 2023} 2022-23 School year	38	\$600.00	\$22,800.00	50.00%	\$11,400.00
TYNKER PREMIUM TRAINING WEB-BASED PD Customized Online Professional Development PD Topics include > In-Depth Scope and Sequence Review > Management Tools, Rostering, Assessments > Best Practices, Tips and Tricks Non-Certification Track Two-Hour Training (up to 40 participants) License Period {August 1, 2022 - June 30, 2023} 2022-23 School year	2	\$500.00	\$1,000.00	100.00%	\$0.00

Note:
Thank you! -Venkat

Quote Subtotal: \$452,600.00
Quote Discount: 44.87%
Quote Total: \$249,500.00

To confirm your order, please send a purchase order to sales@tynker.com OR e-sign below.

Name:

Date:

Title:

Organization:

Signature:

You may also print and sign. Please email to sales@tynker.com OR fax to +1-866-489-4928.



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**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION
CLASSROOM AND LAB EQUIPMENT FOR HEALTH SCIENCE****

BACKGROUND:

The 2017 Bond has provided for significant structural and furniture upgrades to Career and Technical Education (CTE) programs across the District. The new spaces allocated to Fort Worth ISD (FWISD) CTE programs allow for the most current equipment to be provided to these programs so that students are able to train for their chosen career and industry-based certifications in an environment that meets or exceeds current industry standards. With Health Science being a high-wage, high-need technical career in the health industry, North Side and Trimble Tech High Schools require health science equipment updates on a regular basis to ensure FWISD students remain competitive in their chosen career pathway.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Health Science
2. Decline to Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Health Science
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Health Science

FUNDING SOURCE:

Additional Details

General Fund	198-11-6299-001-xxx-22-501-000000.....	\$10,235
	198-11-6398-001-xxx-22-501-000000.....	\$99,962

COST:

\$121,215.60
(Total includes 10% contingency of \$11,019.60)

VENDOR:

Pocket Nurse

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-071

Number of Bid/Proposals received: 119

HUB Firms: 10

Compliant Bids: 119

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:

North Side High School

Trimble Tech High School

RATIONALE:

This up-to-date industry-standard equipment will provide FWISD students with the best opportunity to obtain industry-based certifications and career readiness skills.

INFORMATION SOURCE:

David Saenz

Bill to: Fort Worth ISD
 100 N University Dr
 Ste NW 140 E
 Fort Worth, TX 76107

Phone: (817) 814-2130
 Ship to: Trimble Technical High School
 1003 W Cannon ST
 FORT WORTH, TX 76104

Phone: (817) 814-1630
 Attn: Stephen Szyndler-CTE HST

Quote Number : **1240976-0**

Customer# : 013249

Quote Date : 11/11/2021

Expire Date : 01/10/2022

Quoted To : J Akinluyi'abe

Entered By : Bailey Salvati

Terms : NET 30

Shipping Method : Ground

Ship Acct# :

Send Purchase Order To:
 Accnt Mgr: Terry Kitchen
 Email: cs@pocketnurse.com
 Phone: 1-800-225-1600

Customer/Order Instructions

TOTAL MAY NOT INCLUDE APPLICABLE SALES TAX

Line	Qty	U/M	Item #	Description	Price	Per	Extension
0001	12	EA	03-75-070	Personal Protection Organizer Beige Plastic Wall Mount	185.40	EA	2,224.80
0002	1	EA	04-50-5015	Pocket Nurse® Stainless Steel Bassinets with 1 Drawer/ Shelf	547.35	EA	547.35
0003	1	EA	04-50-1300	Pocket Nurse® Basic Radiant Infant Warmer for Simulation	2,821.60	EA	2,821.60
0004	6	EA	02-24-4400	Stand Mobile for Spot Vital Signs 4400	403.20	EA	2,419.20
0005	6	EA	02-24-4401	Spot Vital Signs 4400 Device with NIBP/Temp	2,242.80	EA	13,456.80
0006	3	EA	06-54-050	IV Pole 2 Hook w/4 Caster Base Chrome Plated Steel	33.67	EA	101.01
0007	1	EA	05-84-2392-WHLWR	Affinity Fitted Birthing Sheet UltraKnit Lower	13.95	EA	13.95
Item Notes							
PLEASE NOTE - VENDOR DIRECT ITEM: This item is a special order item that we will requisition from our vendor specifically for this order. Once the order is placed, we are unable to modify or cancel the order. Lead time for these items may take between 3-6 weeks to arrive.							
0008	1	EA	05-84-2392-WHUPPR	Affinity Fitted Birthing Sheet UltraKnit Upper	20.69	EA	20.69
Item Notes							
PLEASE NOTE - VENDOR DIRECT ITEM: This item is a special order item that we will requisition from our vendor							

Continued on next page....



Quote Number : **1240976-0**

Customer# : 013249

Quote Date : 11/11/2021

Expire Date : 01/10/2022

Line	Qty	U/M	Item #	Description	Price	Per	Extension
specifically for this order. Once the order is placed, we are unable to modify or cancel the order. Lead time for these items may take between 3-6 weeks to arrive.							
0009	5	EA	04-50-7377-NG	Multi-Position 4 Rail Bed Pkg 3 Drawer Synergy 1000	2,875.00	EA	14,375.00
Item Notes							
PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .							
0010	1	EA	35-97-2200	White Glove Svc Graham Field	3,177.02	EA	3,177.02
Item Notes							
THIS IS FOR THE 5 SYNERGY BED PACKAGES ONLY							
Shipping to your facility Inside Delivery to your facility Set up of Delivered Products Removal of all Packing Materials							
0011	1	EA	04-50-3700-REFURB	Hill-Rom Birthing Bed Affinity III 500LB	4,051.00	EA	4,051.00
Item Notes							
PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .							
0012	1	EA	35-97-2100	White Glove Service Monet	1,940.00	EA	1,940.00
Item Notes							
THIS IS FOR THE BIRTHING BED ONLY							
Shipping to your facility Inside Delivery to your facility							
0013	4	EA	04-25-4224	Cart Media w/ Cabinet 3 Shelf 24x42IN	250.99	EA	1,003.96
Item Notes							
PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .							
0014	1	EA	04-50-0572-BLK	Blood Drawing Chair w/ Drawer	719.99	EA	719.99

Continued on next page....



Quote Number : 1240976-0

Customer# : 013249

Quote Date : 11/11/2021

Expire Date : 01/10/2022

Line	Qty	U/M	Item #	Description	Price	Per	Extension
				Designer			
				Item Notes			
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0015	2	EA	04-25-8524-RBLU	Cart Linen 4 Shelf Small with Mesh Cover PVC	458.98	EA	917.96
				Item Notes			
				PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .			
0016	1	EA	04-71-6120-36IN	Laminar Flow Cabinet PurAir-Flow	1,995.00	EA	1,995.00
				Item Notes			
				PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .			
0017	1	EA	04-25-1620-36IN	Mobile Cart for 04-71-6120	595.00	EA	595.00
				Item Notes			
				PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .			
0018	5	EA	05-84-7000	Pocket Nurse® Bed Linen Pkg NON RETURNABLE	45.89	EA	229.45
0019	1	EA	04-25-6363	Cart Mobile 3 Shelf Deep Ledge With Microban Protection Blue	467.99	EA	467.99
				Item Notes			
				PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .			
0020	1	EA	04-25-2602-BGE	Omnimed Open Chart Cart Rack Vertical 20 Capacity	899.99	EA	899.99
				Item Notes			

Continued on next page....



Quote Number : 1240976-0

Customer# : 013249

Quote Date : 11/11/2021

Expire Date : 01/10/2022

Line	Qty	U/M	Item #	Description	Price	Per	Extension
PLEASE NOTE - VENDOR DIRECT ITEM: This item is a special order item that we will requisition from our vendor specifically for this order. Once the order is placed, we are unable to modify or cancel the order. Lead time for these items may take between 3-6 weeks to arrive.							
0021	2	EA	04-25-8223	Shelving Unit Mobile Slanted Wire with 30 Blue Bins	503.07	EA	1,006.14
Item Notes							
PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .							
0022	1	EA	04-25-2018-18IN	Hamper Round Chrome	153.89	EA	153.89
0023	1	EA	04-25-8230-BLU	Rack Mobile with 7 Tubs	490.48	EA	490.48
Item Notes							
PLEASE NOTE - Direct Vendor Ship - Special order item that we will requisitioned from our vendor and is non-cancellable. Lead time of 2 to 6 weeks on average. Returns are subject to our published Terms and Conditions policy in our catalog publications and available online at https://www.pocketnurse.com/terms_and_conditions_domestic .							
					SubTotal		53,628.27

Signature: _____

Transportation charges on shipments from Pocket Nurse cover dock-to-dock or dock-to-curb deliveries. Please read our complete Shipping Disclaimer in the Terms and Conditions. If additional shipping charges are incurred by Pocket Nurse due to customer requests or refusal of shipment, charges will revert to the customer. Accessorial charges may include, but are not limited to, change of address, residential delivery, inside delivery, stair charges, redelivery, and storage.

Shipping & Handling - Percent
1,469.73

83

Page: 4 NOTIFICATION WILL BE PROVIDED IF TARIFFS IMPACT ANY OPEN QUOTES.

Send Purchase Order to: cs@pocketnurse.com
Total USD
55,098.00

Bill to: Fort Worth ISD
 100 N University Dr
 Ste NW 140 E
 Fort Worth, TX 76107

Phone: (817) 814-2130
 Ship to: North Side High School
 2211 MCKINLEY AVE
 FORT WORTH, TX 76164-7739

Phone: (817) 814-1630
 Attn: Antonio Martinez-CTE HST

Quote Number : **1240970-0**

Customer# : 013249

Quote Date : 11/11/2021

Expire Date : 01/10/2022

Quoted To : J Akinluyi'abe

Entered By : Bailey Salvati

Terms : NET 30

Shipping Method : Ground

Ship Acct# :

Send Purchase Order To:
 Accnt Mgr: Terry Kitchen
 Email: cs@pocketnurse.com
 Phone: 1-800-225-1600

Customer/Order Instructions

TOTAL MAY NOT INCLUDE APPLICABLE SALES TAX

Line	Qty	U/M	Item #	Description	Price	Per	Extension
0001	12	EA	03-75-070	Personal Protection Organizer Beige Plastic Wall Mount	185.40	EA	2,224.80
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0003	1	EA	04-50-1300	Pocket Nurse® Basic Radiant Infant Warmer for Simulation	2,821.60	EA	2,821.60
0004	6	EA	02-24-4400	Stand Mobile for Spot Vital Signs 4400	403.20	EA	2,419.20
0005	6	EA	02-24-4401	Spot Vital Signs 4400 Device with NIBP/Temp	2,242.80	EA	13,456.80
0006	3	EA	06-54-050	IV Pole 2 Hook w/4 Caster Base Chrome Plated Steel	33.67	EA	101.01
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Continued on next page....



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Shipping to your facility Inside Delivery to your facility Set up of Delivered Products Removal of all Packing Materials							
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0017	1	EA	04-25-1620-36IN	Mobile Cart for 04-71-6120	595.00	EA	595.00
				Item Notes			
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0023	1	EA	04-25-8230-BLU	Rack Mobile with 7 Tubs	490.48	EA	490.48
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					SubTotal		53,628.27

Signature: _____

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Shipping & Handling - Percent
1,469.73

87

Page: 4 NOTIFICATION WILL BE PROVIDED IF TARIFFS IMPACT ANY OPEN QUOTES.

Send Purchase Order to: cs@pocketnurse.com
Total USD
55,098.00

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION CLASSROOM AND LAB EQUIPMENT FOR ENGINEERING AND ROBOTICS**

BACKGROUND:

The 2017 Bond has provided for significant structural and furniture upgrades to Career and Technical Education (CTE) programs across the district. The new spaces allocated to FWISD CTE programs allow for the most current equipment to be provided to these programs so that students are able to train for their chosen career and industry-based certifications in an environment that meets or exceeds current industry standards. Engineering and Robotics, the high-wage, high-need programs impacted by this purchase, requires equipment updates on a regular basis to ensure FWISD students remain competitive in their chosen career pathway.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Engineering and Robotics
2. Decline to Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Engineering and Robotics
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Career and Technical Education Classroom and Lab Equipment for Engineering and Robotics

FUNDING SOURCE: *Additional Details*

General Fund 198-11-6396-001-083-22-423-000000

COST:

\$90,930
(Includes 10% contingency)

VENDOR:

HP, 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 Interlocal Purchasing System, Contracts 200904-200105. 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:

Young Men’s Leadership Academy (YMLA)

RATIONALE:

This up-to-date industry-standard equipment will provide FWISD students with the best opportunity to obtain industry-based certifications and career readiness skills.

INFORMATION SOURCE:

Marlon Shears



November 30, 2021

FORT WORTH ISD
100 N UNIVERSITY STE NW 140 E
FORT WORTH, TX 76107-0000

Dear Lenora Scales,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: TX - TEXAS DEPT OF INFORMATION RESOURCES [DIR-TSO-4159] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

All Purchase Orders need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Orders should be either Faxed to 800-825-2329, emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

Ordering address:

HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Firefly 14 G8 Qty 50 Win 11

HP Customer Quote 2747184
Contract Number: TX - TEXAS DEPT OF INFORMATION
RESOURCES [DIR-TSO-4159]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO
NOT SHARE

Information & Details

Organization name: FORT WORTH ISD
Catalog name: TX - TEXAS DEPT OF INFORMATION
RESOURCES [DIR-TSO-4159]
Created by: jessica.fleming@hp.com
Partner Agent ID:
Name: jessica.fleming@hp.com
Email: lenora.scales@fwisd.org
Phone: 817-814-3011
Email notification: jessica.fleming@hp.com
Created: November 30, 2021
Expires: December 30, 2021
Payment method:
Quote total: USD 82,663.00

Billing Information

OM ID: 0900253230
Company: FORT WORTH ISD
Address:
100 N UNIVERSITY STE NW 140 E
City : FORT WORTH
State/Province: Texas
Zip/postal code: 76107-0000
Country: US
Attention to:
Email:
Phone:
Fax:

Shipping Information

Company: FORT WORTH ISD
Address:
100 N UNIVERSITY STE NW 140 E
City: FORT WORTH
State/Province: Texas
Zip/postal code: 76107-0000
Country: US
Attention to:
Email:
Phone:
Fax:
Delivery date:
Shipping options:
Shipping method:

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Configurable HP Zbook Firefly 14 G8 Series IDS Reference Model: 33628420 Configuration: 34850280		50	USD 1,365.26 USD 2,088.59 Special price valid until 01/31/2022	USD 68,263.00
275W2AV	HP IDS DSC i7-1185G7 16GB 14 G8 Base NB PC		1		
1A2J2AV	Standard Packaging		1		
4SS11AV#ABA	OS Localization		1		
53T85AV	Windows 11 Pro 64		1		
1A2M7AV	Integrated HD 720p DualAryMic Webcam		1		
1A2F7AV	14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam bent		1		
1A2M3AV	512GB PCIe NVMe Value Solid State Drive		1		
1A2H2AV	No Near Field Communication (No NFC)		1		
275X2AV	Intel Wi-Fi 6 AX201 ax 2x2 MU-MIMO 160MHz +Bluetooth 5 WW with 2 Antennas		1		
2U5E2AV	No WWAN for DSC		1		
1A2H1AV	No Fingerprint Sensor		1		
1A2H3AV	No SmartCard Reader		1		
1A2F0AV	3 Cell 53 WHr Long Life		1		
1A2E9AV	65 Watt Smart nPFC Right Angle AC Adapter		1		
1A2S9AV#ABA	C5 1.0m Tag Conventional Power Cord	91	1		
1A2T7AV#ABA	3/3/0 Warranty		1		



Firefly 14 G8 Qty 50 Win 11

HP Customer Quote 2747184
Contract Number: TX - TEXAS DEPT OF INFORMATION
RESOURCES [DIR-TSO-4159]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO
NOT SHARE

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
2KY02AV	DIB No Adobe Software		1		
275X0AV	AMT Enabled		1		
1A2S8AV#ABA	Country Localization		1		
1A2W7AV#ABA	Dual Point spill-resistant Premium Keyboard		1		
3E756AV	Electronic TCO Certified labeling		1		
2E0U1AV	InTile Capable		1		
1Y630AV	Electronic Energy Star labeling (EStar)		1		
18P81AV	Core i7 vPro sz3 G11 Label		1		
U02BWE	HP 4 year Next Business Day Response Onsite w /Accidental Damage Protection NB HW Supp		50	USD 248.00 USD 281.52 Special price valid until 01/31/2022	USD 12,400.00
F0G77AA	HP Account Management Support-Level 3		50	USD 1.00	USD 50.00
Y0K74AA	DLG-FWISD Laptop with install	YOK74AA	50	USD 39.00	USD 1,950.00
Special pricing code: 43531851			Subtotal		USD 82,663.00
			Estimated Total		USD 82,663.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: **APPROVE RENEWAL OF LIBRARY MANAGEMENT SYSTEM SOFTWARE**

BACKGROUND:

The library management system provides materials circulation, cataloging, inventory, and reporting capabilities for 127 sites. The system interface also provides students online access to search school library catalogs, access eBooks, digital audiobooks, and provides a website for school librarians to share links to subscription databases and open educational resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Library Management System Software
2. Decline to Approve Renewal of Library Management System Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Library Management System Software

FUNDING SOURCE: *Additional Details*

General Fund	199-12-6399-001-XXX-99-217-000000
--------------	-----------------------------------

COST:

\$123,497.34

VENDOR:

Follett School Solutions, LLC

PURCHASING MECHANISM:

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 44.03(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

Library management system software provides students with an online catalog of print and digital resources available to them through the school library program, and provides school librarians and library support staff the tools to manage inventory and assets.

INFORMATION SOURCE:

Marcey Sorensen

RENEWAL QUOTE



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Customer	FT WORTH IND SCH DIST

FT WORTH IND SCH DIST
 100 N UNIVERSITY DR
 STE NW 140-E
 FORT WORTH TX 76107

Quote Summary	Payable in USD
Quote Total	\$123,497.34
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below	

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
 Follett School Solutions, LLC
 91826 Collection Center Drive
 Chicago, IL 60693 USA

Follett School Solutions, LLC.
 1340 Ridgeview Drive
 McHenry, IL 60050 USA
 Email: FSSorders@follett.com

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M PATE ELEM SCH - 4203806				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ALICE CARLSON APPLIED LRNG CTR - 4206801				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ALICE CONTRERAS ELEM SCH - 4208832				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ARLINGTON HEIGHTS HIGH SCH - 4203757				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ATWOOD MCDONALD ELEM SCH - 4203794				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
BENBROOK ELEM SCH - 4233030				

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48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
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BENBROOK HIGH SCH - 4212094					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
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BENBROOK MDL SCH ANNEX - 4214498					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
				Site Total	\$972.42
BILL J ELLIOT ELEM SCH - 4206367					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
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BONNIE BRAE ELEM SCH - 4209148					
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BOULEVARD HEIGHTS SCH - 4203758					
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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
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BRUCE SHULKEY ELEM SCH - 4203760					
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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
				Site Total	\$972.42
BURTON HILL ELEM SCH - 4203761					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	
				Site Total	\$972.42
CARROLL PEAK ELEM SCH - 4203807					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00	

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				Site Total \$972.42
CARTER PARK ELEM SCH - 4203762				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
CARTER-RIVERSIDE HIGH SCH - 4203756				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
CESAR CHAVEZ PRIM SCH - 4209144				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
CHARLES E NASH ELEM SCH - 4203801				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
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CHRISTENE MOSS ELEM SCH - 4203775				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
CLIFFORD DAVIS ELEM SCH - 4209146				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
COMO ELEM SCH - 4203764				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
COMO MONTESSORI SCH - 4233310				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
				Site Total \$972.42
D MCRAE ELEM SCH - 4203765				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DAGGETT MONTESORRI - 4209151				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DAVID K SELLARS FINE ARTS ACAD - 4234940				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DE ZAVALA ELEM SCH - 4203768				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DELORES HUERTA ELEM SCH - 4209150				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DIAMOND HILL ELEM SCH - 4203769				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
DIAMOND HILL-JARVIS HIGH SCH - 4233440				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
E M DAGGETT ELEM SCH - 4203766				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
E M DAGGETT MDL SCH - 4203773				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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EARLY CLG HIGH/TARRANT CO CLG - 4214696				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
EAST HANDLEY ELEM SCH - 4233455				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
EASTERN HILLS ELEM SCH - 4203778				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
EASTERN HILLS HIGH SCH - 4203779				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
EDWARD J BRISCOE ELEM SCH - 4206523				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ELLIS PRIM SCH - 4209147				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
FOREST OAK MDL SCH - 4203780				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
FT WORTH PROFESSIONAL LIB - 4212167				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
GEORGE CLARKE ELEM SCH - 4203781				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
GLEN PARK ELEM SCH - 4203782				
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Site Total				\$972.42
GLENCREST 6TH GRADE MDL SCH - 4233694				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
GREENBRIAR ELEM SCH - 4203784				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
H V HELBING ELEM SCH - 4203787				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
HANDLEY MDL SCH - 4203786				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
HARLEAN BEAL ELEM SCH - 4233669				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
HAZEL HARVEY PEACE ELEM SCH - 4211100				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
HUBBARD HEIGHTS ELEM SCH - 4203788				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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IM TERRELL ACAD-VPA/STEM - 4214697				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
J MARTIN JACQUET MDL SCH - 4205719				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
J P ELDER MDL SCH - 4203789				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
J T STEVENS ELEM SCH - 4235045				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
JEAN MCCLUNG MDL SCH - 4212091				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
JO KELLY SCH - 4205209				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
JOHN T WHITE ELEM SCH - 4212092				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
KIRKPATRICK MDL SCH - 4203797				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
LEONARD MDL SCH - 4203791				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
LILY B CLAYTON ELEM SCH - 4203792				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
LOWERY ROAD ELEM SCH - 4208796				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
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LUELLA MERRETT ELEM SCH - 4203812				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
M H MOORE ELEM SCH - 4203793				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MANUEL JARA ELEM SCH - 4203763				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MARY LOUISE PHILLIPS ELEM SCH - 4203808				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MAUDE I LOGAN ELEM SCH - 4203771				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MAUDRIE M WALTON ELEM SCH - 4203814				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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MCLEAN SIXTH GRADE SCH - 4208797				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MEADOWBROOK ELEM SCH - 4203795				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MEADOWBROOK MDL SCH - 4203796				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
METRO OPPORTUNITY SCH - 4205327				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MILTON L KIRKPATRICK ELEM SCH - 4203790				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MITCHELL BOULEVARD ELEM SCH - 4203798				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MORNINGSIDE ELEM SCH - 4203799				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
MORNINGSIDE MDL SCH - 4203800				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
NATHAN HOWELL ELEM SCH - 4234080				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
NORTH HI MOUNT ELEM SCH - 4234200				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
O D WYATT HIGH SCH - 4203803				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
OAKHURST ELEM SCH - 4203804				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
OAKLAWN ELEM SCH - 4203805				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
VERTON PK ELEM SCH - 4214928				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
PAUL LAURENCE DUNBAR HIGH SCH - 4233451				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
POLYTECHNIC HIGH SCH - 4203809				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
R L PASCHAL HIGH SCH - 4203810				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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RICHARD J WILSON ELEM SCH - 4203819				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
RIDGLEA HILLS ELEM SCH - 4203811				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
RIVERSIDE APPLIED LRNG CTR - 4203759				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
RIVERSIDE MDL SCH - 4203813				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
ROSEMONT MDL SCH - 4203815				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
RUFINO MENDOZA ELEM SCH - 4203767				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
S S DILLOW ELEM SCH - 4203770				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SAGAMORE HILL ELEM SCH - 4203817				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SAM ROSEN ELEM SCH - 4203818				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SEMINARY HILLS PARK ELEM SCH - 4209149				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SOUTH HI MOUNT ELEM SCH - 4203820				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SOUTH HILLS ELEM SCH - 4203821				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SOUTH HILLS HIGH SCH - 4208201				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SOUTHWEST HIGH SCH - 4203822				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SPRINGDALE ELEM SCH - 4203823				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
SUNRISE-MCMILLIAN ELEM SCH - 4203824				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
T A SIMS ELEM SCH - 4203273				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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TANGLEWOOD ELEM SCH - 4235375				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
THE ACAD ON CAMP BOWIE - 4206905				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
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TRIMBLE GREEN TECH HIGH SCH - 4203783				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
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VAN ZANDT-GUINN ELEM SCH - 4203785				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
VERSIA L WILLIAMS ELEM SCH - 4203826				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
W A MEACHAM MDL SCH - 4203827				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
W C STRIPLING MDL SCH - 4203828				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
W J TURNER ELEM SCH - 4203825				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
W M GREEN ELEM SCH - 4203829				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
W P MCLEAN MDL SCH - 4203830				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WASHINGTON HEIGHTS ELEM SCH - 4203831				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WAVERLY PARK ELEM SCH - 4203832				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WEDGWOOD 6TH GRADE MDL SCH - 4200159				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WEDGWOOD MDL SCH - 4203833				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WEST HANDLEY ELEM SCH - 4207062				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WESTCLIFF ELEM SCH - 4203834				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WESTCREEK ELEM SCH - 4203836				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42

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RENEWAL QUOTE



Page	15
Quote#	7615446
Issue Date	10/06/2021
Expiration Date	01/31/2022
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
WESTERN HILLS ELEM SCH - 4203837				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WESTERN HILLS HIGH SCH - 4203840				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WESTERN HILLS PRIM SCH - 4208798				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WESTPARK ELEM SCH - 4206366				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WILLIAM JAMES MDL SCH - 4233663				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WILLIAM MONNIG MDL SCH - 4203838				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WOODWAY ELEM SCH - 4200073				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WORLD LANGUAGES INST - 4203816				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
Site Total				\$972.42
WORTH HEIGHTS ELEM SCH - 4203839				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42

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 Canada: 877-857-7870 or email canada@follett.com
 Outside the US or Canada: email international@follett.com

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RENEWAL QUOTE



Page	16
Quote#	7615446
Issue Date	10/06/2021
Expiration Date	01/31/2022
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
			Site Total	\$972.42
YOUNG MENS LEADERSHIP ACAD - 4203772				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
			Site Total	\$972.42
YOUNG WOMENS LEADERSHIP ACAD - 4207382				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/30/2021	08/31/2022	\$822.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/30/2021	08/31/2022	\$150.00
			Site Total	\$972.42

End of Quote

If you have any questions about this quote, please contact us:
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**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: APPROVE CONTRACT RENEWALS FOR ONDATA SUITE, TEXAS
STUDENT DATA SYSTEM (TSDS) AND COMPREHENSIVE
CONTRACT SERVICES FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for OnData Suite, Texas Student Data System (TSDS) and Comprehensive Contract Services to support the Public Education Information Management System (PEIMS) and TSDS submissions required by the Texas Education Agency (TEA). The contract term is for September 1, 2021 – August 31, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract Renewals for OnData Suite, Texas Student Data System (TSDS) and Comprehensive Contract Services for the 2021-2022 School Year
2. Decline to Approve Contract Renewals for OnData Suite, Texas Student Data System (TSDS) and Comprehensive Contract Services for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewals for OnData Suite, Texas Student Data System (TSDS) and Comprehensive Contract Services for the 2021-2022 School Year

FUNDING SOURCE:

Additional Details

General Fund	199-53-6399-818-750-99-402-000000.....	\$42,821.90
	199-31-6299-818-999-99-402-000000.....	\$10,100.00

COST:

\$52,921.90

VENDOR:

Education Service Center (ESC) Region 11

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Service Center - Region XI, Master Contract 54541. Supporting documentation is attached. The recommended vendor is listed above.

Master Interlocal Agreement Contract Number 54541.

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 support the review, analysis and submission of the required PEIMS and TSDS Core Collections by TEA.

INFORMATION SOURCE:

Michael Ball

TSDS Contract (PEIMS, studentGPS Dashboard, TIMS, UID, Collections) 2021-2022

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2021, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

Services Provided by TEA

- Explain the overall data requirements to ESC personnel
- Provide and maintain the *Texas Education Data Standards (TEDS)*, and the *STUDENT ATTENDANCE ACCOUNTING HANDBOOK (SAAH)*
- Provide the ESC and district with a standard editing and reporting system (TSDS)

Services Provided by ESC Region 11

- Send the data required (ACCEPT) by the current Texas Education Data Standards (TEDS) to TEA by the specified due dates for each submission/re-submission.
- Review the district data using edit rules and reports supplied by TEA, assuring that all fatal errors are corrected.
- Assist the district with its data submission to TEA's TSDS server.
- Notify district when its data has been accepted by the ESC and made available for further processing by TEA.
- Facilitate the accuracy and timely delivery of data.
- Explain the overall data collection requirement for PEIMS and Enrollment Tracking (ET) to district personnel.
- Train school district personnel to adequately meet the data submission requirement, covering:
 - o Overall data flow
 - o Delivery schedule
 - o Data element definitions
 - o Data submission formats
 - o Editing requirements
 - o Correction cycle
 - o Approval of summary report and error listing
 - o Operation of the web-based TSDS system
 - o Operation of the Enrollment Tracking (ET) System
 - o TSDS Unique ID Corrections
- Consult with districts to assist them in preparing the data submission and to ensure data quality and compliance to schedules
- ESC TSDS staff will coordinate assistance by:
 - o Answering questions about the Texas Education Data Standards (TEDS) and Student Attendance Accounting Handbook
 - o Organizing the data submission schedule

- o Answering questions about the edit and summary reports
- o Organizing the error correction schedule
- o Initiating the final approval of the district's submission to TEA
- o Providing assistance for the optional student GPS Dashboard by either hourly rate or contracted support
- o Providing assistance for the Early Childhood Data System (ECDS) by either hourly rate or contracted amount
- o Training and assistance on TSDS Incident Management System (TIMS)
- o Providing assistance with the Unique Identification System (UID)
- o Assist with issues relating to TEA Login System (TEAL)
- Training and assistance on all Core Collections:
 - o Early Childhood Data System (ECDS)
 - o Expanded Learning GOpportunities (ELO)
 - o Residential Facility (RF) Tracker
 - o State Performance Plan Indicator 14 (SPPI-14)
 - o TSDS Classroom Roster Fall Submission
 - o TSDS Classroom Roster Winter Submission

District Responsibilities

- Submit the data required by the current Texas Education Data Standards (TEDS) to the ESC in accordance with the specifications of the data standards.
- Approve the required data (along with the ESC) by the due dates.
- Follow the ESC-established deadlines to allow sufficient time for technical assistance by the ESC.
- Validate/edit the district data file using TSDS.
- Get approval of data file by ESC.
- Correct errors found by the ESC during the editing/validation process in a timely manner.
- Approve the content of the data submission by completion of the SOA by the Superintendent, as available through TSDS.

ESC Region 11 Contact

Coordinator, Management and Information Systems
(817) 740-7704



**TSDS Contract
(PEIMS, studentGPS
Dashboard, TIMS, UID,
Core Collections)**

Price List — 2021-2022

TSDS (PEIMS, TIMS, UID, Core Collections)	
Students in District	Fee
1-500	\$1,700
501-1,000	\$2,750
1,001-2,000	\$3,800
2,001-4,000	\$4,850
4,001-8,000	\$5,900
8,001-16,000	\$6,950
16,001-32,000	\$8,000
32,001-64,000	\$9,050
64,001-128,000	\$10,100

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2021, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The MIS/IT Department offers the following services and discounts to school districts/charter schools that sign the **OnDataSuite Contract**:

Services Available

OnDataSuite is a web-based PEIMS-focused data analysis tool that adds value to your PEIMS information by providing access to thousands of reports.

Features:

- Upload PEIMS data files often and frequently
- Upload Assessment data files
- Analysis tools for multiple years of data
- Custom report creation
- Monitor trends in data
- Compare data with other schools

Data sources:

- PEIMS
- STAAR 3-8
- STAAR EOC
- ACT Plan
- ACT Explore
- TAKS
- TELPAS
- GASB Audit Data Feed
- TEA Cohort Student List

All training and support is provided by OnDataSuite.

ESC Region 11 Contact

Director of MIS/IT
(817) 740-7506
116

Price List — 2021-2022

<u>Enrollment</u>	<u>Cost</u>
0-500	\$2,995
501-1,000	\$4,295
1,001-10,000	\$5,495
10,000+	\$0.55 per student

Comprehensive Services Basic Contract 2021-2022

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2021, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

School districts and charter schools that purchase the Comprehensive Services Basic Contract will receive services in the following areas:

Services Included in the Basic Contract

Technical Assistance

- Communication and dialogue with school district personnel on pertinent state and federal legislation
- Information dissemination of rules, regulations, standards, and other legislative and agency mandates
- Technical assistance regarding performance-based monitoring and accountability activities
- Telephone technical assistance
- Annual report of ESC Region 11 workshops attended by district staff

Meetings

- TASA Study Group meetings
 - 7+ face-to-face meetings
 - TASA Midwinter Breakfast meeting
- Superintendents' Fall Conference
- Superintendent cluster meetings (quarterly)
- Technology Directors meetings
 - 4 face-to-face meetings
- Instructional Leaders meetings
 - 4 face-to-face meetings

Prerequisite for Other Services

- This contract is a required prerequisite for other ESC Region 11 contracts.

ESC Region 11 Contact

Executive Director
(817) 740-3630

Price List — 2021-2022

<u>School Type</u>	<u>Annual Cost</u>
Public Districts	\$650
Non-Public Schools	\$800

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE ADDENDUM TO THE LICENSE AGREEMENT WITH THE MULTIPURPOSE ARENA FORT WORTH DOING BUSINESS AS (D/B/A) TRAIL DRIVE MANAGEMENT CORP. FOR THE 2022 GRADUATION CEREMONIES**

BACKGROUND:

To expand venue opportunities for larger matriculating schools, that historically have hosted their graduation ceremonies at Wilkerson-Greines Activity Center, Fort Worth ISD (FWISD) Leadership requested Board approval to move these 2020 graduations to Dickies Arena (a.k.a. Multipurpose Arena Fort Worth). However, before this plan could come to fruition, the District and local businesses were forced to cancel planned social engagements due to the onset of the COVID-19 pandemic in March 2020. District-wide seniors graduated virtually that year. In a continuing effort to safeguard the health of students and their families, FWISD decided to host the 2021 graduations outdoors at two (2) large facilities, Farrington Field and Clark Stadium. For the 2022 graduations, the District plans to return to a more traditional setting where most schools can commemorate this culminating event. The license agreement with Dickies Arena has been amended to reflect the new graduation dates being considered and the revised cost. The addendum updates the term of the license agreement to Tuesday, May 31, 2022, - Saturday, June 4, 2022.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Addendum to the License Agreement with the Multipurpose Arena Fort Worth Doing Business As (D/B/A) Trail Drive Management Corp. for the 2022 Graduation Ceremonies
2. Decline to Approve Addendum to the License Agreement with the Multipurpose Arena Fort Worth Doing Business As (D/B/A) Trail Drive Management Corp. for the 2022 Graduation Ceremonies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Addendum to the License Agreement with the Multipurpose Arena Fort Worth Doing Business As (D/B/A) Trail Drive Management Corp. for the 2022 Graduation Ceremonies

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6266-001-XXX-11-611-000000

COST:

\$260,000

The required \$30,000 deposit, previously paid to Dickies Arena, will be credited to the revised base license fee.

VENDOR:

Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corp.

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

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

RATIONALE:

The facility has all the accommodations which includes a convenient location, space and parking for graduating seniors and their families.

INFORMATION SOURCE:

Cherie Washington

FWISD 2021-22 Graduation Schedule (DRAFT 4)

FWISD Early College High Schools

TUESDAY, May 31, 2022

TCC South Collegiate High School Wilkerson-Greines 12:00 P.M.
 Marine Creek Collegiate High School Wilkerson-Greines 4:00 P.M.
 Texas Academy Biomedical Sciences Wilkerson-Greines 8:00 P.M.

FWISD Schools of Choice

WEDNESDAY, June 01, 2022

Young Women’s Leadership Academy Wilkerson-Greines 12:00 P.M.
 I.M. Terrell Academy for STEM and VPA High School Wilkerson-Greines 4:00 P.M.
 World Languages Institute Wilkerson-Greines 8:00 P.M.

THURSDAY, June 02, 2022

Success High School Wilkerson-Greines 3:00 P.M.
 Young Men’s Leadership Academy Wilkerson-Greines 7:00 P.M.

FWISD Traditional Schools

FRIDAY, June 03, 2022

Boulevard Heights - Boulevard Heights Outdoor Facility at 8:00 P.M.
 Transition Center - Boulevard Heights Outdoor Facility at 8:00 P.M.

TUESDAY, May 31, 2022

Dunbar High School Dickies Arena 12:00 P.M.
 Trimble Tech High School Dickies Arena 4:00 P.M.
 North Side High School Dickies Arena 8:00 P.M.

WEDNESDAY, June 01, 2022

Southwest High School Dickies Arena 12:00 P.M.
 O.D. Wyatt High School Dickies Arena 4:00 P.M.
 Paschal High School Dickies Arena 8:00 P.M.

FRIDAY, June 03, 2022

Carter-Riverside High School Dickies Arena 8:00 A.M.
 Polytechnic High School Dickies Arena 12:00 P.M.
 Benbrook Middle-High School Dickies Arena 4:00 P.M.
 Arlington Heights High School Dickies Arena 8:00 P.M.

SATURDAY, June 04, 2022

Western Hills High School Dickies Arena 8:00 A.M.
 South Hills High School Dickies Arena 12:00 P.M.
 Diamond Hill-Jarvis High School Dickies Arena 4:00 P.M.
 Eastern Hills High School Dickies Arena 8:00 P.M.

Approved: _____
 Kent P. Scribner, Ph.D. Superintendent

LICENSE AGREEMENT ADDENDUM

This License Agreement Addendum ("Addendum") is made a part of the License Agreement ("Contract") with an effective date of February 5, 2019, between the Fort Worth Independent School District, a political subdivision of the State of Texas, ("Licensee"), and Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp., a Texas non-profit corporation ("Licensor"). The Licensor and Licensee will be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS Licensor manages and operates the multi-purpose arena in Fort Worth, Tarrant County, Texas known as the Dickies Arena ("Arena");

WHEREAS Licensee licensed the use of the Arena for the purpose of holding and presenting the Licensee graduations for the 2019-2020 school year and paid a \$30,000 deductible;

WHEREAS because of the COVID-19 pandemic the Parties' ability to perform under the Contract was materially hampered and the Parties agreed to suspend performance; and

WHEREAS the Parties have agreed to reschedule the event for the 2021-2022 school year and apply the \$30,000 already paid to Licensor for that event.

NOW, THEREFORE, the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract as outlined below. These additions shall be valid as if part of the original Contract.

1. Section 2(A), **Term**, is amended to read, as follows:

"The term of the license granted for the Event shall commence on Tuesday, May 31, 2022, at 8:00 AM until Wednesday, June 1, 2021, at 11:59 PM and Friday, June 3, 2021, at 8:00 AM until Saturday, June 04, 2022, at 11:59 PM (the "Term"). There will be anywhere from three (3) to four (4) commencements per day.

2. Section 2(B), **Load-In/Load-Out**, is amended to read, as follows:

"In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee without charge, for: (i) preparation of the Event, including delivery, load-in, and set-up of Licensee's freight and other properties on May 31, 2022 beginning at 5:00 AM; and (ii) load-out immediately following the conclusion of the Event, on June 04, 2022, ending at a mutually agreed time but in any event no later than 11:59 PM (the "Load-In/Load-Out Period").

3. Section 6(A)(1) is amended to read, as follows:

"A flat fee of Sixty-Five Thousand Dollars (\$65,000) per day for a total of Two Hundred and Sixty Thousand Dollars (\$260,000) (the "Base Licensee Fee"). The Base Licensee Fee shall include all reimbursable items in Sections 4.A. through 4.E., excluding any applicable taxes required to be paid to any governmental entity thereon.

4. Section 4(E) is amended to read, as follows:

"50 Complimentary parking spaces each day for administration, school board, and staff. If the Licensee requires additional reserved parking, in addition to the fifty (50) complimentary

parking spaces, Licensee may reserve additional parking spots from Licensor at a cost of twenty dollars (\$20) per additional parking space by providing Licensor notice of such a request in writing.

5. The Parties agree and acknowledge that the Licensee has already paid Licensor the Thirty Thousand Dollar (\$30,000) deposit which shall be credited to the Base Licensee Fee. As such, the remaining balance due under the Contract is \$230,000.

No other terms or conditions of the Contract are negated or changed as a result of this Addendum.

FOR FORT WORTH ISD (LICENSEE):

Signed: Cherie Washington
Name: Cherie Washington
Title: Chief, Student Support Services
Date: 11/1/2021
Req. # 12214697

FOR LICENSOR:

Signed: Mark Haman
Name: Mark Haman
Title: President + Co
Date: 10/28/21

APPROVED: (required over \$25,000)

Signed: _____
Dr. Kent Scribner
Superintendent of Schools
Date: _____

Business Organization: (check one)

- Corporation Partnership
 Individual/Sole Proprietor
 Limited Liability Company (LLC)

**APPROVED AS TO FORM:
(required over \$10,000)**

Signed: [Signature]
Legal Counsel for District
Date: 11/12/2021

Other: 501C-3
81-2774292
(Social Security/Employer ID Number)

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR MOVING SERVICES FOR THE DISTRICT’S FACILITY LOCATED AT 215 N.E. 14TH STREET, FORT WORTH, TEXAS (PHASE THREE)**

BACKGROUND:

On October 30, 2020, certain underutilized District facilities were sold pursuant to previously granted Board of Education (BOE) authority. Since that time, the District has been planning the strategic relocation of departments and warehouses from the facilities that were sold.

On May 25, 2021, the BOE approved a contract for external moving services (Phase One) in order to begin moving out of four of the facilities previously sold. Thereafter, on June 22, 2021, the BOE approved a contract for external moving services (Phase Two) in order to begin and finalize the moves out of an additional two facilities. These scheduled facility moves have been successfully completed and within the time frames required. Phase Three of these moves requires several curriculum departments and respective staff be moved to the District’s facility located at 215 N.E. 14th Street, Fort Worth, Texas (formerly M.G. Ellis Primary School). The facility is currently being remodeled for move-in as a result of the relocation of over 200 employees to this location.

Based upon the number of departments and employees being relocated to this facility, it has been determined that professional external moving services will be required. Due to campus requirements and normal business operations of the maintenance department, the sole use of District maintenance personnel for these moves would not be possible or recommended. Therefore, the Administration seeks BOE authorization to enter into a Contract for external moving services (Phase Three).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract for Moving Services for the District’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas (Phase Three)
2. Decline to Approve Authorization to Enter into a Contract for Moving Services for the District’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas (Phase Three)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract for Moving Services for the District’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas (Phase Three)

FUNDING SOURCE: *Additional Details*

Real Estate Sale Proceeds Fund 652-51-6XXX-M41-999-99-405-000000

COST:

Not-to-Exceed - \$15,000

VENDOR:

Exserv Facility Services, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-096

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

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’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas

RATIONALE:

The District has faced a number of moves and relocations over the last months due to the sale of underutilized properties. The relocation of personnel to 215 N.E. 14th Street, Fort Worth, Texas is the third phase of these moves. External moving services will be required, as the sole use of District maintenance personnel would not be recommended or possible due to ongoing campus requirements and the normal business operations of the maintenance department. Therefore, the Administration seeks BOE authorization to enter into a contract for external moving services.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: APPROVE AUTHORIZATION FOR THE SUPERINTENDENT, OR DESIGNEE, TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK (CMAR) FOR PRE-CONSTRUCTION SERVICES FOR THE RENOVATION OF 7060 CAMP BOWIE BOULEVARD, FORT WORTH, TEXAS

BACKGROUND:

On October 30, 2020, certain underutilized District facilities were sold pursuant to previously granted Board of Education (BOE) authority, including the current Central Administration Building (CAB) located at 100 N. University Drive. Administration is now planning for the relocation of personnel from this facility to 7060 Camp Bowie Boulevard. On July 27, 2021, the BOE approved the Architectural design services of Huckabee to design the renovation of the Camp Bowie Facility.

In accordance with Board Policy CV(LOCAL), the Board delegates to the Superintendent the authority to determine, prior to advertising, the project delivery method to be used for each construction contract. Based upon the recommendation of the District’s architect and administrative staff, and understanding the time frame and budget required to complete the renovation of the Camp Bowie facility, it was determined that the best construction method for this project would be a Construction Manager at Risk (CMAR) delivery method. Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, a Request For Qualifications (RFQ) to select a general contract was published for the CAB Renovation Project, using a two-step process with the following schedule of events:

Publish First Notice in Newspaper	October 6, 2021
Publish Second Notice in Newspaper	October 13, 2021
Pre-Proposal Meeting: 2:00 p.m. CST	October 15, 2021
Deadline for Questions: 5:00 p.m. CST	October 18, 2021
RFQ Addendum Posted	October 20, 2021
Responses to RFQ Due by 2:00 p.m. CST	November 1, 2021
Step I - Evaluation of Responses: 10:00 a.m. CST	November 5, 2021
Top Three Contractors Selected	November 5, 2021
Step II - Receive General Contractor’s Fees by 2:00 p.m. CST	November 9, 2021
Interview Top Three Firms: 10:00 a.m. CST	November 15, 2021
Board Approval of Pre-Construction Services	December 14, 2021

The District received eight (8) Statements of Qualifications from the following firms:

- Byrne Potere
- Cadence McShane/Morales JV
- Lee Lewis Construction
- Phillips May
- Reeder/Summit JV
- Satterfield & Pontikes/Post L JV
- Sedalco/ SMR JV
- W.B. Kibler

The Evaluation Committee was composed of the following four (4) individuals:

- Karen Molinar – Deputy Superintendent
- Vicki Burris – Chief of the Capital Improvement Program
- Michael Ball – Chief Financial Officer
- Carl Alfred – Senior Officer of Maintenance and Operations

Step I - the Evaluation Committee evaluated and ranked each Statement of Qualification submitted in relation to the selection criteria set forth in the RFQ. Three (3) firms were selected to move on to the Step II Process. The three (3) firms were:

- Cadence McShane/Morales JV
- Lee Lewis Construction
- Reeder/Summit JV

Step II - The second step consisted of a Request for Proposal (RFP) process where the three (3) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (Proposals). One firm was selected for the project in Step II as a result of the interview and specific project evaluation criteria including, but not limited to, the project specific qualifications and total fees as determined to provide the “best value” to the District. The rankings were as follows:

1. Reeder/Summit JV
2. Lee Lewis Construction
3. Cadence McShane/Morales JV

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid. All three (3) of the firms committed to meeting or exceeding the District’s Historically Underutilized Business (HUB) requirements.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Pre-construction Services for the Renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas
2. Decline to Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Pre-construction Services for the Renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Pre-construction Services for the Renovation of 7060 Camp Bowie Boulevard, Fort Worth, Texas

FUNDING SOURCE:

Additional Details

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

COST:

Not-to-Exceed - \$15,000

VENDOR:

Negotiation will commence with the first vendor, Reeder/Summit JV. Administration will follow Texas Government Code §2269.155, as outlined above, if negotiations with this Vendor are not successful.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-059

Number of Bid/Proposals received: 8

HUB Firms: 5 Joint Ventures with HUB firms

Compliant Bids: 8

Purchasing Support Documents Needed:

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

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

Deputy Superintendent
Chief Financial Officer

RATIONALE:

The facility on Camp Bowie has the capacity to relocate and house the staff currently located at 100 N. University. It would be in the District's best interest and the recommendation of Administration to renovate this facility in order to become the District's new CAB. In accordance with Board Policy CV(LOCAL), the Superintendent selected Construction Manager At Risk (CMAR) as the best and most efficient construction delivery/contract method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.155, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar
Michael Ball

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

**TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH KABOOM!
TO PROVIDE NEW PLAYSPACES FOR SELECTED ELEMENTARY
SCHOOLS THROUGH THE 2025 SCHOOL YEAR****

BACKGROUND:

For the past six (6) years, Fort Worth ISD (FWISD) has collaborated with KABOOM! to provide one (1) elementary school, per year, with a new playspace. In addition, the Grants and Development Department and KABOOM! have been working for over a year on the Playspace Equity Project, to place new playgrounds at three (3) elementary schools, per year, through 2025. The schools were prioritized based on a number of factors: the condition of the existing playground, high poverty, enrollment, school performance tier, and low reading scores. The three (3) schools selected for the 2021-2022 school year are S.S. Dillow Elementary, W.J. Turner Elementary, and Western Hills Elementary. The reading scores are an important component of the project and make the collaboration between KABOOM! and FWISD unique because students will be reading more books to "earn" their new playground rather than asking parents to raise funds for a match. The Grants and Development Department is meeting with nonprofits and recruiting volunteers to read with the students at the three schools so that all students will feel like they contributed to their new playground.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with KABOOM! to Provide New Playspaces for Selected Elementary Schools Through the 2025 School Year
2. Decline to Approve Memorandum of Understanding with KABOOM! to Provide New Playspaces for Selected Elementary Schools Through the 2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding with KABOOM! to Provide New Playspaces for Selected Elementary Schools Through the 2025 School Year

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

KABOOM!

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:

S.S. Dillow Elementary
W.J. Turner Elementary
Western Hills Elementary

RATIONALE:

This collaboration will focus on assisting and promoting literacy skills at the selected schools. With the assistance of volunteers, the students will earn their new playground by reading books at no cost to the District.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING
Between
KABOOM! and Fort Worth Independent School District

This Memorandum of Understanding (“MOU”) is entered into between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“District” or “FWISD” or “Fort Worth ISD”), located at 100 North University Drive, Fort Worth, TX 76107 and KABOOM! Inc., located at 4301 Connecticut Avenue NW, Suite ML-100, Washington, DC, 20008, a District of Columbia non-profit organization (each a “Party,” collectively referred to as the “Parties”).

I. Purpose

- A. KABOOM! believes that play is a critical part of childhood and key to a child’s ability to thrive – physically, socially, emotionally, cognitively, and creatively. This is especially true for kids growing up in under-resourced urban communities. FWISD is focused on preparing all students for success in college, career, and community leadership. Given the school district’s limited resources, KABOOM! and FWISD are entering into a partnership to transform older, underused, and under-maintained spaces into first-rate playspaces for kids across the City of Fort Worth, thereby having a positive impact on the city’s youngest residents, their families, and their communities as a whole.
- B. The purpose of this MOU is to formally establish a public-private partnership between KABOOM! and FWISD in Fort Worth, TX and to describe and agree to the parameters and scope of each Party’s intended engagement in the partnership. This MOU sets forth a structure in which the Parties will work in a mutually beneficial manner to bring new play infrastructure to kids living in the City of Fort Worth, TX. The partnership includes, but is not limited to, collaboration on community playspace projects.

II. Background

- A. KABOOM! was founded in 1996 as the national non-profit organization dedicated to bringing balanced and active play into the daily lives of all kids, particularly those growing up in poverty in America. Play offers an opportunity for children to be physically active, build social-emotional skills, and engage and explore the world around them, which is crucial to whole child development. For more than 20 years, KABOOM! has been working to create safe, engaging places to play, partnering with communities to promote and support play, and drive the national discussion about the importance of play in fostering healthy and productive lives. Since the organization’s inception, KABOOM! has collaborated with our partners to build, open, or improve more than 17,000 playgrounds, engage over 1.5 million volunteers, and serve nearly 10 million kids. KABOOM! recognizes that there is a disparity in access to safe, high-quality play spaces for kids of color across the United States. Therefore, KABOOM! works with cities, communities, and partners from all sectors to close the racial equity gap in access to play. KABOOM! is committed to finding solutions to systemic challenges to ensure that every kid can learn, explore, and grow.
- B. The mission of the Fort Worth Independent School District is to prepare all students for success in college, career, and community leadership. With more than 84,000 students in 82 elementary schools, 24 middle schools and 6th grade centers, 21 high schools and 16 other campuses, Fort Worth ISD enjoys a diverse student population and strong community

partnerships. Under the leadership of the superintendent and the Board of Education, the District is undergoing a series of initiatives that will redesign, transform, and revitalize Fort Worth ISD Schools. In Fort Worth, the District, community organizations, and individuals come together and listen and learn with the goal of improving student outcomes in every school in every zip code.

III. Objectives of the Partnership and MOU

- A. Through this MOU, KABOOM! and FWISD agree to collaborate on a full assessment of the conditions of playspaces across all FWISD elementary school spaces and will intend to create at least three (3) new playspaces per year over the next five years. KABOOM! and FWISD will develop a plan for addressing the need for playspaces across the school system, which will include working closely with staff to engage kids, caretakers, and community members in building new playspaces. The locations of the playspaces will be mutually agreed upon by KABOOM! and FWISD, taking into consideration key factors, including but not limited to, the goal of reducing racial disparities in access to play, accelerating childhood health outcomes, and considering the most urgent need, the resources available, and the interest from the community.
- B. Through this partnership, KABOOM! will work with FWISD and have the opportunity to partner with the community to design and create new playspaces at sites owned by FWISD. The construction of these new playspaces will be under the oversight of FWISD's Maintenance Department, leveraging the framework of KABOOM!'s flagship *Build It With KABOOM!* (BIWK) program model, where community-build play projects are designed and built by the community to transform the physical playspace. BIWK projects are based on the principles of asset-based community development that recognizes local assets to be the primary building blocks of sustainable community development. Each project results in a new and exciting playspace in a high-need community while also yielding transformative and sustained impact across the community.
- C. Through this MOU, KABOOM! is able to begin using internal resources to leverage its fundraising resources while FWISD can bring together relevant staff members and external partners to build out the plan for completion of the needs assessment.

IV. Timeline

The term of this MOU shall be from the date of execution of this MOU by both Parties until December 31, 2025. This MOU may be extended for additional one (1) year terms upon mutual written agreement. In the event FWISD and KABOOM! agree to collaborate on additional new playspaces or partnerships, the terms and conditions of this Agreement shall form the basis of further collaboration among the Parties.

V. Roles and Responsibilities

- A. Through this partnership, KABOOM! will:
 - i. In collaboration with FWISD, develop and conduct a needs assessment to understand the current condition of playspaces across the FWISD system and make recommendations for playspace replacement, repair, or development;

- ii. Leverage its experience building safe, engaging playspaces that enlist kids in designing their dream playspace and support the community to take leadership and ownership over the project;
- iii. Provide strategic oversight of the initiative on behalf of the Parties;
- iv. Manage the overall execution of the initiative on behalf of the partners;
- v. Leverage its fundraising, marketing, and networking capacity to help build playspaces;
- vi. Provide technical and organizational leadership, and guidance for the initiative;
- vii. Facilitate playspace design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner;
- viii. Manage construction logistics for the initiative, coordinate site preparation activities with FWISD, inventory equipment and materials, and assure that the necessary tools and materials, and other general supplies are available on the day of the event;
- ix. Lead Design Day activities and any other community engagement efforts;
- x. Lead event activities, including the coordination of all volunteers;
- xi. Provide promotional materials relating to the initiative; and
- xii. Work with FWISD to capture outcomes and reports.

B. Fort Worth ISD will:

- i. In partnership with KABOOM!, develop needs assessment and feasibility analysis, and identify sites for playspaces;
- ii. Facilitate access to playground and school sites for data collection to support the needs assessment;
- iii. Provide oversight to school coordinators who serve as main points of contact for each playspace project;
- iv. Communicate with community members about the prospect of new and engaging playspaces; facilitate conversations with potential community partners; host design day and build week; and provide guidance with screening potential sites for projects;
- v. Assist KABOOM! and applicable city agencies (as applicable), and depending on sufficient budget appropriations, facilitate the following activities at three (3) sites per year: site preparation, environmental remediation, removal of existing equipment, street closures, licenses, granting permits, and other issues that may arise as necessary prior to playspace installation;
- vi. Work with other city agencies (as applicable) to secure a Space and Use Agreement for the design and installation of playspaces;
- vii. Collaborate in fundraising and marketing for the playgrounds; and
- viii. Work with KABOOM! and other city agencies (as applicable) to develop a maintenance plan for the playspaces.

VI. Project Selection and Management

Using the results of the needs assessment, the Parties will collaborate on decision-making around project locations and types. A formal contract must be entered into before the commencement of a joint Fort Worth ISD-KABOOM! project for a particular site. KABOOM!'s scope of work can be found in Appendix A of this MOU.

VII. Funding Contingency

KABOOM! and Fort Worth ISD will collaborate on project scoping and school district processes to define the items outlined in Section V of this MOU. KABOOM! will work with Fort Worth ISD to ensure fundraising for this partnership is executed in coordination with the District's other fundraising priorities. The Parties shall reasonably cooperate with each other in fundraising efforts. Any third-party funding source, other than those to which the Parties have already agreed, that will be publicly acknowledged must be mutually agreed upon by KABOOM! and Fort Worth ISD. In the event future projects are unable to be scoped out, or conditions change which make future projects unfeasible, this MOU can be terminated upon thirty (30) day written notification to the other Party. Such termination will not absolve either Party of any outstanding obligations and warranties from work which was previously contracted for in accordance with this MOU.

VIII. Contact Information

KABOOM!
Kathryn Lusk, Senior Director, Programs
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
klusk@kaboom.org
202-464-6163

Fort Worth Independent School District
Mirgitt Crespo, Senior Officer, Grants & Development
100 North University Drive
Fort Worth, TX 76107
mirgitt.crespo@fwisd.org
817-814-2282

IX. General Terms and Conditions

- A. This MOU shall be construed according to Texas law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Tarrant County.
- B. Independent Contractor. It is the express intention of the Parties that KABOOM! will perform the services under this MOU as an independent contractor. Without limiting the generality of the foregoing, neither Party is authorized to bind the other Party to any liability or obligation or to represent that it has any authority to do so.
- C. Mitigation. Each Party must mitigate the impact of any damage arising out of or related to this MOU.
- D. Waiver. Any waiver of the provisions of this MOU or of a Party's rights or remedies under this MOU must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this MOU, or its rights or remedies at any time, will not be construed as a waiver of the Party's rights under this MOU and will not in any way affect the validity of the whole or any part of this MOU or prejudice the Party's right to take subsequent action. Exercise or enforcement by either Party of any right or remedy under this MOU will not

preclude the enforcement by the Party of any other right or remedy under this MOU or that the Party is entitled by law to enforce.

- E. Severability. If any term, condition, or provision in this MOU is found to be invalid, unlawful, or unenforceable to any extent, the Parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this MOU. If the Parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this MOU, which will continue to be valid and enforceable to the fullest extent permitted by law.
- F. Counterparts. This MOU may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This MOU may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.
- G. Headings. Headings are used in this MOU for reference only and will not be considered when interpreting this MOU.
- H. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this MOU (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall use commercially reasonable efforts to give notice to the other party within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
- I. The District may not commit funds beyond the current fiscal year. KABOOM! agrees that in the event funds are not appropriated by the District Board of Trustees on multi-year contracts, the District may terminate the MOU without penalty. If the District terminates this MOU pursuant to this paragraph, KABOOM! will have the right to collect and retain payment for services rendered to the District through termination date but will not be entitled to any early termination charges.
- J. The District is prohibited from indemnifying another entity under the terms of Article III, § 52 of the Texas Constitution. KABOOM! agrees that the District and its employees can neither agree to hold the KABOOM! harmless nor agree to indemnify KABOOM!, and any contracts or provisions to the contrary are void.


K. Under Texas Civil Practice & Remedies Code § 101.051, the District is exempt from the Texas Tort Claims Act and enjoys sovereign immunity under applicable state and federal law. No provision in the Agreement is intended to constitute, nor shall be construed as a waiver of the District's immunities from suit or liability.

By executing this Memorandum of Understanding where indicated below, each Party agrees, as of the date of the final signature, to be bound by the terms and provisions set forth above.


KABOOM! Inc.:

Fort Worth Independent School District

By:  _____
Name: Gerry Megas
Date: 10/7/2021

By:  _____ AA
10/20/2021
Name: MICHAEL BALL, CFO
Date: 10/20/2021

Printed Full Name: Jerry M. Moore
Title: Chief of Schools

Signature: 

Printed Full Name: Tobi Jackson
Title: President, FWISD Board of Trustees

Signature: _____

APPENDIX A

Proposed Scope of Work for the Fort Worth Independent School District and KABOOM! Partnership (2021-2025)

Building on the Fort Worth Independent School District's (FWISD) playground needs assessment and prioritization and a \$4 million investment to upgrade existing playspaces, KABOOM! and FWISD will endeavor to develop a robust needs assessment and replace and build 10-18 playspaces at schools and school adjacent sites that close the gap in access to play across the school system and the City of Fort Worth.

The partnership's priority is to cultivate stewardship and ownership of these spaces – ultimately empowering community members and their neighborhood organizations through the playspace design, planning, and implementation process and engendering an increased sense of belonging. Also, the partnership will prioritize developing playspaces through an equity lens in walkable locations – proximate to residential neighborhoods, schools, and community centers. Working with local and state partners that could include the City of Fort Worth's Parks and Recreation Department and TRE, KABOOM! will ensure that playspaces are located not only in ISD schoolyards, but also in open space areas that are outside of the schoolyard's bounds.

KABOOM! will assist FWISD in developing a framework for environmentally resilient site strategies as well as nature play programming. Essential to this framework is an implementation strategy as well as a sustainable maintenance plan. Additionally, FWISD and KABOOM! will work together to ensure that environmental health and safety measures are incorporated to each playspace plan – recognizing that shade structures and appropriate lighting are essential to encourage year-round use of these spaces.

Through joint fundraising, KABOOM! will lead prospect research and work with FWISD to determine right-fit of funder for unrestricted and restricted giving in this effort. Concerted effort will be made to secure gifts that are multi-year and unrestricted, to allow for maximum flexibility in how funds are allocated to specific projects.

FWISD and KABOOM! will co-develop a measurement and evaluation (M&E) strategy to ensure that user data is captured in a responsible and transparent manner. The M&E framework creates the opportunity to evaluate the efficacy of playspaces using measures such as rates of physical activity related to childhood health data – ultimately tracking the rates of chronic disease and helping Fort Worth children and residents build life-long, healthy experiences, such as playing outdoors.

Program and Project Development Timeline:

2021

- Initiate conversations with and submit funding proposals to past KABOOM! and FWISD funders and new prospects
- Engage FWIPARD and discuss partnership work
- Endeavor to build 3-4 playspace projects
- Develop measurement and evaluation strategy
- Build the needs assessment and prioritize the school sites

2022

- Continue joint fundraising and secure multi-year gifts
- Endeavor to build 3-4 playspaces

- Further develop measurement and evaluation strategy and apply to existing playspaces

2023

- Continue joint fundraising
- Endeavor to build 3-4 playspaces
- Fine tune measurement and evaluation strategy and apply to existing playspaces

2024

- Continue joint fundraising
- Endeavor to build 3-4 playspaces
- Fine tune measurement and evaluation strategy and apply to existing playspaces

2025

- Continue joint fundraising
- Endeavor to build 3-4 playspaces
- Fine tune measurement and evaluation strategy and apply to existing playspaces

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH GRAND CANYON UNIVERSITY FOR PARTICIPANTS IN LEARNING, LEADING, AND SERVING PROGRAM

BACKGROUND:

The Memorandum of Understanding (MOU) with Grand Canyon University (GCU) defines terms of the Fort Worth Independent School District participation agreement in the Participants in Learning, Leading, and Serving (PLLS) program. District participation in the PLLS program will allow Fort Worth ISD students and their parents, as well as employees and their spouses, to be eligible for scholarships, awards, and discounts towards higher education. Fort Worth ISD will also gain access to the GCU Online Job Board to post employment opportunities and search for applicants along with other benefits.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Grand Canyon University for Participants in Learning, Leading, and Serving Program
2. Decline to Approve Memorandum of Understanding with Grand Canyon University for Participants in Learning, Leading, and Serving Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Grand Canyon University for Participants in Learning, Leading, and Serving Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Grand Canyon University

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

District students and employees

RATIONALE:

District participation in the PLLS program will allow Fort Worth ISD students and their parents, as well as employees and their spouses, to be eligible for scholarships, awards, and discounts towards higher education at no cost to the District. Grand Canyon University offers multiple pathways to obtain initial teacher licensure which further supports future students of the District with highly qualified classroom teachers.

INFORMATION SOURCE:

Raúl Peña



Participants in Learning, Leading and Serving Agreement – Texas

By way of this agreement, the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, agrees to participate in Grand Canyon University's Participants in Learning, Leading and Serving (PLLS) program. The purpose of this agreement is to define the relationship between Grand Canyon University (GCU) and signee as it relates to the PLLS participation:

- **No cost:** There is no cost to become a PLLS participant.
- **Not exclusive:** There is no expectation of exclusivity.
- **No minimum expectation:** There is no limit or minimum on the number of benefits a school or district may utilize, and participants are not expected to partake in any benefits to become and remain PLLS participants.

If your organization is a County Office of Education, Educational Service Center, or equivalent, the benefits of the PLLS agreement may be extended to school district affiliates.

BENEFITS AND CONTRIBUTIONS TO PLLS SCHOOLS AND DISTRICTS

1. High school students graduating from a PLLS participant high school, who are fully admissible to GCU (not Accepted with Specifications), will receive a minimum institutional award package of \$3,050 per academic year. The total GCU award package could be higher based upon a student's level of academic merit, program of study, registration date, and other offers for incoming students including those related to participation in athletics, pep band, theater, debate, etc.

With the University's commitment to provide an affordable private, Christian education, effective tuition rates would **not exceed** \$13,250 per academic year **after the minimum GCU scholarship package is applied.**

The high school must be a PLLS participant on or before the August 1st immediately following the student's graduation in order for the student to be eligible for the \$3,050 minimum award. If August 1st falls on a weekend or holiday, the deadline will take effect on the following business day.

Unless explicitly stated otherwise, this scholarship can be combined with other Grand Canyon University scholarships in accordance with the Grand Canyon University CAP policy but cannot exceed your charges.

2. PLLS participants will have access to a 10% scholarship for their faculty, staff, and governing board members (subject to district policies), providing savings toward tuition and fees for online undergraduate, graduate or doctoral degree programs* along with non-degree single courses and continuing teacher education courses. Spouses will receive a 5% scholarship.
3. A 15% scholarship is available to PLLS participants employed as paraprofessionals and classified employees entering an online Bachelor's program through the College of Education, a Secondary Education Emphasis degree program, or the Bachelor of Science in Applied Management degree.
4. Students' parents will receive a 10% scholarship when entering an online Bachelor's program through the College of Education, a Secondary Education Emphasis degree program, or a graduate degree program that leads to initial teacher licensure. A 5% scholarship is available for all other masters and doctoral degree programs related to the field of Education through the University's College of Education.
Parents are eligible for the scholarship if the student is actively enrolled in a school with a PLLS agreement in effect. Parents of students who attended a high school while a PLLS agreement was in effect and who are actively attending GCU will also be eligible for the scholarship*.
5. PLLS participants will have access to the GCU Online Job Board to post employment opportunities and search for applicants.



6. PLLS participants will have access to GCU's Canyon Professional Development services and applicable discounts. Available Canyon Professional Development opportunities include: Expert-led Professional Development, Coaching, Mentoring, Consultation, and Strategic Planning. All fee-based services are specifically customized to meet the needs and goals of our PLLS participants.
7. PLLS participants will have access to a catalog of dual or concurrent enrollment courses for current high school students, providing them with an opportunity to reduce the time to complete a bachelor's degree from four years to three. These courses are offered at \$52.50 per credit hour.
8. PLLS faculty, staff, families, and governing board members (subject to district policies) will receive discounts for GCU academic and athletic camps along with other events sponsored by Educational Development, when applicable.
9. PLLS participants will receive communication about GCU-sponsored initiatives and programs that benefit students, staff and school communities.
10. PLLS participants will have the opportunity to participate in coordinated PR and marketing efforts using GCU provided branded and approved marketing materials, if desired. The GCU marketing staff will review any materials designed by participant schools.
11. Other school/district benefits may be available as mutually agreed upon by both parties.

PLLS SCHOOL AND DISTRICT CONTRIBUTIONS TO GCU

1. GCU offers a very generous scholarship package for admissible students. Our goal is to ensure that qualified high school seniors receive this information about attending GCU. In order for this information to be made available to eligible students and their parents, we ask PLLS participant schools to distribute a letter prepared by GCU to all qualifying students and their parents.

PLLS participants may also suggest other options to provide scholarship information to all qualifying students and their parents.
2. PLLS participants will allow GCU representatives to participate in college visitation programs and any college fairs (if applicable).
3. PLLS participants will allow GCU representatives to share appropriate information with any faculty, staff, parents or spouses that are interested in learning more about online and cohort programs.
4. PLLS participants will distribute GCU information via their preferred communication method as deemed reasonable by the PLLS participant. This will include an introductory email to all appropriate employees that announces the program and provides information about the benefits as well as other applicable announcements, newsletters and updates.
5. PLLS participants will utilize GCU branded and approved materials when promoting GCU programs and/or seek approval from GCU to use customized materials for print, email and websites.

The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

** The PLLS scholarship for online and cohort classes cannot be used in conjunction with any other scholarship except the College of Education Cohort Scholarship or the College of Doctoral Studies Cohort Scholarship.*

GRAND CANYON UNIVERSITY™



The undersigned agrees to the conditions of the PLLS participation, which is effective upon signing and will continue on an ongoing basis. The signature on this agreement allows the district/school students, educators and adult learners to be eligible for the scholarships, awards and discounts outlined in the agreement. Both GCU and the PLLS participant reserve the right to dissolve the relationship at any time should it not align with either party's mission or goals. The acting party should present the termination of participation by way of written notice. If the agreement is cancelled, individuals who are continuously enrolled in a degree program at GCU will continue to receive the tuition scholarship initiated by the participant agreement throughout the duration of their program.

District/School Name

District/School Administrator (Signature/Print Name)

Title

Date

Phone Number

Email Address

Address

City/State/Zip Code

GCU Chief Administrative Officer

Date



Preferred Contacts for Communication

Information Distribution (i.e. distribution of newsletters, Benefits Guide):

Name: _____

Title: _____

Phone: _____

Email: _____

Guidance Counselor:

Name: _____

Title: _____

Phone: _____

Email: _____

Professional Development:

Name: _____

Title: _____

Phone: _____

Email: _____

Human Resources:

Name: _____

Title: _____

Phone: _____

Email: _____

Tobi Jackson
School Board President
Fort Worth Independent School District

Carin "CJ" Evans
School Board Secretary
Fort Worth Independent School District

Kent Scribner
Superintendent of Schools
Fort Worth Independent School District

Alexander Athanason
Legal Counsel
Fort Worth Independent School District

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: APPROVE RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING WITH TARRANT COUNTY COLLEGE DISTRICT FOR ADULT EDUCATION COURSES TO BE HELD AT OAKHURST AND EASTERN HILLS ELEMENTARY SCHOOLS AS A PART OF THEIR FAMILY CENTRIC INITIATIVE

BACKGROUND:

Eastern Hills Elementary School and Oakhurst Elementary School received a grant, through the Rainwater Charitable Foundation, that focused on improving family engagement on their campuses. Implementation of this initiative was rolled out during the 2019-2020 school year and continued through the 2020-2021 school year. Tarrant County College (TCC) provided adult education courses to support completion of the High School Equivalency (HSE) exam and English as a Second Language competency preparation. Both campuses also dedicated a space for parent rooms that fostered support for parents and to encourage volunteerism.

Fort Worth ISD and Tarrant County College District (TCCD) mutually support continuing this initiative at both schools. Participation is voluntary with no out-of-pocket expense to the adult student. The partnership would now be supported through grants underwritten by the Rainwater Charitable Foundation and the Texas Workforce Solutions.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Ratification of the Memorandum of Understanding Between Tarrant County College District and Fort Worth ISD for Adult Education Courses to be Held at Oakhurst and Eastern Hills Elementary Schools as a Part of Their Family Centric Initiative
2. Decline to Approve Ratification of the Memorandum of Understanding Between Tarrant County College District and Fort Worth ISD for Adult Education Courses to be Held at Oakhurst and Eastern Hills Elementary Schools as a Part of Their Family Centric Initiative
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of the Memorandum of Understanding Between Tarrant County College District and Fort Worth ISD for Adult Education Courses to be Held at Oakhurst and Eastern Hills Elementary Schools as a Part of Their Family Centric Initiative

FUNDING SOURCE:

Additional Details

No Cost

Partnership supported through TCCD grants underwritten by the Rainwater Charitable Foundation and Texas Workforce Solutions

COST:

No Cost

VENDOR:

Tarrant County College District

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:

Eastern Hills Elementary School
Oakhurst Elementary School
Parent Partnerships

RATIONALE:

This agreement will allow campuses to provide more effective methods of support that parents may need to increase their volunteerism, leadership skills and participation in other parent programming activities. Their goal is to increase positive collaboration between parents, students and school staff on the campus.

INFORMATION SOURCE:

Cherie Washington

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
ADULT EDUCATION
STATE OF TEXAS

This Agreement (herein so called) is made and entered into as of **September 1, 2021**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district, (referred to herein as "SCHOOL DISTRICT"). COLLEGE DISTRICT and SCHOOL DISTRICT may be collectively referred to as the "Parties" or individually as a "Party."

This Agreement for programmatic purposes, may be renewed annually in writing contingent upon funding and program outcomes.

I. PURPOSE

The purpose of this Agreement between COLLEGE DISTRICT, specifically the Trinity River Campus, and the SCHOOL DISTRICT is to clarify the role and responsibilities of each Party in providing educational services to empower and promote economic self-sufficiency for the community.

II. DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT will provide:

- A. Educational and related services to residents of Tarrant County and/or surrounding community. Services may include but not limited to:
 - 1. English High School Equivalency (HSE) and English as Second Language (ESL) Levels 1 and 2 competency preparation at:
 - a. Oakhurst Elementary School, 2700 Yucca Ave, Fort Worth, TX 76111; Monday and Wednesday 10:00 a.m. - 1:00 p.m., Tuesday and Thursday 6:00 p.m. - 9:00 p.m. Starting 9/6/21.
 - b. Eastern Hills Elementary School 5917 Shelton Street, Fort Worth, TX 76112; Tuesday and Thursday 10:00 am - 1:00pm, Monday and Wednesday 6:00 p.m. - 9:00 p.m. Starting 9/6/21.
 - c. These courses are modified from our traditional quarterly offerings to be 96-hour courses offered each semester rather than 48-hour courses offered each quarter.
 - d. At the request of the SCHOOL DISTRICT, as of August 23, 2021 these classes are operating in a virtual instructional method to limit the number of people onsite at the school campuses during the COVID-19 pandemic.
 - 2. Academic and vocational assessments, including pre- and post-assessments.
 - 3. Share campus resources and inform students about career pathways and certificate programs.
 - 4. Interface with other campus-based activities and services.

- B. Registration, administration, and evaluation of courses.
- C. College District has acquired philanthropic funding to fully support this partnership. English HSE and ESL Levels 1-2 will be funded by the COLLEGE DISTRICT's Texas Workforce Solution. Adult Education and Literacy (AEL) Grant. Funding from the AEL Grant will be distributed to the COLLEGE DISTRICT once students complete their onboarding paperwork.
- D. Notwithstanding anything herein to the contrary, the Parties shall comply with the terms and conditions of that certain Memorandum of Understand (the "MOU") entered into by and between College District and School District dated as of June 30, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. To the extent there is any conflict between the MOU and this Agreement, the terms and conditions of the MOU shall control.
- E. A COLLEGE DISTRICT certificate of completion to each student upon successful completion of an entire course/program of study.

III. DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT WILL PROVIDE:

- A. A minimum enrollment of fifteen (15) students per class with a maximum enrollment of thirty (30) students.
- B. Adequate space meeting ADA requirements, and access to facilities for training and related services.
- C. Assistance with technical support, as needed, at the space provided.
- D. Staff assistance for planning and recruitment of students for programs and services.
- E. Staff support for case management and job placement assistance.
- F. Any other support services which SCHOOL DISTRICT is able and willing to reasonably provide that will enhance participant support services and contribute to successful program implementation.
- G. Support services to include student learning materials, supplies, and incentives where existing funding permits or upon receipt of funding for such services during the period covered by this agreement.
- H. Input regarding training curriculum and customer satisfaction evaluation of COLLEGE DISTRICT services.
- I. Staff assistance to work with COLLEGE DISRICT to pursue grant funding and other fundraising options to continue providing services at no cost to residents.
- J. SCHOOL DISTRICT shall provide reasonable and customary building services, including but not limited to utilities, Wi-Fi, and custodial services.
- K. There shall be no charge to COLLEGE DISTRICT for any of these services or for the use of the facilities: however, any costs associated with, but not limited to, damages to equipment and/or

facilities by a COLLEGE DISTRICT employee, agent, or contractor will be the sole responsibility of COLLEGE DISTRICT.

- L. SCHOOL DISTRICT shall be responsible for required criminal background checks (SCHOOL DISTRICT system) of all personnel related to the Services provided under this agreement, whether SCHOOL DISTRICT, COLLEGE DISTRICT, or contract custodial. Charges associated with such background checks will be borne by SCHOOL DISTRICT.

IV. GENERAL GUIDELINES

- A. Services provided may be altered or discontinued by either Party due to loss or decrease in grant funding by providing written notice to the other Party as stipulated in this Agreement.
- B. This Agreement may be amended by a written document approved in the same manner as the original agreement.
- C. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.
- D. In order for COLLEGE DISTRICT to offer Continuing Education Units to students of SCHOOL DISTRICT, the COLLEGE DISTRICT must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the COLLEGE DISTRICT must be able to demonstrate it is in control of the curriculum and the instructor with “control” taken to mean the COLLEGE DISTRICT must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

V. TERM

This Agreement is effective from September 1, 2021 (the “Effective Date”) and expires on August 31, 2022. This Agreement may be renewed for up to four (4), one (1) year terms, upon mutual written agreement of the Parties.

VI. TERMINATION

Either Party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this Agreement is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

VII. MISCELLANEOUS PROVISIONS

- A. This Agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each party shall maintain control over its own employees and agents.
- B. No Party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering into this Agreement.
- C. This Agreement shall not benefit or obligate any person or entity who is not a party. The Parties shall

cooperate fully in opposing any attempt by any third party to claim and benefit, protection, or other consideration under this Agreement.

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

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
300 Trinity Campus Circle Fort Worth, TX 76102

SCHOOL DISTRICT
Cherie Washington, Ed.D.
Chief of Student Support Services
Fort Worth ISD
100 N. University Drive Fort Worth, TX 76107

Executed as of September 1, 2021, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By Eugene Giovannini
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By _____
Kent Scribner, Ph.D.
Superintendent, Fort Worth ISD

Tobi Jackson
School Board President
Fort Worth Independent School District

Carin "CJ" Evans
School Board Secretary
Fort Worth Independent School District

AA
10/1/21

Implemented October 2021



MEMORANDUM OF UNDERSTANDING BETWEEN

Tarrant County College

AND Fort Worth ISD

Adult Education Site Contract

Effective for the time period beginning in July 1, 2021 and ending June 30, 2022
for the Tarrant County Adult Education and Literacy Consortium

PURPOSE

The purpose of this MOU is to establish the terms and conditions under Workforce Solutions for Tarrant County (WSTC) and the Tarrant County Adult Education and Literacy Consortium (TCAELC) partners which will meet the statement of responsibilities for each of the parties outlined in this agreement.

Workforce Solutions for Tarrant County serves the needs of businesses and residents in Tarrant County, and administer funds for education and occupational training received from the Texas Workforce Commission and the U.S. Department of Labor, Education and Training Administration. The Tarrant County Adult Education and Literacy Consortium partners include Workforce Solutions for Tarrant County (WSTC), Arlington Independent School District (AISD), Arlington Public Library, Birdville Independent School District (BISD), Fort Worth Independent School District (FWISD), Tarrant County College (TCC), Tarrant Literacy Coalition, and The Learning Center of North Texas (Link-ED). TCAELC is to provide adult education services and programs to improve self-sufficiency for Tarrant County residents.

Site locations serving Adult Education and Literacy students must comply in agreement to the terms and conditions outlined by WSTC and the TCAELC providers.

SERVICES

Services provided by the adult education and literacy provider have been outlined to provide one or all of the following:

- Adult Basic Education (ABE) grade level 0-8.9 Literacy
- Adult Secondary Education (ASE/High School Equivalency) grade level 9-12
- English as a Second Language (ESL) and Citizenship
- Transition Classes
- Career Pathways
- Site-based Workplace Literacy
- Hiring of staff and compensation coverage including method of payment (instructors, site facilities and aides)
- Instructional supplies and materials including textbooks and technology or software
- Student intake, assessments, and record keeping
- Development and distribution of outreach and recruitment materials
- Assessment and instructional support for persons with Learning Differences or Disabilities.

Services provided by the partner contract site will include the following:

- Adequate office and classroom space. Classroom space with WIFI capability and electrical outlets sufficient for computing devices is preferred. Optional instructional materials are



whiteboards, chalk boards, and other materials associated with these.

- Assist in the promotion of adult education services to the community to enhance student enrollment.

TERMS AND CONDITIONS

To establish the maintenance of all classes the following terms and conditions will be followed by TCAELC to the partner site location (s). This MOU may be terminated without cause by either party with written notice to the address listed above by mail (certified or hand delivery) within thirty (30) days.

I. Staffing:

- a. Adult Education and Literacy (AEL) instructors must hold a Bachelor's Degree; valid Texas Teacher Certificate is preferred
- b. All staff members will meet minimum job qualifications and comply with professional development training as required by the Texas Workforce Commission.
- c. All instructional staff will be screened and selected by the AEL service provider. AEL service providers are as follow: AISD, Arlington Public Library, BISD, FWISD and TCC.

II. Enrollment and Retention:

- a. Students 19 years of age or older, not currently enrolled in school; 17 and 18 year olds may be admitted only with official Texas Education Agency (TEA) letter of withdrawal from their respective school districts and with their parent permission. For homeless 17 and 18 year olds, a written Self Attestation Letter must be provided stating living situation and eligibility.
- b. Student social security number or other official form of ID is preferred.
- c. Student recruitment will be in cooperation with city organizations, workforce centers, community based organizations, faith based organizations, area schools and Workforce Solutions for Tarrant County Communications and Marketing Department.
- d. Equal opportunity is provided by WSTC and TCAELC for all students who participate in adult education programs in accordance to the Civil Rights Act of 1964, Title VII. Students cannot be discriminated based on race, color, religion, sex or country of origin. Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA) prohibiting the discrimination against individuals with disabilities.
- e. A minimum of 20 students must be identified to establish a class along with a minimum average class attendance of 15 students must be maintained on a monthly basis.
- f. Classes having less than the required minimum average class attendance per month may be closed within one (1) month. For consideration to avoid class closure, written justification documenting evidence of improved attendance is acceptable.
- g. No student tuition or fees shall be charged for adult education as a condition for membership and participation in class.

III. Record Keeping and Reporting:

- a. All student enrollment information, progress records and student books will be kept in a secured location to prevent the release of Personal Identifiable Information (PII).
- b. The Instructor will submit the student records and reports as required by WSTC on TEAMS. Additional documentation must be kept secured and available for monitoring:
- c. Student Portfolios
- d. Student Enrollment Forms
- e. Student Attendance Records
- f. Monthly Class Attendance Report
- g. Student Evaluations of Teacher and Site
- h. Student Success Stories (minimum of 2 per site is required before the end of the fiscal year June 30, 2019)
- i. Student Follow-Up Survey Forms



PROGRAM SUPERVISION:

Monitoring, coordination, and supervision of the program and staff will be the responsibility of each TCAELC partner in compliance with all pertinent TWC regulations and guidelines. Each site is to be monitored once per quarter of the current fiscal year. Copies of the site monitoring report will be provided to the Site Location and WSTC. Originals are to be held at the Service Provider administration office location.

FUNDING:

Notwithstanding anything provided to the contrary, it is understood and agreed that the anticipated services under this agreement are limited and expressly subject to the availability and receipt of funds by WSTC from TWC.

MISCELLANEOUS:

The construction, interpretation and enforcement of this MOU shall be governed the laws of the State of Texas. Either party may cancel this agreement within a thirty (30) day notice.

SIGNATURES:

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Executed to be effective as of June 30, 2021.

Print: Eugene Giovannini, Ed.D., Chancellor <small>Authorized TCAELC Partner Title</small>	<i>Eugene Giovannini</i> <small>Signature</small>	12/2/2021
E-Mail Address: <u>chancellors.office@tccd.edu</u>		
Telephone (817) <u>515</u> - <u>5201</u> Fax () _____ <small>Please Print</small>		
Mailing Address of TCAELC Partner: <u>300 Trinity Campus Cir., Fort Worth TX 76102</u> <small>Street City State Zip Code</small>		

Print: Kent Scribner, Ph.D., Superintendent <small>Authorized Site Contract Representative Title</small>	_____ <small>Signature</small>	
E-Mail Address: _____		
Telephone () _____ - _____ Fax () _____ - _____ <small>Please Print</small>		
Mailing Address of Site Provider: <u>100 N. University Dr. Fort Worth TX 76107</u> <small>Street City State Zip Code</small>		

AA
12/2/21

Acknowledged Receipt of copy:

Print: _____ <small>Authorized Workforce Solutions Tarrant County Representative</small>	_____ <small>Signature</small>	
E-Mail Address: _____		
Telephone () _____ - _____ Fax () _____ - _____ <small>Please Print</small>		
Mailing Address of WSTC: <u>1320 S. University Drive Suite 600, Fort Worth, TX 76107</u> <small>Street City State Zip Code</small>		

Print: Tobi Jackson, School Board President

Signature

E-Mail Address: _____

Telephone () _____ - _____

Mailing Address of Site Provider: 100 North University Drive, Fort Worth, Texas, 76107

Print: Carin "CJ" Evans, School Board Secretary

Signature

E-Mail Address: _____

Telephone () _____ - _____

Mailing Address of Site Provider: 100 North University Drive, Fort Worth, Texas, 76107

INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND THE

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ADULT EDUCATION

STATE OF TEXAS

This Agreement (herein so called) is made and entered into as of **September 1, 2021**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district (referred to herein as "SCHOOL DISTRICT") COLLEGE DISTRICT and SCHOOL DISTRICT may be collectively referred to as the "Parties" or individually as a "Party."

This Agreement for programmatic purposes, may be renewed annually in writing contingent upon funding and program outcomes.

I. PURPOSE

The purpose of this Agreement between COLLEGE DISTRICT, specifically the Trinity River Campus and the SCHOOL DISTRICT is to clarify the role and responsibilities of each Party in providing educational services to empower and promote economic self-sufficiency for the community.

II. DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT will provide:

- A. Educational and related services to residents of Tarrant County and/or surrounding community. Services may include but not limited to:
 1. Spanish High School Equivalency (HSE), and English as Second Language (ESL) Levels 3-5 competency preparation at:
 - a. Oakhurst Elementary School, 2700 Yucca Ave, Fort Worth, TX 76111; Monday and Wednesday 10:00 a.m. - 1:00 p.m., Tuesday and Thursday 6:00 p.m. - 9:00 p.m. Starting 9/6/21.
 - b. Eastern Hills Elementary School 5917 Shelton Street, Fort Worth, TX 76112; Tuesday and Thursday 10:00 am - 1:00pm, Monday and Wednesday 6:00 p.m. - 9:00 p.m. Starting 9/6/21.
 - c. These courses are modified from our traditional quarterly offerings to be 96-hour courses offered each semester rather than 48-hour courses offered each quarter.
 - d. At the request of the SCHOOL DISTRICT, as of August 23, 2021, these classes are operating in a virtual instructional method to limit the number of people onsite at the school campuses during the COVID-19 pandemic.
 2. Academic and vocational assessments, including pre- and post-assessments.
 3. Share campus resources, inform students about career pathways and certificate programs, and
 4. Interface with other campus-based activities and services.
- B. Registration, administration, and evaluation of courses.
- C. College District has acquired philanthropic ¹⁵⁹funding to fully support this partnership. Spanish HSE

and ESL Levels 3-5 will be funded through a grant from the Rainwater Foundation to the COLLEGE DISTRICT. These funds will be paid directly to the COLLEGE DISTRICT and the SCHOOL DISTRICT will not be billed. Funding from the Rainwater Foundation will be distributed to the COLLEGE DISTRICT at the start of the academic year.

- D. A COLLEGE DISTRICT certificate of completion to each student upon successful completion of an entire course/program of study.

III. DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT WILL PROVIDE:

- A. A minimum enrollment is fifteen (15) students per class with a maximum enrollment of thirty (30) students.
- B. Adequate space meeting ADA requirements, and access to facilities for training and related services.
- C. Assistance with technical support, as needed, of the learning center at space provided.
- D. Staff assistance for planning and recruitment of students for programs and services.
- E. Staff support for case management and job placement assistance.
- F. Any other support services which SCHOOL DISTRICT is able and willing to reasonably provide that will enhance participant support services and contribute to successful program implementation.
- G. Support services to include student learning materials, supplies, and incentives where existing funding permits or upon receipt of funding for such services during the period covered by this agreement.
- H. Input regarding training curriculum and customer satisfaction evaluation of COLLEGE DISTRICT services.
- I. Staff assistance to work with COLLEGE DISTRICT to pursue grant funding and other fundraising options to continue providing services at no cost to residents.
- J. SCHOOL DISTRICT shall provide reasonable and customary building services, including but not limited to utilities, Wi-Fi, and custodial services.
- K. There shall be no charge to COLLEGE DISTRICT for any of these services or for the use of the facilities: however, any costs associated with, but not limited to, damages to equipment and/or facilities by a COLLEGE DISTRICT employee, agent, or contractor will be the sole responsibility of COLLEGE DISTRICT.
- L. SCHOOL DISTRICT shall be responsible for required criminal background checks (SCHOOL DISTRICT system) of all personnel related to the Services provided under this agreement, whether SCHOOL DISTRICT, COLLEGE DISTRICT, or contract custodial. Charges associated with such background checks will be borne by SCHOOL DISTRICT.

IV. GENERAL GUIDELINES

- A. Services provided may be altered or discontinued by either Party due to loss or decrease in grant funding.
- B. This Agreement may be amended by a written document approved in the same manner as the original agreement.

- C. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.
- D. In order for COLLEGE DISTRICT to offer Continuing Education Units to students of SCHOOL DISTRICT, the COLLEGE DISTRICT must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the COLLEGE DISTRICT must be able to demonstrate it is in control of the curriculum and the instructor with “control” taken to mean the COLLEGE DISTRICT must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

V. TERM

This Agreement is effective from September 1, 2021 (the “Effective Date”) and expires on August 31, 2022. This Agreement may be renewed for up to four (4), one (1) year terms, upon mutual written agreement of the Parties.

VI. TERMINATION

Either Party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this agreement is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

VII. MISCELLANEOUS PROVISIONS

- A. This Agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each Party shall maintain control over its own employees and agents.
- B. No Party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers, or employees as a result of entering into this Agreement.
- C. This Agreement shall not benefit or obligate any person or entity who is not a party. The Parties shall cooperate fully in opposing any attempt by any third party to claim and benefit, protection or other consideration under this Agreement.

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

COLLEGE DISTRICT
 Elva LeBlanc, Ph.D.
 Executive Vice Chancellor-Provost
 Tarrant County College
 300 Trinity Campus Circle Fort Worth, TX 76102

SCHOOL DISTRICT
 Cherie Washington, Ed.D.
 Chief of Student Support Services
 Fort Worth ISD
 100 N. University Drive Fort Worth, TX 76107

[Signature Page Follows]

Executed as of September 1, 2021, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AA
12/1/21

By Eugene Giovannini
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By _____
Kent Scribner, Ph.D.
Superintendent, Fort Worth ISD

Tobi Jackson
School Board President
Fort Worth Independent School District

Carin "CJ" Evans
School Board Secretary
Fort Worth Independent School District

Implemented October 2021

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE FOOD SERVICE MANAGEMENT CONTRACT RENEWAL FOR THE 2022-2023 SCHOOL YEAR CONTINGENT UPON REVIEW AND FINAL APPROVAL BY THE TEXAS DEPARTMENT OF AGRICULTURE**

BACKGROUND:

Aramark was awarded a Food Service Management Contract (FSMC) for the 2021-2022 school year with the option to renew up to four (4) additional school years. The District must notify Texas Department of Agriculture (TDA) each year of its intent to renew the contract with Aramark. TDA has established a new deadline to submit the intent to renew the contract for the 2022-2023 school year. The new deadline is on or before December 31, 2021.

The FSMC is not considered executable until approval has been granted by TDA.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Food Service Management Contract Renewal for the 2022-2023 School Year Contingent Upon Review and Final Approval by The Texas Department of Agriculture
2. Decline to Approve Food Service Management Contract Renewal for the 2022-2023 School Year Contingent Upon Review and Final Approval by The Texas Department of Agriculture
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Food Service Management Contract Renewal for the 2022-2023 School Year Contingent Upon Review and Final Approval by The Texas Department of Agriculture

FUNDING SOURCE: *Additional Details*

Special Revenue 701-35-6299-001-999-99-540-000000

COST:

The final cost will be dependent on the number of meals served. The current estimate is that the cost to operate the Child Nutrition Program for the 2022-2023 school year is \$46.3 million, which includes the estimated payments to the Food Service Management Contractor of \$25.4 million.

VENDOR:

Aramark

PURCHASING MECHANISM:

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

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

District-wide participation

RATIONALE:

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

INFORMATION SOURCE:

Michael Ball
Joseph Coburn

Notice

The suggested form below is provided to address regulatory changes that effect the 2022-2023 school year.

**REQUEST FOR PROPOSAL AND CONTRACT NO. 21-063 _____ (Contract #) BETWEEN
Fort Worth Independent School District, SFA, AND Aramark Educational Services, LLC, FSMC
First AMENDMENT**

This Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between Fort Worth Independent School District, School Food Authority, (SFA), and Aramark Educational Services, LLC, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No. 21-063 (Contract) that was executed by SFA and FSMC on May 24, 2021 (Date).

The Contract is amended as follows:

1. Throughout the Contract, the terms “USDA commodities” are deleted and replaced with the current term for such commodities, which is “USDA Foods.”
2. Page 2 of the Contract and Exhibit G, “Schedule of Applicable Laws,” are amended by deleting the existing nondiscrimination statements and replacing them in their entirety with the following assurance:

“The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed, to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant.”

3. Section II, A. “Legal Notice,” and Exhibit G, “Schedule of Applicable Laws,” are amended by adding the following statement encouraging the use of Historically Underutilized Businesses (HUBs):
“The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.”

4. Section II, C. "Procurement Method," second bulleted paragraph, is amended by adding the following statement that price must be the primary factor for all proposal evaluations: "USDA policy requires price to be the primary evaluation factor."
5. Section III, A. "Definitions," is amended by deleting the reference, if any, and definition for "Retroactive Incentive Fee" and replacing it with the following definition for "Incentive fee":
 - "Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve SFA's food service participation, the amount of which depends on FSMC's performance during the current school year and related to a benchmark number established by the SFA. Incentive Fees may only apply to meals served in the SFA's food service operation during the current school year;" and
 - The option for and reference to a "Retroactive Incentive Fee" in Section III, B is hereby deleted.
6. Section III, B. "Scope and Purpose of this Contract," is amended by adding the following to the Contract:
 - "The duration of the contract, unless terminated in accordance with Section III, Paragraph L, is valid for the 2022-2023 school year;"
 - "This contract and this Amendment is for a one-year period beginning July 1, 2022, and terminating on June 30, 2023;"
 - "This contract may be renewed as allowed by regulation provided the parties have not exhausted all renewals remaining under the contract for additional one-year terms upon mutual agreement between the SFA and FSMC and is subject to the fulfillment of all contract terms;" and
 - "The SFA is responsible for the establishment and maintenance of the free and reduced-price meal eligibility documentation."
7. Section III, C. "Food Service of the Contract," is amended by adding the following to the Contract:
 - "The FSMC will provide meals on days and times as requested by the SFA and in alignment with the SFA school calendar;"
 - "The FSMC will provide meals in compliance with the meal pattern as required by USDA and reflected in TDA guidance;" and,
 - "When an accommodation is made without a medical disability, the FSMC must provide the same special dietary accommodation for all students if a special dietary accommodation is made for one student."
8. Section III, D. "Use of Advisory Group/Menus," and Exhibit G, "Schedule of Applicable Laws" of this contract are amended by adding the following statements at the end of those sections:

"There is no requirement for submission of a 21-day a la carte menu. All a la carte sales must be in compliance with the competitive foods requirements of this Contract and applicable federal regulations."
9. (Cost-Reimbursable Contracts Only) Section III, E. "Purchases" of the Contract is amended by deleting the existing option choices related to procurement in cost reimbursable contracts and adding the following statements and provisions to that section:

- “The FSMC must disclose all credits, discounts, rebates, allowances, and incentives received by the FSMC on invoices submitted for payment;”
 - “The FSMC must credit the SFA’s monthly bill/invoice for the market value of all credits, discounts, and rebates for purchases made on behalf of the SFA and provide documentation which allows the SFA to audit the accuracy of credits, discounts, and rebates for purchases made on behalf of the SFA;”
 - “The SFA must ensure there is no conflict of interest between the SFA’s contracted FSMC and any third-party purchasing agent, including, but not limited to, ensuring that there are no duplicative fees for products or services provided by both the FSMC and any third-party purchasing agent;”
 - “If the FSMC is acting as the purchasing agent on behalf of the SFA that the FSMC purchases must be in compliance with all applicable local, state, and federal regulations;”
 - The following options related to procurement are added to the contract and provide three options to the SFA: “(1) SFA performs all purchasing for the food service operation; (2) FSMC performs all purchasing for the food service operation, including, but not limited to, USDA Foods processing; or (3) FSMC performs all purchasing for the food service operation, excluding USDA Foods processing.”
 - The options related to geographic preference in procurement are hereby updated as follows:
 - “SFA requires the FSMC to work with the SFA to establish a process for incorporating geographic preferences in the procurement of food and food products; OR The SFA does not require the FSMC to work with SFA to establish a process for incorporating geographic preference;” and
 - “The FSMC must use the SFA’s USDA Foods allocation for the benefit of the SFA. Fulfillment of the contract provisions related to USDA Foods is a requirement that must be met before renewal of the Contract can be approved.”
10. (Fixed rate contracts) – The FSMC must credit the SFA’s monthly bill/invoice for the market value of all USDA Foods and provide documentation which allows the SFA to audit the accuracy of credits.
11. Section III, F. “USDA Foods” of the Contract is amended by adding the following statements:
 - “The SFA must ensure that the full value of USDA Foods is used in the meal service each year;”
 - “The SFA must maintain final responsibility for management and oversight for procuring processing agreements and general management of USDA Foods;”
 - “The FSMC must credit the SFA for the full value of USDA Foods contained in end products at the processing agreement value as described in the Contract;” and
 - “The method used to determine the value of USDA Foods cannot be established through a post-award negotiation or by any other method that may directly or indirectly alter the terms and conditions of the procurement contract.”
12. Section III, K. “Books and Records of the Contract,” is amended by adding the following statements to that section as necessary:

- “The SFA must conduct an internal audit of food, labor, and other expense for cost-reimbursable contracts;” and
 - “For purposes of this Contract, “paid adult meals” constitute nonprogram revenue.”
13. Section III, O. “Optional Requirements to Be Included,” of the Contract is amended by adding the following provision at the end of that section:
“The reimbursement of Contractor for duplicative costs is prohibited if SFA owns or purchases the Point of Service or Point of Sale system (POS) and FSMC as Contractor is merely operating or using such SFA POS system.”
14. Exhibit C, “Food Service Budget-Continued,” of the Contract is amended; the new format must be utilized.
15. Exhibit M, “Purchase Discounts, Rebates, Credits, and Value of USDA Foods” of the Contract is amended by stating as follows:
– “The SFA shall verify the accuracy of credits, discounts, rebates, and the full value of USDA Foods;” and
– “The FSMC shall be required to submit documentation to the SFA which will allow the SFA to verify the accuracy of credits, discounts, rebates and the full value of USDA Foods.”
16. The Texas Department of Agriculture 2022-2023 CONTRACT RENEWAL CHECKLIST, attached to this Renewal Amendment as Exhibit A, is hereby fully incorporated herein with all attachments, and specifically denotes agreed changes and updates to the original contract, including: fee increases to the contract including methodology, changes in allocated charges, changes to the food service budget, changes in the guaranty, updates due to regulatory changes, a list of schools served and a list of any new or deleted schools served, signed certifications, and the required compliance assessment. By their signature to this Renewal Amendment, the Parties agree to the changes and updates as reflected in Exhibit A.
17. All other terms of this Contract executed by SFA and FSMC shall remain the same.
18. This Amendment is only valid for the 2022-2023 school year. This Amendment shall terminate on June 30, 2023. This Amendment is executed by the Parties in their capacities, as stated below. All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Amendment to the Contract shall be in effect as of the date of execution by the SFA and ending on June 30, 2023, and may be renewed by mutual agreement with another Amendment if provided in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Aramark Educational Services, LLC
Name of FSMC

Signature of Authorized Representative

Dave Parsonage
Typed Name of Authorized Representative

Regional Vice President
Title

Date Signed

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

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

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

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

1. Cover letter with the SFA’s intent to renew its FSMC contract for the 2022-2023 school year.

2. Contract Renewal Agreement. (Please select boxes where applicable.)

A. Methodologies for Fee Increases

Fee increases, including Allocated Charges, must be linked to the Consumer Price Index (“CPI”). A methodology and calculation must be provided for any fee increase to reflect the percentage of increase in the CPI. Please select each box below that applies.

Cost Reimbursable Renewals

Administrative Fee Increase/Methodology Attached

Current Administrative Fee \$ _____

Proposed Administrative Fee \$ _____

Management Fee Increase/Methodology Attached

Current Management Fee \$ _____

Proposed Management Fee \$ _____

Fixed Meal-Rate Renewals

Fixed Meal-Rate Increase/Methodology Attached

School Breakfast Program

Current Fee \$2.15 _____

Proposed Fee \$2.26 _____

National School Lunch Program

Current Fee \$3.36 _____

Proposed Fee \$3.52 _____

Afterschool Care Program
Current Fee \$0.95

Proposed Fee \$1.00

Other Program(s) Specify A La Carte

Current Fee \$3.45

Proposed Fee \$3.62

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

No Fee Increase

B. Regulatory Changes

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

C. Contract term

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

D. Guaranty

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

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

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

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

2021-22 Food Service Budget
Food Service Budget from the school year ending June 2022

2022-23 Food Service Budget
Projected Food Service Budget for the upcoming school year

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

5. Certifications - Provide the following signed certifications:
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
 - Exhibit J - Anti-Collusion Affidavit
 - Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions

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

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

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

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

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

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

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

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

Fort Worth Independent School District
SFA Name

220-905
County District Number

01020
CE ID

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

By: _____
(Signature)

(Date)

Joseph Coburn
(Printed name of person signing)

Chief of District Operations
(Position/Title)

Fixed-Rate Budget
[To be completed by SFA]

If SFA does not have a school board approved Budget, please submit a draft.

Projected Revenue: Based on 174 days of meal service in the School Year 2017-2018 and 2021-22 reimbursement rates.

Check one:

- These numbers are based on projected revenues for School Year _____ using the months of _____ through _____ [insert month/year].
- These numbers are based on actual revenue from the School Year 2017-2018.

All non-program revenue in dollars must be converted to Meal Equivalents to estimate expense. Formula to convert is: Sales: Revenue in Dollars / (Free reimbursement rate + USDA foods entitlement rate) x per meal rate

Consolidated Food Service Budget School Year 2022-2023

Revenue:

Local

Student Breakfast Sales Revenue	\$ 52,366.47
Student Lunch Sales Revenue	\$ 1,142,404.34
Adult & À la carte Sales Revenue	\$ 1,679,891.56
Catering & Other Non-Program Revenue	\$ 32,422.02
Total Sales:	\$ 2,907,084.39

Reimbursement

School Breakfast Program	\$ 10,981,261.85
National School Lunch Program	\$ 31,218,041.99
After School/At-Risk Snack Program	\$ 458,528.12
At-Risk CACFP Supper Program	\$ 0.00
State Matching Reimbursement	\$ 274,021.52
Other Federal/State Reimbursement	\$ 488,594.17
Total Reimbursement	\$ 43,420,447.66

Total Revenue: (Total Sales + Total Reimbursement)

\$ 46,327,532.05

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$ 6,877,823.61
Reimbursable Lunch Meal Rate Fee	\$ 20,409,520.87
Reimbursable Snack Meal Rate Fee	\$ 293,033.99
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 0.00
À la carte Sales	\$ 983,533.76
Catering	\$ 29,372.81
Other Non-Program	\$ 0.00
SFA Direct Expense	\$ 17,734,247.00
Optional Requirement/Other	
Total Expenses:	\$ 46,327,532.05

Estimated Budget Projection: Total Revenue – Expenses:

\$ 0.00

USDA Foods Entitlement Allocation Estimate:

\$4,508,059.00

Is there a guarantee required in the initial year contract?

Yes No If yes, amount \$ 0.00

Is there an equipment investment provision in the initial contract?

Yes No If yes, amount \$ 1,500,000.00

Unit Name: Ft Worth ISD

Methodology for Calculation of Increase in
Fixed Meal Rates

Aramark has utilized the following methodology in calculating the increase in its Fixed Meal Rates for the 2022 - 2023 school year.

Aramark's Fixed Meal Rates were increased by a percentage equivalent to the percentage change in **(CPI - U) Food Away From Home – South** ("CPI") from October 2020 to October 2021 as published by the U.S. Department of Labor, Bureau of Labor Statistics (November, 2021 report).

CPI-U Food Away From Home – South

Index, October 2020	294.632
Index, October 2021	309.069
Increase	14.43697
% Increase	4.9%

	SY 21/22			SY 22/23
Breakfast Meal Rate	\$2.1500	X	1.049 =	<u>\$2.2554</u>
Lunch Meal Rate	\$3.3573	X	1.049 =	<u>\$3.5218</u>
Snack Meal Rate	\$0.9500	X	1.049 =	<u>\$0.9966</u>
A la Carte	\$3.4500	X	1.049 =	<u>\$3.6191</u>
Dinner	\$3.3573	X	1.049 =	<u>\$3.5218</u>



For Release: Wednesday, November 10, 2021

21-1983-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

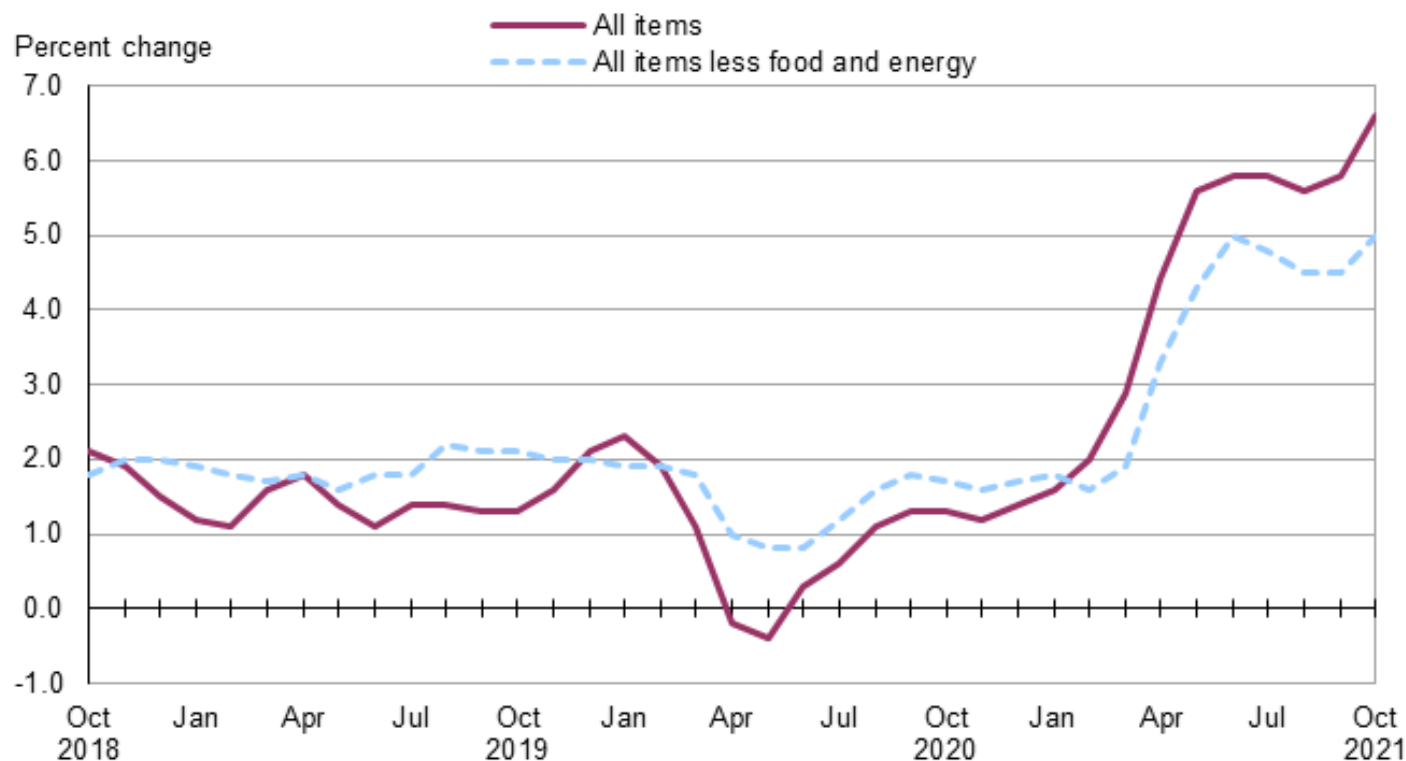
Consumer Price Index, South Region – October 2021

Prices in the South up 1.0 percent over the month and 6.6 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 1.0 percent in October, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy rose 0.7 percent in October. The energy index and the food index also increased over the month, up 3.3 percent and 1.1 percent, respectively. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 6.6 percent for the 12 months ending in October, after increasing 5.8-percent over the 12-month period ending in September. The index for all items less food and energy increased 5.0 percent over the past year, while the energy index rose 29.3 percent. The food index increased 5.1 percent over the past 12 months. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, October 2018–October 2021



Source: U.S. Bureau of Labor Statistics.

Food

The food index rose 1.1 percent in October, led by a 1.2-percent increase in the food at home index. The food away from home index also increased in October, up 0.9 percent.

The food index advanced 5.1 percent for the 12 months ending in October, reflecting increases in the food at home (5.3 percent) and food away from home (4.9 percent) indexes.

Energy

The energy index rose 3.3 percent in October, reflecting a 5.3-percent increase in the gasoline index. The utility (piped) gas service index rose 6.4 percent in October, while the electricity index was unchanged over the month.

The energy index advanced 29.3 percent for the 12 months ending in October, led by a 53.4-percent rise in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 6.6 percent and 22.3 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 0.7 percent in October. The new and used motor vehicles index increased 2.5 percent over the month, reflecting increases in the used cars and trucks (2.9 percent) and new vehicles (2.2 percent) indexes. The shelter index was up 0.5 percent in October.

The index for all items less food and energy advanced 5.0 percent for the 12 months ending in October, reflecting increases across many indexes. The new and used motor vehicles index rose 16.6 percent over the past 12 months, led by a 26.3-percent increase in the used cars and trucks index. Shelter (3.9 percent) was also among the indexes to increase over the past year.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 1.0 percent in the South Atlantic division in October. The all items index rose 0.9 percent in both the East South Central and West South Central divisions.

Over the year, the all items index advanced 7.2 percent in the East South Central division. The all items index rose 6.6 percent in the West South Central division and 6.5 percent in the South Atlantic division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	0.5	2.6	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6
February.....	0.2	2.8	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0
March.....	0.0	2.2	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9
April.....	0.2	2.0	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4
May.....	0.0	1.7	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6
June.....	0.2	1.5	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8
July.....	-0.2	1.6	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8
August.....	0.4	1.9	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6
September.....	0.7	2.4	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8
October.....	-0.2	2.0	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6
November.....	-0.1	2.1	-0.3	1.9	0.0	1.6	-0.1	1.2		
December.....	-0.1	1.8	-0.5	1.5	0.0	2.1	0.2	1.4		

The Consumer Price Index for November 2021 is scheduled to be released on Friday, December 10, 2021, at 8:30 a.m. (ET).

Coronavirus (COVID-19) Impact on October 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in October was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater

volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Aug. 2021	Sep. 2021	Oct. 2021	Oct. 2020	Aug. 2021	Sep. 2021
Expenditure category						
All Items.....	263.728	264.593	267.160	6.6	1.3	1.0
All items (December 1977=100).....	427.803	429.206	433.371	-	-	-
Food and beverages	272.989	275.426	278.215	4.9	1.9	1.0
Food	274.788	277.392	280.435	5.1	2.1	1.1
Food at home	256.738	259.928	263.147	5.3	2.5	1.2
Cereal and bakery products	294.162	299.473	301.019	3.4	2.3	0.5
Meats, poultry, fish, and eggs.....	282.373	287.217	292.778	12.7	3.7	1.9
Dairy and related products	228.888	230.258	231.894	0.4	1.3	0.7
Fruits and vegetables	298.343	300.525	303.516	4.8	1.7	1.0
Nonalcoholic beverages and beverage materials.....	176.457	178.345	180.845	1.6	2.5	1.4
Other food at home	221.798	224.346	227.000	3.4	2.3	1.2
Food away from home.....	304.448	306.240	309.069	4.9	1.5	0.9
Alcoholic beverages	247.761	247.947	247.308	2.5	-0.2	-0.3
Housing	259.417	260.865	262.273	4.5	1.1	0.5
Shelter	299.571	301.178	302.555	3.9	1.0	0.5
Rent of primary residence	313.508	315.596	317.726	3.4	1.3	0.7
Owners' equiv. rent of residences(1).....	301.150	302.913	304.596	3.5	1.1	0.6
Owners' equiv. rent of primary residence(1)	301.156	302.914	304.594	3.5	1.1	0.6
Fuels and utilities.....	256.076	257.695	259.760	7.4	1.4	0.8
Household energy	206.081	207.580	209.677	9.1	1.7	1.0
Energy services.....	206.066	207.470	209.347	8.7	1.6	0.9
Electricity	201.768	203.458	203.495	6.6	0.9	0.0
Utility (piped) gas service	217.620	217.010	230.948	22.3	6.1	6.4
Household furnishings and operations.....	132.010	132.841	133.946	5.2	1.5	0.8
Apparel	129.051	130.867	131.939	4.5	2.2	0.8
Transportation	238.554	236.719	242.844	19.8	1.8	2.6
Private transportation	240.592	239.216	245.570	20.9	2.1	2.7
New and used motor vehicles(2).....	122.525	120.661	123.658	16.6	0.9	2.5
New vehicles	163.597	165.216	168.782	9.8	3.2	2.2
New cars and trucks(2)(3).....	111.419	112.525	114.963	9.9	3.2	2.2
New cars(3).....	162.026	163.479	166.689	9.2	2.9	2.0
Used cars and trucks.....	198.439	191.021	196.602	26.3	-0.9	2.9
Motor fuel	256.207	257.740	271.606	53.3	6.0	5.4
Gasoline (all types).....	255.033	256.554	270.273	53.4	6.0	5.3
Unleaded regular(3)	248.993	250.549	264.406	55.1	6.2	5.5
Unleaded midgrade(3)(4)	284.729	286.102	299.018	45.9	5.0	4.5
Unleaded premium(3).....	278.241	279.344	290.747	41.1	4.5	4.1
Motor vehicle insurance(5).....	954.379	955.753	949.398	6.6	-0.5	-0.7
Medical care	498.642	498.025	502.016	2.2	0.7	0.8
Medical care commodities.....	348.857	350.555	354.701	1.6	1.7	1.2
Medical care services.....	549.339	547.943	551.885	2.4	0.5	0.7
Professional services	386.051	385.645	385.494	2.7	-0.1	0.0
Recreation(2).....	125.861	127.335	127.743	3.9	1.5	0.3
Education and communication(2).....	138.733	139.237	139.465	2.5	0.5	0.2
Tuition, other school fees, and child care(5) ..	1,387.751	1,394.750	1,396.210	1.6	0.6	0.1
Other goods and services	458.640	458.062	460.236	3.3	0.3	0.5
Commodity and service group						
All Items.....	263.728	264.593	267.160	6.6	1.3	1.0
Commodities	200.636	201.358	204.842	10.8	2.1	1.7

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Aug. 2021	Sep. 2021	Oct. 2021	Oct. 2020	Aug. 2021	Sep. 2021
Commodities less food and beverages	166.210	166.288	169.872	14.6	2.2	2.2
Nondurables less food and beverages	208.929	210.335	215.048	15.6	2.9	2.2
Nondurables less food, beverages, and apparel	257.366	258.584	265.387	19.0	3.1	2.6
Durables	123.763	123.073	125.623	13.6	1.5	2.1
Services	327.008	328.011	329.548	4.0	0.8	0.5
Rent of shelter(1)	308.031	309.671	311.102	4.0	1.0	0.5
Transportation services	366.337	361.680	363.333	5.4	-0.8	0.5
Other services	364.570	367.252	368.016	2.9	0.9	0.2
Special aggregate indexes						
All items less medical care	250.869	251.803	254.288	7.1	1.4	1.0
All items less food	261.754	262.353	264.845	6.9	1.2	0.9
All items less shelter	250.858	251.441	254.474	7.9	1.4	1.2
Commodities less food	168.749	168.830	172.324	14.1	2.1	2.1
Nondurables	239.192	241.087	244.875	9.6	2.4	1.6
Nondurables less food	210.826	212.156	216.542	14.6	2.7	2.1
Nondurables less food and apparel	255.205	256.324	262.423	17.4	2.8	2.4
Services less rent of shelter(1)	361.162	361.405	363.124	4.0	0.5	0.5
Services less medical care services	307.068	308.250	309.588	4.2	0.8	0.4
Energy	224.764	226.245	233.774	29.3	4.0	3.3
All items less energy	269.161	269.969	272.056	5.1	1.1	0.8
All items less food and energy	268.621	269.122	271.048	5.0	0.9	0.7
Commodities less food and energy commodities	158.537	158.434	160.701	8.6	1.4	1.4
Energy commodities	260.384	262.050	276.172	52.9	6.1	5.4
Services less energy services	339.832	340.795	342.299	3.7	0.7	0.4

Footnotes

- (1) Indexes on a December 1982=100 base.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 1993=100 base.
- (5) Indexes on a December 1977=100 base.
- Data not available.

Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

**Exhibit C, Food Service Budget
Fixed Meal Rate**

**Exhibit C, Food Service Budget Continued
FOOD SERVICE BUDGET-FIXED-MEAL RATE**

Fort Worth Independent School District - SFA

School Year 2021 - 2022

Revenues:

Cash Sales:

Student Breakfast Sales	<u>\$44,692</u>
Student Lunch Sales	<u>\$835,178</u>
Student Snack Sales	<u>\$0.00</u>
Student a la carte Sales	<u>\$1,325,088</u>
Adult Sales	<u>\$258,598</u>
Catering Sales	<u>\$24,451</u>
Interest Income	<u>\$8,366</u>
Concession Sales	<u>\$0.00</u>
Vended Meal Sales	<u>\$0.00</u>
Vending Machine Sales	<u>\$0.00</u>
 Total Cash	 <u>\$2,496,373</u>

State and Federal Reimbursement/Funding

NSLP	<u>\$28,142,144</u>
SBP	<u>\$9,871,249</u>
ASCP	<u>\$421,460</u>
SSO	<u>\$471,278</u>
SFSP	<u>\$0.00</u>
State Matching Fund	<u>\$253,000</u>
USDA Foods Received	<u>\$3,582,169</u>
Other Funding	<u>\$0.00</u>
 Total Reimbursements	 <u>\$42,741,300</u>

Total Revenues: = All Cash Sales +	
All Reimbursements	<u>\$45,237,673</u>

Exhibit C, Food Service Budget Continued**Expenses:**

Reimbursable Breakfast Meal Rate Fee	<u>\$7,950,144</u>
Reimbursable Lunch Meal Rate Fee	<u>\$18,541,184</u>
Management Fee	<u>\$0.00</u>
A la Carte Equivalent Meal Rate Fee	<u>\$1,012,098</u>
A la Carte management Meal Rate Fee	<u>\$0.00</u>
SFA Direct Expense	<u>\$17,734,247</u> (Paid by FSMC)

Total Expenses	<u>\$45,237,673</u>
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USDA-donated Foods Used (SFA may call TDA for amount Commodity Division for annual Usage amount for the SFA)	<u>\$3,582,169</u>
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USDA-donated Foods Delivery	<u>\$40,550.00</u> (Paid by FSMC)
USDA-donated Foods Processing	<u>\$67,845.93</u> (Paid by FSMC)

Surplus / Subsidy =

Total Revenues – Total Expenses	<u>\$0.00</u>
---------------------------------	---------------

FSMC Guaranteed Return	<u>\$0.00</u>
FSMC Guaranteed Break Even	<u>X</u>
FSMC Guaranteed Subsidy	<u>\$0.00</u>

SFA Employee responsible for submission of this budget data:

Name: Sylvia Mendoza

Telephone: 817-814-3500

FSMC Employee responsible for submission for this budget data:

Name: _____

Telephone: _____

Notes:

- 1. Estimate based on approximate participation pending students returning to school for onsite learning.**
- 2. Amounts based on an estimated 10% decrease in participation.**
- 3. SFA Direct Expense to be borne by FSMC as part of fixed meal rate.**

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE SECOND READING-REVISIONS TO BOARD POLICY**
 DEC(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:

- DEC(LOCAL): Recommended revisions to remove extensive administrative details not required to be in board policy and add these details to DEC(REGULATION) and other District manuals.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policy DEC(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policy DEC(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policy DEC(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 December 14
2021 BOARD MEETING**

- **DEC(LOCAL):** Recommended revisions to remove extensive administrative details not required to be in board policy and add these details to DEC(REGULATION) and other District manuals.

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy. [See DEC(REGULATION)]

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse’s grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

~~**Bereavement Leave**~~

~~“Bereavement leave” shall be given to all District employees, other than substitute or temporary employees, in the event of the death of a member of the employee’s immediate family.~~

Leave Day

A “leave day” for purposes of earning, using, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Paid Time Off

The term “paid time off” ~~“Paid Time Off”~~ (PTO) shall be defined as a bank of days in which the District pools an employee’s state personal leave, state sick leave, local personal leave, and local sick leave for the employee and allows employees to use the days as needed ~~need or desire arises~~.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state **personal leave** and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

~~If to be eligible to use local personal days,~~ an employee separates from employment with the District before his or her last duty day ~~must have worked a minimum~~ of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed ~~six months~~.

~~When an employee is on a leave of absence, all leave balances shall be kept current (accrued as earned) until the employee returns to work.~~

Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved scheduled PTO absence for which the employee did not obtain approval from an authorized supervisor, or absences beyond accumulated and available paid leave, shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be re-duced for **paid time off (PTO) the employee used beyond his or her pro rata entitlement for the school year.**

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year;~~
- ~~2. Local leave the employee used but had not earned as of the date of separation; and~~
- ~~3. Any additional paid leave the employee received under this policy, including pregnancy/parenting/adoption leave.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay.~~

Order of Use

~~Earned compensatory time shall be used before any available paid PTO. Available PTO shall be used before deducting from an employee's pay. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order:~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Reason for Absence	1st Used Balance	2nd Used Balance	3rd Used Balance	4th Used Balance	5th Used Balance
Local Personal; Formerly Vacation	Local personal	Vacation previous	Local sick	State sick	State personal
Personal	State personal	State sick	Local sick	Local personal	Vacation previous
Sick	Local sick	State sick	State personal	Local personal	Vacation previous
Maternity	Local sick	State sick	State personal	Local personal	Vacation previous
Family Emergency	Local sick	State sick	State personal	Local personal	Vacation previous

Recording

Leave shall be recorded as follows:

1. ~~Leave shall be recorded in whole day or half day increments for all employees.~~
2. ~~If the employee is taking intermittent FMLA leave, leave shall be recorded in one hour increments.~~
3. ~~If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~When an employee is absent ten or more consecutive workdays for medical reasons, the District shall require the employee to request a leave of absence.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or;
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's a spouse, parent, or child; or
- ~~4.~~3. The employee requests FMLA leave for military caregiver leave purposes;

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

- ~~5.~~ Reasons for Use of The employee requests paid pregnancy leave under this policy for a pregnancy-related illness, injury, or medical condition; or
- ~~6.~~ The employee requests parenting or adoption leave under this policy to care for a newborn or newly adopted child with a serious health condition.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Scheduled PTO

PTO shall include leave taken for nondiscretionary and discretionary purposes.

Nondiscretionary Use

Nondiscretionary use of PTO shall be for:

~~To minimize impact on the educational program and District operations, the Board requires employees to differentiate the manner in which discretionary leave is taken (e.g., scheduled PTO).~~

State Personal Leave

~~All District employees (other than substitute and temporary employees) shall be entitled to five days of state personal leave earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts. State leave shall be available for use at the beginning of the school year.~~

Local Leave

~~Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than substitutes, part time employees without benefits, and temporary employees), and any rehired retiree in a permanent full-time position, shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Months Normally Required	Local Leave Days Per Year
10	5
11	6
12	7

~~Local leave shall accumulate without limit and shall be available for use at the beginning of the school year.~~

~~PTO Reasons~~

~~PTO shall include time taken for:~~

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care, when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death of a member of the employee's immediate family; and
4. The reasons allowed for use of state sick leave accumulated before May 30, 1995. ~~[See {see DEC(LEGAL)}]; and~~

Discretionary Use

Discretionary use of PTO is at the individual employee's discretion, subject to this policy.

Scheduled PTO

To minimize the effect of an employee's absence on the educational program and District operations, the Board shall require an employee to schedule PTO taken for discretionary purposes.

Local Leave

Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than a substitute employee, a part-time employee without benefits, or a temporary employee) shall earn five, six, or seven paid local leave days, respectively, each school year, based on the number of months of service normally required for the employee's position in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local sick leave shall be used in accordance with administrative regulations addressing PTO. ~~the limitations set out below.~~

PTO Designation

Although an employee ~~PTO~~ may take PTO for nondiscretionary or discretionary reasons in accordance with this policy, the District shall maintain separate records of ~~be taken for any and all purposes stated above,~~ state personal leave, state sick leave, local personal leave, and local sick leave for purposes ~~days shall remain~~

~~separate for the purpose~~ of accumulation and the order of use ~~determined~~ ~~deemed appropriate~~ by each employee.

~~Sick Leave Program~~

~~An employee who has exhausted all available PTO, whether from state leave or local leave, may apply for additional leave days through the District's sick leave program (SLP). Leave days granted from the SLP shall be in accordance with the Board approved bylaws, which are available in the Health Services office.~~

Bereavement Leave

Purpose

~~Each District employee (other than a substitute or temporary employee) shall be granted two days of paid bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Substitute and temporary employees shall not be eligible for this benefit. Such leave shall be limited to five occurrences in a two-year period.~~

Sick Leave Program

Pay Status

~~If an employee has no available paid leave days and any applicable compensatory at the time have been exhausted, an employee shall be eligible to apply for additional leave days through the District's sick leave program (SLP). The of a death in the employee's immediate family, the District shall grant leave days from the SLP in accordance with the Board-approved bylaws. the employee a maximum of three additional days of bereavement leave, from which the District shall deduct the daily rate of an appropriate substitute, whether or not a substitute is employed.~~

Duration

~~The employee shall be permitted up to five absences for each occurrence, subject to District approval.~~

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) Eligibility

~~All employees who have been employed by the District for provisions addressing FMLA.~~

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the ~~at least 12 months and have worked 1,250 hours during the previous 12-month period~~ shall be ~~measured backward from the date an employee uses~~ eligible for FMLA leave. ~~[See DECA(LEGAL)]~~

Combined Leave for Spouses

~~When~~ If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Intermittent or Reduced -Schedule Leave	The District shall permit use of intermittent or reduced -schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. under certain circumstances.
Certification of Leave	When If an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. {See DECA(LEGAL)}
Fitness-for-Duty Certification	In accordance with administrative regulations, when If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End -of -Semester-Leave	When If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. {See DECA(LEGAL), Leave at the End of a Semester}
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), Recovery of Benefit Cost}
Local Pregnancy / Parenting / Adoption Leave	The District shall grant a leave of absence for a maximum of six consecutive calendar weeks to to any District employee, (other than a substitute or temporary employee,) who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age.
Eligibility	
Application Procedure	The employee shall notify the principal or designee or immediate supervisor or designee and shall contact the employee relations division in the Human Capital Management department for the application procedure.
Duration	Local pregnancy/parenting/adoption leave shall be for a maximum of six consecutive calendar weeks, as measured from the date of childbirth or adoption, or from the first official date of medical leave, whichever occurs earlier.
Limitations on Duration	The District shall require the employee to use any paid leave and any applicable, including compensatory time, concurrently with an unpaid local pregnancy/parenting/adoption leave. of absence. If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant additional paid leave for this purpose, to a maximum of 20 consecutive leave work days of paid leave,

subject to deduction of the daily rate of a substitute for the employee's position for each **additional leave** day **taken used**, whether or not a substitute is employed.

~~The combined total of paid leave days shall not exceed six consecutive calendar weeks.~~

~~If both spouses are employed by the District, the District shall limit the local pregnancy/parenting/adoption leave to a combined total of six weeks; and the combined total of paid leave, beyond the employee's available paid leave, shall not exceed 20 consecutive workdays.~~

~~The District shall require the employee to use local pregnancy/parenting/adoption leave concurrently with FMLA leave, as applicable.~~

Temporary Disability Leave

Eligibility

Any District employee, ~~(other than a substitute or temporary employee.)~~ shall be eligible for temporary disability leave. ~~at any time the employee's condition interferes with the performance of regular duties.~~

~~The term "temporary disability" shall include the condition of pregnancy when such a condition interferes with the performance of regular duties. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated the same as any other disability.~~

Duration

The maximum length of temporary disability leave shall be 180 calendar days. ~~The leave shall be inclusive of the 12-week period allowed by the FMLA.~~

Assignment/ Reassignment

~~If leave extends beyond the period of FMLA leave, an educator shall be assigned or reassigned in accordance with law.~~

[See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable. [See DEC(REGULATION) for application procedures.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option ~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits, ~~and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage.~~ [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty ~~(petit jury or grand jury)~~ shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. ~~Absences for court appearances related to an employee's personal business not related to a valid subpoena shall be deducted from leave balances or deducted from the employee's pay. [See DEC(REGULATION)]~~

Absences for court appearances related to an employee's personal business without a valid subpoena shall be deducted from the employee's leave balance or shall be taken as leave without pay.

~~The employee shall be allowed to retain any compensation received for jury service.~~

~~The employee shall notify the principal or immediate supervisor or designee upon receipt of the summons and shall submit to the payroll office a copy of the jury summons, the subpoena, or other appropriate documentation.~~

Neutral Absence Control

If an employee does not return to work within 180 calendar days of being ~~out~~ on an approved leave of absence, the District shall provide the employee with written notice that he or she no longer has the maximum allotted District leave available for use. ~~The time has been exhausted and that the~~ District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. ~~When an employee~~ ~~if paid leave~~ ~~has been~~ exhausted all available paid leave, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~**Assault Leave** See DEC(LEGAL) for provisions related to assault leave.~~
~~**Military Leave** See DECB(LEGAL) for provisions related to military leave.~~

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
NOVEMBER 30, 2021**

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021, and last amended through the period ended October 31, 2021. During the month of November 2021, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended November 30, 2021
2. Decline to Approve Budget Amendment for the Period Ended November 30, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended November 30, 2021

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Michael Ball

**General Fund
Budget Amendment
2021-2022**

	Consolidated General Fund 2021-2022 Amended Budget 10/31/2021	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 11/30/2021
<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	\$485,872,323	\$620,440	\$486,492,763
12 Instruction Resources and Media Services	\$12,481,093	\$5,706	\$12,486,799
13 Curriculum and Instructional Staff Development	\$13,377,463	(\$670,927)	\$12,706,536
21 Instructional Administration	\$15,994,990	\$36,504	\$16,031,494
23 School Administration	\$51,717,848	\$7,076	\$51,724,924
31 Guidance and Counseling Services	\$49,536,981	(\$17,004)	\$49,519,977
32 Social Work Services	\$5,537,868	\$0	\$5,537,868
33 Health Services	\$11,842,776	(\$836)	\$11,841,940
34 Student Transportation	\$23,536,339	(\$8,100)	\$23,528,239
35 Food Services	\$1,044,953	(\$160)	\$1,044,793
36 Cocurricular/Extracurricular Activities	\$17,298,395	\$17,441	\$17,315,836
41 General Administration	\$25,361,843	\$0	\$25,361,843
51 Plant Maintenance and Operations	\$104,089,760	(\$43,564)	\$104,046,196
52 Security and Monitoring Services	\$21,007,041	\$27,969	\$21,035,010
53 Data Processing Services	\$17,225,579	\$14,355	\$17,239,934
61 Community Services	\$5,715,586	\$3,000	\$5,718,586
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$650,338	\$8,100	\$658,438
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

		November 30, 2021 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
	Total	0	0	0
Function	Expenses			
	Total	849,224	849,224	0
11	Transfer from function 13 to provide funding for professional development for Bilingual Exceptions and ESL Waiver	700,000		
	Transfer to function 21 for FW Chamber of Commerce contract		33,788	
	Campus/Dept. normal course of District operations		45,772	
	Overall effect on Function 11	700,000	79,560	620,440
12	Campus/Dept. normal course of District operations	5,706		
	Overall effect on Function 12	5,706	0	5,706
13	Transfer to function 11 to provide funding for professional development for Bilingual Exceptions and ESL Waiver		700,000	
	Campus/Dept. normal course of District operations	29,073		
	Overall effect on Function 13	29,073	700,000	(670,927)
21	Campus/Dept. normal course of District operations	36,504		
	Overall effect on Function 21	36,504	0	36,504
23	Campus/Dept. normal course of District operations	7,076		
	Overall effect on Function 23	7,076	0	7,076
31	Campus/Dept. normal course of District operations		17,004	
	Overall effect on Function 31	0	17,004	(17,004)
33	Campus/Dept. normal course of District operations		836	
	Overall effect on Function 33	0	836	(836)
34	Campus/Dept. normal course of District operations		8,100	
	Overall effect on Function 34	0	8,100	(8,100)
35	Campus/Dept. normal course of District operations		160	
	Overall effect on Function 35	0	160	(160)
36	Campus/Dept. normal course of District operations	17,441		
	Overall effect on Function 36	17,441	0	17,441
51	Campus/Dept. normal course of District operations		43,564	
	Overall effect on Function 51	0	43,564	(43,564)
52	Campus/Dept. normal course of District operations	27,969		
	Overall effect on Function 52	27,969	0	27,969
53	Campus/Dept. normal course of District operations	14,355		
	Overall effect on Function 53	14,355	0	14,355
61	Campus/Dept. normal course of District operations	3,000		
	Overall effect on Function 61	3,000	0	3,000
81	Campus/Dept. normal course of District operations	8,100		
	Overall effect on Function 81	8,100	0	8,100
	Total	849,224	849,224	0

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE GOAL PROGRESS MEASURES REPORTS FROM THE
OCTOBER 26, 2021 AND NOVEMBER 9, 2021 BOARD MEETINGS**

BACKGROUND:

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

The Administration updated the Board on the following Lone Star Governance Progress Monitoring Reports: Goal Progress Measure Update – Goal 1 on October 26, 2021, and Goal Progress Measure Update – Goal 2: Early Math on November 9, 2021. 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 Goal Progress Measures Reports from the October 26, 2021 and November 9, 2021 Board Meetings
2. Decline to Approve Goal Progress Measures Reports from the October 26, 2021 and November 9, 2021 Board Meetings
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Goal Progress Measures Reports from the October 26, 2021 and November 9, 2021 Board Meetings

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

All Fort Worth ISD Schools, Communities, and Stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Board of Trustees
Kent Scribner
Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE 2021 QUARTERLY MEETINGS FOR THE CITIZENS’
OVERSIGHT COMMITTEE MEETINGS FOR THE 2017 CAPITAL
IMPROVEMENT PROGRAM**

BACKGROUND:

The Board of Education established a Citizens’ Oversight Committee (COC) to monitor the District’s 2017 Capital Improvement Program and to advise the Superintendent and the Board of Trustees on any program issues. The following quarterly meeting minutes have been reviewed and approved by the COC members:

- January 11, 2021 COC minutes unanimously approved at the April 26, 2021 Zoom meeting
- April 26, 2021 COC minutes unanimously approved at the August 2, 2021 Zoom meeting
- August 2, 2021 COC minutes unanimously approved at the October 18, 2021 Zoom meeting
- October 18, 2021 COC unanimously approved via email on November 12, 2021

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve 2021 Quarterly Meetings Citizens’ Oversight Committee Meetings for the 2017 Capital Improvement Program
2. Decline to Approve 2021 Quarterly Meetings Citizens’ Oversight Committee Meetings for the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2021 Quarterly Meetings Citizens’ Oversight Committee Meetings for the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Approval of the Citizens' Oversight Committee meeting minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Vicki Burris



2017 Citizens' Oversight Committee Meeting Minutes

Date:	January 11, 2021	Location:	Zoom Meeting
Prepared by:	Ana Perez	Meeting Start:	6:02 P. M.
Purpose:	2017 COC Quarterly Update	Meeting End:	7:00 P. M.

COC MEMBERS

Benda, Robert
Carter, Tim
Gentry, Emily
Hry, Molly
Miles, Jr Roderick F
Moss, Christene
Silverberg, Kal
Suarez, Mary Alice
West Strawser, Laura
Willis, Libby

FWISD

Aery, Danielle
Alvarez, Claudia
Burris, Vicki
George, Debra
Gerrard, Skip
Jones, Brandon
Perez, Ana
Persley, Kara
Scribner, Kent P.

PROCEDEO

Brock, Barry
Gomez, Marisol
Grenier, Tara
Hadden, Connor
Johnson, Brian
Pounds, Russ
Schutte, Lucas

ABSENT

Cardenas, Josue
Harvey, Stephanie
Johnson, Paul
Poole, Steven
Saucedo, Lisa
Spangler, Anthony

The following items were discussed:

1. CALL TO ORDER

Tim Carter, Chair President called the meeting to order at 6:02 p.m.

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

Approval of the October 19, 2021 meeting minutes, motion made by Robert Benda; second by Kal Silverberg. Unanimously approved.

*Correction made to the attendee list, add Libby Willis to the attendee list.

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

- 12 Projects are completed
- 8 projects have been closed-out to date
- Construction has started on ALL planned bond projects
- Anticipated completion of all 18 large projects through December 2022

Schedule / Phasing Plan and Construction Updates

- Phasing plan has not changed as of today
- Completed 13 projects entirety which are: North Side Athletics, North Side Mariachi, Polytechnic Athletics, Western Hills Athletics, Waverly Park ES, OD Wyatt Athletics, Dunbar Athletics, Southwest Athletics, Benbrook MS/HS Ball Fields, Benbrook MS/HS Athletics, Arlington Heights Athletics, Overton Park ES, Paschal Athletics

Financial Overview

*All financials are current as of December 31, 2020

Barry – About half of what has been encumbered has been paid out.

- CIP is well within the planned budget. There will be some savings, those will try to be used to finish out on miscellaneous items.

The following numbers below show the details of the financial information stated on the presentation.

- 45% has been encumbered and 45% of the total budget has been paid
- \$338,196,351 has been paid
- \$337,250,063 has been encumbered
- \$74,288,586 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Procurement Schedule

- Procurement for 2017 Bond Program complete

Historically Underutilized Business (HUB) Program Report

*All HUB numbers are current as of December 31, 2020

HUB Reporting

- Committed percentage rate at 41.33% for this quarter and \$264,049,399.53 have been committed to a HUB plan
- Continue to work diligently to reach our internal goal of 45%
- There has been an increase from the last COC meeting 40.49% to 41.33%
- Increase in African American male participation from the last meeting from September \$46,676,314.38 to December \$49,099,606.11

HUB Outreach

Quarterly HUB Events

- African American Committee continues to meet weekly-internally
- Procedeo continues to stay active in the community and with partners

Construction Updates

*Information below is based on pay applications

- Amon Carter-Riverside Add & Reno - 68% complete
New windows have started to be installed
- Arlington Heights Add & Reno - 49% complete
- Benbrook MS/HS Add & Reno - 74% complete
- Diamond Hill-Jarvis Add & Reno - 75% complete
- Dunbar Reno - 46% complete
Entry way, new media center
- Eastern Hills Add & Reno - 58% complete
Remarkable transition of new addition, circulation, new locker room
- North Side Add & Reno - 71% complete
- O.D. Wyatt Add & Reno - 44% complete
New addition shown, lower right is the new entry way.
- Paschal Reno - 27% complete
Circulation space and hallway shown
- Polytechnic Add & Reno - 37% complete
Circulation space on the new classroom addition underway
- South Hills Add & Reno – 32%
Completed great portion of underground work, pavement has been poured
- South Hills Athletics - 5% complete
- Southwest Add & Reno - 71% complete
Secured vestibules
- Tanglewood - 51% completed
Media center has been renovated into a brighter space

- Trimble Tech Reno - 30% complete
CTE spaces completed
- Western Hills Add & Reno - 63% complete
- YMLA Add & Reno - 6% complete
YMLA finally has a permit to begin. Demolition of the building has started, excavation has begun on the new high school addition. Principal Mr. White is aware of the removal of the trees that were located on the front of the building.

4. GENERAL DISCUSSION / ANNOUNCEMENTS

Plan to share Bond accomplishments via our District Communications department

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on April 26, 2021.

6. ADJOURNMENT

The meeting adjourned at 7:00 p.m.

Approval

Tim Carter

4/26/2021

Tim Carter, Chairman

Date

*Minutes approved during COC meeting



2017 Citizens' Oversight Committee Meeting Minutes

Date:	April 26, 2021	Location:	Zoom Meeting
Prepared by:	Ana Perez	Meeting Start:	6:09 P. M.
Purpose:	2017 COC Quarterly Update	Meeting End:	6:51 P. M.

COC MEMBERS

Benda, Robert
 Carter, Tim
 Gentry, Emily
 Hyry, Molly
 Miles, Jr Roderick F
 Moss, Christene
 Saucedo, Lisa
 Silverberg, Kal
 Suarez, Mary Alice
 West Strawser, Laura
 Willis, Libby

FWISD

Aery, Danielle
 Burris, Vicki
 Persley, Kara
 Perez, Ana
 Scribner, Kent P.

PROCEDEO

Brock, Barry
 Gomez, Marisol
 Grenier, Tara
 Johnson, Brian
 Hadden, Connor
 Pounds, Russ
 Thompson, Robbie

ABSENT

Cardenas, Josue
 Harvey, Stephanie
 Johnson, Paul
 Poole, Steven
 Spangler, Anthony

The following items were discussed:

1. CALL TO ORDER

Tim Carter, Chair President called the meeting to order at 6:09 p.m.

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

Approval of January 11, 2021 Meeting Minutes, unanimously approved

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

- 12 Projects are completed
- 8 projects have been closed-out to date
- Construction has started on ALL planned bond projects

Schedule / Phasing Plan and Construction Updates

- Phasing plan- completed 12 projects entirety which are: Northside Athletics, Poly Athletics, Western Hills Athletics, Waverly Park ES, OD Wyatt Athletics, Dunbar Athletics, Southwest Athletics, Benbrook MS/HS Fieldhouse Add, Benbrook Ball Fields, Northside Mariachi Band, Arlington Heights Athletics

Financial Overview

*All financials are current as of March 31, 2021

- 38% has been encumbered and 53% of the total budget has been paid
- \$394,559,880 have been paid
- \$285,365,251 have been encumbered
- \$69,809,869 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Procurement Schedule

- Procurement for 2017 Bond Program complete

Historically Underutilized Business (HUB) Program Report

*All HUB numbers are current as of March 31, 2021.

HUB Reporting

- Committed percentage rate at 41.92% for this quarter and \$268,307,981.78 have been committed to a HUB plan
- Continue to work diligently to reach our internal goal of 45% by virtually meeting with community partners
- Due to the pandemic our outreach efforts have been affected

HUB Outreach

Quarterly HUB Events

- Meeting community partners virtually

Construction Updates

- Amon Carter-Riverside Add & Reno - 82% complete
- Arlington Heights Add & Reno - 58% complete
- Benbrook MS/HS Add & Reno - 92% complete
- Diamond Hill-Jarvis Add & Reno - 85% complete
- Dunbar Reno - 62% complete
- Eastern Hills Add & Reno - 72% complete
- North Side Add & Reno - 84% complete
- O.D. Wyatt Add & Reno - 57% complete
- Paschal Reno - 39% complete
- Polytechnic Add & Reno - 52% complete
- South Hills Add & Reno – 46%
- South Hills Athletics - 5% complete
- Southwest Add & Reno - 84% complete
- Tanglewood - 71% completed
- Trimble Tech Reno - 42% complete
- Western Hills Add & Reno - 80% complete
- YMLA Add & Reno - 19% complete

4. GENERAL DISCUSSION / ANNOUNCEMENTS

- Further planning with COC sub-committee to share Bond accomplishments with the community.
- Internal audit report in the upcoming meeting
- Board approved a Licensed Public Insurance Adjuster on December 8, 2020

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on August 2, 2021.

6. ADJOURNMENT

The meeting adjourned at 6:51 p.m.

Approval

Tim Carter *8/2/2021*

Tim Carter, Chairman

Date

*Minutes approved during COC meeting



2017 Citizens' Oversight Committee Meeting Minutes

Date:	August 2, 2021	Location:	Zoom Meeting
Prepared by:	Ana Perez	Meeting Start:	6:01 PM
Purpose:	2017 COC Quarterly Update	Meeting End:	6:45 PM

COC MEMBERS

Carter, Tim
Gentry, Emily
Hyry, Molly
Miles, Jr Roderick F
Moss, Christene
Poole, Steven
Saucedo, Lisa
Silverberg, Kal
Suarez, Mary
West Strawser, Laura
Willis, Libby

FWISD

Burris, Vicki
Munoz, Aaron
Persley, Kara
Perez, Ana
Scribner, Kent P.

PROCEDEO

Brock, Barry
Gomez, Marisol
Grenier, Tara
Johnson, Brian
Hadden, Connor
Pounds, Russ
Thompson, Robbie

The following items were discussed:

1. CALL TO ORDER

Tim Carter, Chair President called the meeting to order at 6:01 PM

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

Approval of April 26, 2021 Meeting Minutes, unanimously approved

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

No significant changes on, all schools will open on time.

- 13 Projects are completed
- 17 projects under construction
- 8 projects have been closed-out to date
- Construction has started on ALL planned bond projects

Schedule / Phasing Plan and Construction Updates

- Phasing plan- completed 12 projects entirety which are: Northside Athletics, Poly Athletics, Western Hills Athletics, Waverly Park ES, OD Wyatt Athletics, Dunbar Athletics, Southwest Athletics, Benbrook MS/HS Fieldhouse Add, Benbrook Ball Fields, Northside Mariachi Band, Arlington Heights Athletics and Overton Park Elementary

Financial Overview

*All financials are current as of July 28, 2021

- 27% has been encumbered and 65% of the total budget has been paid
- 8% of budget items or contract items that have open Purchase Orders
- \$534,620,979 have been paid
- \$161,012,953 have been encumbered
- \$54,101,066 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Procurement Schedule

- Procurement for 2017 Bond Program complete

Historically Underutilized Business (HUB) Program Report

*All HUB numbers are current as of July 28, 2021

HUB Reporting

- Committed percentage rate at 42.06% for this quarter and \$270,387,138.75 have been committed to a HUB plan
- Continue to work diligently to reach our internal goal of 45% by virtually meeting with community partners

HUB Outreach

Quarterly HUB Events

- Continue to host meeting with community partners virtually
- HUB outreach will begin to participate in live events, the upcoming event will be August 12, 2021 Build FW

Construction Updates

- Amon Carter-Riverside Add & Reno - 94% complete
- Arlington Heights Add & Reno - 71% complete
- Benbrook MS/HS Add & Reno - 95% complete
- Diamond Hill-Jarvis Add & Reno - 97% complete
- Dunbar Reno - 92% complete
- Eastern Hills Add & Reno - 98% complete
- North Side Add & Reno - 97% complete
- O.D. Wyatt Add & Reno - 69% complete
- Paschal Reno - 49% complete
- Polytechnic Add & Reno - 62% complete
- South Hills Add & Reno – 59%
- South Hills Athletics - 5% complete
- Southwest Add & Reno - 95% complete
- Tanglewood - 91% completed
- Trimble Tech Reno - 53% complete
- Western Hills Add & Reno - 95% complete
- YMLA Add & Reno - 32% complete

CIP Internal Audit Report

Aaron Munoz, District Internal Auditor presented an overall update thus far of the 2017 CIP. Below are highlights of the report. Aaron Munoz can be contacted via email at Aaron.Munoz@fwisd.org

- **ACTION:** Adding Audit Report to be a reoccurring COC agenda item
- Auditors report to the School Board (independently)
- Internal audit is to best serve the community and the District
- Three projects being audited, payapp timeline and reputation-assessment
- Upcoming Audit Committee Meeting will be in September
- The Board of Education and CIP have selected only three projects to be audited.
- Additional projects may be discussed to audit, starting January 2022
- Mr. Miles, COC member, is very proud of the positive turnaround time for pay-applications

4. GENERAL DISCUSSION / ANNOUNCEMENTS

- Rediscover Events have initiated, after COC suggestion to share accomplishments

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on October 18, 2021.

6. ADJOURNMENT

The meeting adjourned at 6:45 p.m.

Approval

Tim Carter *10/18/2021*

Tim Carter, Chairman

Date

*Minutes approved during COC meeting



2017 Citizens' Oversight Committee Meeting Minutes

Date:	October 18, 2021	Location:	Zoom Meeting
Prepared by:	Claudia Alvarez	Meeting Start:	6:02 PM
Purpose:	2017 COC Quarterly Update	Meeting End:	7:01 PM

COC MEMBERS

Benda, Robert
Carter, Tim
Gentry, Emily
Hry, Molly
Miles, Jr Roderick F
Moss, Christene
Saucedo, Lisa
Silverberg, Kal
Suarez, Mary
Willis, Libby

FWISD

Burris, Vicki
Alvarez, Claudia
Munoz, Aaron
Jones, Brandon
Scribner, Kent P.

GUEST

Kimberly Shaw - President/CEO
Regional Black Contractors Assoc.

PROCEDEO

Brock, Barry
Gomez, Marisol
Johnson, Brian
Hadden, Connor
Pounds, Russ
Thompson, Robbie

The following items were discussed:

1. CALL TO ORDER

Tim Carter, Chair President called the meeting to order at 6:02 PM

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

Approval of August 2, 2021 Meeting Minutes, unanimously approved

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

No significant changes on, all schools will open on time.

- 12 Projects are completed
- 10 Projects are completely closed-out
- Construction has started on ALL planned bond projects
- 18 large projects to be completed from present date through August 2023

Schedule / Phasing Plan and Construction Updates

- Phasing plan- completed 12 projects entirety which are: Northside Athletics, Poly Athletics, Western Hills Athletics, Waverly Park ES, OD Wyatt Athletics, Dunbar Athletics, Southwest Athletics, Benbrook MS/HS Fieldhouse Add, Benbrook Ball Fields, Northside Mariachi Band, Arlington Heights Athletics and Overton Park Elementary

Financial Overview

*All financials are current as of October 1, 2021

- 22% has been encumbered and 71% of the total budget has been paid
- 7% of budget is available to date
- \$534,620,979 have been paid
- \$161,012,953 have been encumbered
- \$54,101,066 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Procurement Schedule

- Procurement for 2017 Bond Program complete

Historically Underutilized Business (HUB) Program Report

HUB Contracts

*All HUB numbers are current as of October 5, 2021

- Committed percentage rate at 42.16% for this quarter and \$272,421,290.98 have been committed to a HUB contracts to date
- Continue to work diligently to reach our internal goal of 45% by virtually meeting with community partners

HUB Outreach

Quarterly HUB Events

- August 12, 2021 – Fort Worth Hispanic Chamber of Commerce (FWHCC) & Reginal Hispanic Contractors Association (RHCA) Build FW Expo
- September 9, 2021 - Minority Business Development Agency (MBDA) Business Opportunity Meeting
- September 16, 2021 - City of Fort Worth Becoming a Competitive Local Vendor Forum
- September 23, 2021 - NTD Mechanical's 20th Anniversary

Construction Updates

- Amon Carter-Riverside Add & Reno - 82% complete
- Arlington Heights Add & Reno - 79% complete
- Benbrook MS/HS Add & Reno - 99% complete
- Diamond Hill-Jarvis Add & Reno – 96% complete
- Dunbar Reno - 96% complete
- Eastern Hills Add & Reno - 92% complete
- North Side Add & Reno - 89% complete
- O.D. Wyatt Add & Reno - 82% complete
- Paschal Reno - 61% complete
- Polytechnic Add & Reno - 73% complete
- South Hills Add & Reno – 36%
- South Hills Athletics - 5% complete
- Southwest Add & Reno - 97% complete
- Tanglewood - 90% completed
- Trimble Tech Reno - 62% complete
- Western Hills Add & Reno - 89% complete
- YMLA Add & Reno - 36% complete

CIP Internal Audit Report

Aaron Munoz, District Internal Auditor presented an overall update thus far of the 2017 CIP. Below are highlights of the report. Aaron Munoz can be contacted via email at Aaron.Munoz@fwisd.org

- Projects being audited, pay applications review
 - Amon Carter Riverside HS
 - Benbrook MS/HS
 - Overton Park ES – Phase 1
 - Overton Part ES – Phase 2

- Internal Audit – Results
 - GC payments were accurate and matched the supporting documentation for the four pay applications reviewed
 - Timeliness of payments have room for improvement
 - Average payment from receipt to general contractor was 22 days, payments required to be made from 30 days of receipt

4. GENERAL DISCUSSION / ANNOUNCEMENTS

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on January 24, 2022.

6. ADJOURNMENT

The meeting adjourned at 7:01 p.m.

Approval

Tim Carter

11/23/2021

Tim Carter, Chairman

Date

*Minutes approved via email

**CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021**

TOPIC: APPROVE CLOSEOUT OF THE CONTRACT WITH STEELE & FREEMAN, INC. FOR JOB #229-131 (RFQ #19-071) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 22, 2019, the Board of Education authorized Capital Improvement Program (CIP) staff to negotiate and enter into a contract with a Construction Manager-at-Risk for the 2017 Capital Improvement Program Job No. 229-131 (RFQ #19-071). This procurement was for a new ground up elementary school to address the overcrowding at the existing Tanglewood Elementary campus. The project was substantially completed on October 2, 2020, as inspected by the A/E firm, Bennet Benner Partners. Steele & Freeman, Inc., has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor. The Final Payment to Steele & Freeman, Inc. will be a not-to-exceed amount.

Original Contract Amount:	\$25,317,500.00	Original Substantial Completion Date:	August 7, 2020
Final Deductive Change Order:	(\$172,768.90)	Substantial Completion Date Increased:	56 Days
Final Contract Amount:	\$24,144,731.10	Final Substantial Completion Date:	October 02, 2020
Previously Paid:	\$23,888,130.97		
Final Retainage Payment Due:	\$1,255,480.13		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of the Contract with Steele & Freeman, Inc For Job #229-131 (RFQ #19-071) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout of the Contract with Steele & Freeman, Inc For Job #229-131 (RFQ #19-071) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of the Contract with Steele & Freeman, Inc For Job #229-131 (RFQ #19-071) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-00-2116-000-000-00-000-000000

COST:

Not-to-Exceed - \$1,255,480.13

VENDOR:

Steele & Freeman, Inc.

PURCHASING MECHANISM:

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

Capital Improvement Program
Overton Park Elementary School

RATIONALE:

Steele & Freeman, Inc., has completed all work as required per the terms of their construction contract. The work has been inspected by Bennet Benner Partners and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris

CONSENT AGENDA ITEM
BOARD MEETING
December 14, 2021

TOPIC: **APPROVE QUALIFICATION OF FIRMS AND AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACTS FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM AND PROJECTS FUNDED AS A RESULT OF THE 2021 BOND ELECTION**

BACKGROUND:

The District released a Request for Qualifications (RFQ) 22-041 “Architectural and Engineering Services for the FWISD 2021 Capital Improvement Program (CIP)” with the following schedule of events:

Event	Date
RFQ Issued	October 25, 2021
Deadline for written submission of questions	November 2, 2021
Addendum Issued	November 4, 2021
Statement of Qualifications Due	November 12, 2021
List of qualified firms submitted to the Board of Education	December 14, 2021

On November 4, 2021, all questions were answered and responses were provided through the District’s website and IonWave. On November 12, 2021, the District received 50 Statement of Qualifications (SOQs) from prime firms in response to the RFQ.

The list of qualified firms for the SOQs are provided in Attachment 1. The evaluation qualifies each firm for projects within a range of construction costs.

In accordance with Texas Government Code §2254.004 Contracts for Professional Services of Architect, Engineer, or Surveyor, staff recommends that the Fort Worth ISD Board of Trustees approve the firms outlined in Attachment 1 as qualified providers of those services on the basis of demonstrated competence and qualifications; and grant to the CIP Evaluation Committee the authority to negotiate and award a contract at a fair and reasonable price.

Staff may publish additional RFQs for architectural and engineering services if unable to award contracts necessary for all phases of the Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Qualification of Firms and Authorization to Negotiate and Award Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election
2. Decline to Approve Qualification of Firms and Authorization to Negotiate and Award Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Qualification of Firms and Authorization to Negotiate and Award Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election

FUNDING SOURCE: *Additional Details*

CIP 2021 Not Applicable

COST:

No Cost

VENDOR(S):

See Attachment 1 for the Listing of Vendors

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

Qualification of firms and authorization to negotiate and award contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and projects funded as a result of the 2021 Bond election.

INFORMATION SOURCE:

Vicki Burris

Attachment 1

List of Qualified Firms, listed alphabetically.

Architectural and Engineering Services for the 2021 Capital Improvement Program	
adm Group	JR2
Alliance Architects	KAI Architects
Autoarch	Kirksey Architecture
BCI Architects	Kline Hardin
Beck Architrcture	KOMATSU
Bennett Partners	LBL Architects
BLDD	LPA
Brave Architecture	MANNING, APC
BRW Architects	Moody Nolan
BWA Architects	O'Connell Robertson
CaCo Architecture	PARKHILL
CORGAN	PBK
Dimensions Architects	Perkins & Eastman
DLR Group	Perkins & Will
Fender- Andrade	PFLUGER
GHC	PGAL Architects
Glenn Partners	RGM Architects
GPD Group	RPGA Design Group
Hahnfeld Hoffer Stanford	SBLM Architects
Halbach Dietz	Smith & Co.
Harrison Kornberg	STANTEC
HKS	VAI Architects
Huckabee	VLK Architects
IDG	WRA Architects
IN2	Wright Group

**ACTION AGENDA ITEM
BOARD MEETING
December 14, 2021**

**TOPIC: APPROVE RESOLUTION OF THE FORT WORTH INDPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES GRANTING EMPLOYEES
ADDITIONAL PAID LEAVE DUE TO THE COVID-19 PANDEMIC**

BACKGROUND:

The Fort Worth ISD Board of Trustees (the “Board”) approved the continuation of a modified version of the Emergency Paid Sick Leave provision of the Families First Coronavirus Response Act (FFCRA), known as District COVID Leave, that provided qualifying employees who were unable to report to work or telework due to their own COVID-19 illness or the need to quarantine as a result of direct exposure to someone who had a positive test. This 80-hour bank of leave was available February 1, 2021, and expired on June 30, 2021.

In August 2021, the Board extended the COVID Leave benefit for the period of August 16, 2021, – December 31, 2021. To date, over 960 employees have received a financial benefit under this program having either tested positive for COVID-19 themselves, or having been required to quarantine as a result of close contact with someone else who tested positive for COVID-19.

The Center for Disease Control (“CDC”) recognizes that the voluntary wearing of face masks and the increased number of employees and students vaccinated can contribute significantly to a reduction in spread of the coronavirus. The District continues to apply and encourage all recommended safety measures to reduce the spread of the virus. However, without the ability to legally implement a mask mandate and in the absence of a vaccine for the youngest of our student population, it is still in the District’s best interest to provide a level of financial stability for employees who, by the nature of their jobs, may be exposed to or diagnosed with COVID-19.

Accordingly, the proposed resolution provides the Board the opportunity to authorize the continuation of District COVID Leave that would allow for up to 80-hours of paid leave to eligible employees unable to work due to their own positive COVID-19 test, or the need to quarantine as a result of direct exposure to someone who has tested positive for COVID-19. This leave would be extended to the 2021-2022 Spring semester (January 2, 2022 – June 30, 2022).

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic

FUNDING SOURCE

Additional details

All District Budgets

Not Applicable

COST:

During the previous coverage period for which data is available (August 16, 2021 – October 29, 2021), 949 employees were approved for COVID Leave at a cost of \$1,321,018. With the increase of documented vaccinated employees and the vaccine now approved for students ages 12 years and above, it is estimated that the cost of expanding COVID Leave into the Spring 2022 will be less than this current payout.

VENDER:

Not a Purchase

PURCHASING MECHANISM:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS:

All District Schools and Departments

RATIONALE:

By approving this resolution, the Board ensures continuity in our employee population while addressing the safety and well-being of staff, students and the community.

INFORMATION SOURCE:

Karen Molinar
Michael Ball
Cynthia Rincón

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT
SCHOOL DISTRICT GRANTING EMPLOYEES ADDITIONAL PAID LEAVE DUE TO
THE COVID-19 PANDEMIC

WHEREAS, the Board recognizes that despite the availability of a vaccine, COVID-19 continues to be an uncontained emergency of urgent public necessity; and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and the community are prepared to the fullest extent possible to protect the health and safety of students, staff, and the community in light of COVID-19; and

WHEREAS, the Board is authorized by Texas Education Code Section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary to support the public schools as determined by the Board; and

WHEREAS, the Board acknowledges that during a pandemic, District employees may be unable to report to work if they: (1) test positive for COVID-19; or (2) experience close contact with a person who has tested positive for COVID-19; and

WHEREAS, the Board determines that eligible employees may suffer a loss of pay if they do not report for work and have exhausted all available state and local leave days; and

WHEREAS, the Board approved the establishment of District COVID Leave granting eligible employees up to 80 hours of paid leave for the period covering February 2021 – June 30, 2021 and again August 16, 2021 – December 31, 2021; and

WHEREAS, the Board concludes that continuing District COVID Leave for all regular employees – contractual and noncontractual, salaried and non-salaried – serves the public purpose of protecting students and staff, maintaining morale, and reducing turnover.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes the continuation of District COVID Leave for eligible employees, not to exceed 80-hours for full time employees (pro-rated to the equivalent of 10 days for those working less than 40-hours per week), at 100% of the employee's daily rate for all regular Employees who are unable to report to work due to a positive COVID-19 test or the need to quarantine as a result of direct exposure to someone who has tested positive for COVID-19.

The Authority granted by this resolution is provided for the period of January 2, 2022 –June 30, 2022, regardless of any previous leave taken in the past unless the Board acts to authorize a longer duration. Furthermore, this resolution shall be void and all related benefits shall cease immediately should the United States Congress subsequently extend, revise, or initiate a new FFCRA or similar legislation.

Adopted on this this 14th day of December, 2021, by the Fort Worth ISD Board of Trustees.

By:

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

ATTEST:

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

ACTION AGENDA ITEM
BOARD MEETING
December 14, 2021

**TOPIC: **APPROVE AUTHORIZATION FOR SUPERINTENDENT, OR
DESIGNEE, TO ENTER INTO A CONTRACT WITH A SELECTED
OWNER'S REPRESENTATIVE FOR PROGRAM MANAGEMENT
SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM
(RFQ 22-040)****

BACKGROUND:

The Fort Worth ISD Board of Education approved a resolution on Tuesday, August 10 calling for a bond election of \$1,490,400,000. The election will be held November 2, 2021 and will not result in a property tax rate increase. However, the voters only passed Proposition A on November 2, 2021, for an amount of \$1,211,000,000 for the construction, renovation, acquisition, and equipment of school buildings in the District. This includes upgrades to middle schools as well as the construction of a new elementary school.

On September 20, 2021, the District released a Request for Qualifications (RFQ) Number: 22-040 for the 2021 Capital Improvement Program Owner's Representative (OR). The services requested in the RFQ are contingent upon voter approval.

On October 8, 2021, the District received 1 proposal in response to the RFQ. On October 26, 2021, the Board approved authorization for the superintendent or designee to qualify and rank qualified firms and to negotiate terms and conditions of a contract.

On October 29, 2021 interviews were conducted using the District's evaluation criteria. The next step of the evaluation/selection process required the top ranked firm to submit its plan for complying with the District's HUB program. Following the approval of the HUB plan, the evaluation/selection committee then proceeded with formal negotiations with the top ranked firm in accordance with Government Code Sec. 2254.003, which states that selection and award will be:

1. On the basis of demonstrated competence and qualifications to perform the services; and
2. For a fair and reasonable price.

The Capital Improvement Program (CIP) seeks authorization from the Board to enter into a contract with a selected Owner's Representative to provide program management services for the 2021 Capital Improvement Program. If for some reason the District fails to enter into an agreement, then CIP shall formally end negotiations with the selected firm and the RFQ for Owner's Representative Services will be reposted.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization for Superintendent, or Designee, to Enter into a Contract with a Selected Owner's Representative for Program Management Services for the 2017 Capital Improvement Program (RFQ 22-040)
2. Decline to Approve Authorization for Superintendent, or Designee, to Enter into a Contract with a Selected Owner's Representative for Program Management Services for the 2017 Capital Improvement Program (RFQ 22-040)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization for Superintendent, or Designee, to Enter into a Contract with a Selected Owner's Representative for Program Management Services for the 2017 Capital Improvement Program (RFQ 22-040)

FUNDING SOURCE: *Additional Details*

CIP 2021 Not Applicable

COST:

Not-to-Exceed - \$49,960,000

VENDOR:

PROCEDEO Group JV

PURCHASING MECHANISM:

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

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

Capital Improvement Program

RATIONALE:

The District is seeking an Owner's Representative (OR) to work with District staff to manage the 2021 Capital Improvement Program from planning until the closeout process is complete on all projects.

INFORMATION SOURCE:

Vicki Burris

 **AIA[®] Document C171™ – 2013****Standard Form of Agreement Between Owner and Program Manager for use in a Multiple Project Program**

AGREEMENT made as of the ___ day of December in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address and other information)

Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107
817-871-2000

and the Program Manager:
(Name, legal status, address and other information)

Procedeo Group JV
200 Bailey Avenue #201
Fort Worth, Texas 76107
817-764-0002

for the following Program:
(Name, location, and detailed description of the group of buildings and/or site improvement projects included in the Program)

Fort Worth Independent School District 2021 Capital Improvement Bond Program and the projects thereunder more specifically described in attached Exhibit "A".

The Owner and Program Manager agree as follows.

Program Manager herein is also sometimes referred to as the "Owner Representative" or "OR".

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	PROGRAM INFORMATION AND INITIAL INFORMATION
2	PROGRAM MANAGER'S RESPONSIBILITIES
3	SCOPE OF PROGRAM MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION
9	MISCELLANEOUS PROVISIONS
10	COMPENSATION
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 PROGRAM INFORMATION AND INITIAL INFORMATION

§ 1.1 This Agreement is based on the Program Information and Initial Information set forth in Sections 1.2 and 1.3, as well as the documents further described in Section 12.2.

§ 1.2 Program Information

(Insert the requested Program Information below. For information that is not provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

Fort Worth Independent School District 2021 Capital Improvement Bond Program and the Projects thereunder more specifically described in attached Exhibit "A".

§ 1.2.1 Preliminary description of the projects comprising the Program (also referred to herein as program):
(Identify proposed use, size, or other known information for each project in the Program.)

Procedo Group JV will represent the Owner, Fort Worth Independent School District ("Owner" or "FWISD") as the Program Manager ("PM") for those projects listed on attached Exhibit "A"

§ 1.2.2 Location of each project in the Program (may be referred to herein as Project or project):

All projects are located within the geographical boundaries of FWISD.

§ 1.2.3 Preliminary assessment of the condition of existing facilities or sites, if any:
(Identify or describe written reports of the conditions of existing facilities or sites.)

None.

§ 1.2.4 Funding source:

(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

The Program funding will be from the sale of bonds from the 2021 bond referendum.

Init.

§ 1.2.5 The Owner's budget for the Program, including the budgets for each project in the Program:
(Provide the Owner's total budget for the Program and, if known, a line-item breakdown of all costs described in Section 3.4.1.)

See attached Exhibit "A".

§ 1.2.6 The Owner's intended procurement or delivery methods for design and construction of the projects in the Program.
(Identify method such as competitive bid, negotiated contract, multiple prime contracts or construction management.)

Procurement process will be determined by Owner's Board of Trustees subject to its determination of the best value for each project and applicable laws and rules of state-procurement.

§ 1.2.7 Anticipated scheduling information:
(Include overall Program duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for each project in the Program.)

.1 Anticipated dates of Program commencement and completion:

.1 Commencement of design, if other than the date of this Agreement:

.2 Completion of design:

.3 Commencement of construction

.4 Completion of construction

.2 Other Program scheduling information:

This Contract is effective commencing December 16, 2021 and shall continue for a period of six (6) years ending December 15, 2027, subject to Owner's right to earlier terminate this Agreement in accordance with Article 8 hereof. The projects described in Exhibit A and the services related to each listed project may be performed in a phased approach, with some overlap on a project-by-project basis. Owner may extend this Contract for up to two (2) additional one-year periods, provided that Owner notifies Project Manager at least thirty (30) days prior to the Contract expiration.

§ 1.2.8 Other information regarding the Program:
(Identify any other available studies or reports, as well as special characteristics or needs of the Program, such as environmentally responsible design or historic preservation requirements, not provided elsewhere.)

To be determined by Owner's Board of Trustees.

§ 1.3 Initial Information

(Insert the requested Initial Information below. For information that is not to be provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.3.1 The Owner will retain the following consultants and contractors:

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(List name, discipline, address and other information. If the Owner will retain a consultant or contractor for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

To be determined by Owner's Chief of CIP subject to approval by Owner's Board of Trustees.

§ 1.3.2 The Program Manager will retain the consultants identified in Sections 1.3.2.1 and 1.3.2.2:

§ 1.3.2.1 Consultants retained under Basic Services:

(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

To be determined at a later date by mutual agreement.

§ 1.3.2.2 Consultants retained under Additional Services:

(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

To be determined at a later date by mutual agreement.

§ 1.3.3 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Vicki D. Burris
Chief Officer, Capital Improvement Program
3150 McCart Avenue
Fort Worth, Texas 76110

Program Manager shall restrict communications to the above named representative and those persons designated by Owner's representative, and unless otherwise directed shall direct all communication through these individuals. Program Manager shall not contact the Board of Trustees without prior approval of the Owner's above named representative for the services envisioned by this Agreement.

§ 1.3.4 The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:

(List name, address and other information.)

§ 1.3.5 The Program Manager identifies the following representative in accordance with Section 2.4:

(List name, address and other information.)

Barry Brock
Program Manager
200 Bailey Avenue #201
Fort Worth, Texas 76107

§ 1.3.6 Other Initial Information on which the Agreement is based:

The Program Manager will provide program-wide services as described in this Agreement, including but not limited to overall program management, program review and evaluation, program scheduling, value engineering, procurement evaluation, project analysis, cost-benefit analysis, constructability reviews, claims analysis and negotiation, construction observation and analysis, and program reports. The Program Manager will provide program-wide services with personnel who maintain appropriate licenses and certifications that meet state requirements when such licenses are required by law.

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§ 1.4 The Owner and Program Manager may rely on the Program Information and Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedules, the Program Manager's services and the Program Manager's compensation.

1.5 The Owner's Board of Trustees, by majority vote at a properly called meeting, or its duly designated designee, is the duly authorized governing body of the Owner, a public independent school district, having the power to enter into a contract (except in amounts delegated to the Superintendent), approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$50,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion, unless such authority is otherwise delegated by the Board.

ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement in a professional and courteous manner. In general, the Program Manager shall have primary management responsibility for Projects assigned to it and more specifically shall coordinate all such Project matters with a goal to attain the completion of Projects on time and within budget. However, this management responsibility is not a delegation of authority, and all decisions must be compiled and brought by Program Manager to the Owner

§ 2.2 Notwithstanding anything to the contrary contained in this Agreement, Owner and Program Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Program Manager's special and unique abilities with respect to performing the services, and Program Manager's special and unique abilities with respect to construction management and program management, including, without limitation, leadership and coordination of all of the District's other independent contractors for the Project, including construction general contractors, architects, engineers, surveyors, testing laboratories, trade contractors, and special consultants as the Owner's representative agent. The Program Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances in accordance with the federal, state and local laws and regulations which are applicable to the performance of the services, and which are in effect on the date of this Agreement or as may be amended during the term hereof. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program. Program Manager warrants, represents, covenants, and agrees that the services will be accurate and free from material errors. The Program Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Program Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Program Manager's skill and knowledge in performing the Services.

§ 2.3 The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Program to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed subject to the other terms of this section. The Program Manager warrants, represents, covenants, and agrees that all persons connected with the Program Manager directly in charge of the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations; and that the person in charge of the performance of Program Manager's Services shall be, at all times, a highly qualified person in The Owner may request in writing, with cause, the immediate removal of any of the Program Manager's employees, subcontractors or agents. Upon receipt of any such request, Program Manager shall immediately remove the employee(s), subcontractor(s), or agent(s) named therein.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Program. This representative shall be subject to the terms of Section 2.3, above.

§ 2.5 Except with the Owner's knowledge and written consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Program. Program Manager represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the services.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors subject to the terms of this Agreement. The Program Manager shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors; however, the Owner does not guarantee the accuracy or completeness of any of said services or information. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission or inconsistency in such services or information.

§ 2.7 The Program Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.7.1 Comprehensive General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate per project for bodily injury and property damage. Excess Liability with policy limits of not less than Ten Million Dollars (\$10,000,000.00) for each occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate per project for bodily injury and property damage. Products and Completed Operations coverage with policy limits not less than Four Million Dollars (\$4,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate per project. The Owner shall be named as an additional insured on the Program Manager's Comprehensive General Liability policy.

§ 2.7.2 Automobile Liability covering owned and rented vehicles operated by the Program Manager with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Program Manager's Automobile Liability policy.

§ 2.7.3 The Program Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Program Manager's umbrella or excess insurance policy.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000.00).

§ 2.7.5 Professional Liability covering the Program Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Ten Million Dollars (\$10,000,000.00) in the aggregate.

§ 2.7.6 Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A. The Program Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies. Failure to provide certificates or proof shall not act as waiver so as to relieve Program Manager of its obligations under this Article. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Owner and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the Owner in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement. Upon Owner's request, the Program Manager must furnish the Owner with certificates of insurance evidencing the Program Manager's insurance coverage is consistent with the terms of this Agreement. The Program Manager must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage shall be a material breach of this agreement and the Owner may terminate this agreement without further liability to the Program Manager.

2.7.8 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Program Manager.

2.7.9 The commitments in this Agreement by Program Manager are in addition to, and not in substitution for, any other remedy for defective Services which the District may have at law or in equity under this Agreement.

ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the payments and final approvals required by Owner, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. Subject to the other provisions of this Agreement, the Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

§ 3.1.2 The Program Manager shall periodically review the development of the design for each project in the Program and provide recommendations to Owner for systems, materials, equipment and techniques that are utilized to achieve the Design Standards established pursuant to Section 3.3.4. The Program Manager shall provide advice on construction feasibility, availability of materials and labor, and procurement and time requirements for installation and construction. If the Owner approves of recommendations, the Program Manager shall assist in negotiating or carrying out said changes with other relevant parties towards successful completion of the Project.

§ 3.1.3 The Program Manager shall determine the need for retaining consultants to provide professional and other services for each project in the Program, and assist the Owner in reviewing qualifications and selecting any such consultants.

§ 3.1.4 The Program Manager shall assist the Owner in selecting the services of independent testing laboratories, review their reports and make recommendations to the Owner.

§ 3.1.5 The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining contractors for each project in the Program.

§ 3.1.6 Delete

3.1.7 The Program Manager will provide an on-site Program Management Team, as necessary to perform the services, with appropriate administrative support during the entirety of the Program. Membership of this team will be stable, and any proposed personnel changes must be approved in advance by the Owner.

3.1.8 Program Manager shall, as directed by Owner, make presentations and answer questions from project stakeholders. Program Manager shall design, establish, and maintain a FWISD 2021 Capital Improvement Program website for informing the public on Program-specific progress/status. Owners Representatives shall approve the design and information before it is made available to the public.

3.1.9 Program Manager shall put in place a system of daily and weekly updates and reporting to the Owner's Representative to keep Owner informed of Program status issues requiring attention.

3.1.10 The Program Manager, as a part of its daily responsibilities, will be responsible for budget and fiscal oversight of the 2021 Capital Improvement Program, which includes, but is not limited to, the following:

- i. Budget – The Project Manager will establish, organize, and/or manage overall program budget and each project budget. Project Manager will establish reports tracking budget including all budget transfers and budget amendments.
- ii. Cash Flow – The Project Manager will provide periodic cash flow reports to help Owner understand and prepare for cash needed for upcoming projects.
- iii. Procurement – The Project Manager shall play a lead role in the 2021 CIP procurement process including advertisements, RFQ/RFP (etc.), bid openings, evaluations and negotiations.
- iv. Permits – The Project Manager shall develop procedures for obtaining all needed permits, reviews, inspections and/or approvals from outside entities. Project Manager will also be responsible for developing a process for payment and tracking the costs of these items. In addition, Project Manager will be responsible for submitting all receipts, verifying amounts and locations, associated with permits, reviews, inspections and/or approvals from outside entities.
- v. Contracts/Purchase Orders/Change Orders/Additional Services – The Project Manager will be responsible for gathering all necessary documents needed to execute contracts and issue purchase orders, including bonds, insurance, 1295s, etc.
- vi. Program and Project Contingencies – The Project Manager shall be responsible for managing and tracking all program and project contingencies. Project Manager will also be responsible for submitting all required documentation needed to access program contingency.
- vii. Pay Applications/Invoices – The Project Manager shall develop a protocol, working with 2021 CIP vendors, to review and submit monthly pay applications and invoices for payment processing. The Project Manager will also develop a system to track vendor payments so 6/30 invoices are submitted to CIP for payment in correct fiscal year.
- viii. HUB – In addition to being responsible for Program HUB outreach, the Project Manager shall also implement and monitor, update and expand the 2021 HUB Program, which is a minimum expectation of 25%. The Project Manager shall be responsible for tracking and reporting HUB participation status throughout 2021 CIP, which includes, but is not limited to:
 - a. Provide HUB reporting training to contractors
 - b. Assist with bid evaluations related to HUB
 - c. Provide HUB sub list to contractors in need
 - d. Track Good Faith efforts reported by contractors
 - e. Track and record Notice of Change information submitted by contractor
 - f. Prepare HUB closeout documents
 - g. Prepare HUB closeout evaluation forms
- ix. Custodial/Maintenance Overtime – The Project Manager will be responsible for coordinating with district personnel and any CIP vendor needing overtime coverage to ensure projects stay on track. The Project Manager will also submit related documents to CIP staff to ensure payroll for overtime is calculated.
- x. Financial Closeout – The Project Manager shall gather, verify and organize all information essential to complete financial closeouts for all projects, including preparing items to be submitted to Board for closeout approval.
- xi. Financial Reporting and Reconciliations – The Project Manager will be responsible for developing and generating financial reports or reconciliations, not mentioned below, needed by CIP staff, other district personnel and external entities related to Capital Improvement Program. Reports or reconciliations will include, but not limited to:
 - a. Change Order Reports
 - b. Monthly Project Reports
 - c. Citizens Oversight Committee (COC) Reports
 - d. Fiscal Year End Reports
 - e. Permit Cost Reconciliation
 - f. Comparison Report
 - g. Contingency Report

3.1.11 Program Manager shall, at all times, represent, protect, and defend Owner interests in all intersections with construction contractors and suppliers, and other third party contractors or program managers.

§ 3.2 Program Management Plan

§ 3.2.1 In order to ascertain the requirements of the Program, the Program Manager shall review and discuss with the Owner the Program Information and Initial Information, along with any other information listed below to be furnished by the Owner. The Program Manager and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Program.

(List other information to be furnished by the Owner.)

To be determined at a later date by mutual agreement.

§ 3.2.2 The Program Manager shall develop and document a Program Management Plan reflecting the scope and related requirements of the Program and submit the Program Management Plan to the Owner for approval. Once approved, the Program Management Plan shall be followed by the Program Manager. The Program Management Plan shall include a description of, and requirements pertaining to, the following (all with a focus on meeting the requirements of the funding sources applicable to this Agreement):

- .1 Program management approach and organization, including executive, management and team staffing plan and responsibilities;
- .2 Program planning and development activities, including strategic planning, prioritizing, and defining scope, schedule and budget of the projects in the Program;
- .3 Program management controls, including scope, budget/cost, schedule, and quality management plan;
- .4 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; evaluating and approving substitutions; and affirmative action or diversity plan;
- .5 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for project construction procurement, such as award, contracting, notice to proceed, change orders, payment certification; and project closeout;
- .6 Program communication procedures, including systems, meetings, reporting, investigation, and records. Program Manager will account for and follow District records maintenance and information management procedures throughout the scope of the Program, including Project Closeout, Program Manager Closeout, and other tasks.;
- .7 Development of design process guidelines, including assessment, prioritization, project scope definition, design development, coordination, and permit process;
- .8 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, change order management, commissioning, and project closeout procedures; and
- .9 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Program Manager shall obtain the Owner's approval of the Program Management Plan, and any subsequent revisions to the Program Management Plan. The Program Manager shall meet with the Owner to discuss the Program Management Plan and any necessary revisions every six months, or at intervals set forth below:

(Insert the milestones or intervals for Program Management Plan updates, if other than every six months.)

at intervals appropriate to the progress of the work, but not less than once each calendar month.

§ 3.3 Information Management and Standards

§ 3.3.1 **Program Management Information System.** The Program Manager shall implement and, for the duration of the Program, maintain and upgrade as necessary a web-based Program Management Information System to be used to receive, distribute, and maintain Program Reports, Program Schedules, and other information, reports and documentation as agreed by the Owner and the Program Manager. Activities under the Program will be scheduled and documented through the Program Management Information System. The Program Management Information System shall organize information by project, activity, or relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Program, and update the Program Management Information System on a weekly basis unless otherwise agreed. The Program Management Information System shall contain, at a minimum, current status on contracts, budget, schedule and quality on a Program and project basis.

§ 3.3.2 The Owner shall have full access to all information in the Program Management Information System. Other Program and project participants shall have access to specific information only as approved by the Owner. Upon the completion of each project in the Program, the Program Manager shall preserve the documentation and information contained in the Program Management Information System and provide a usable copy to the Owner. The entire database will be housed within the Owner's internal system and will be completely turned over to the Owner at completion.

§ 3.3.3 The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Program Management Information System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required for the duration of the Program, regarding the use of the Program Management Information System.

§ 3.3.4 **Design Standards.** The Program Manager shall assist the Owner, and Owner's Design Manager, if any, in developing and periodically updating Design Standards for the Owner's approval. The Design Standards shall provide a functional, aesthetic, and quality framework for the projects in the Program and shall include the following: planning criteria (including area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, , and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and, procurement, contracting and general requirements. The Design Standards shall incorporate any existing Owner design standards.

§ 3.3.5 Prior to the start of the design of each project, the Program Manager shall make the Owner-approved Design Standards available to the Owner's design consultants through the Program Management Information System.

§ 3.3.6 **Program Report.** On a monthly basis, or as set forth below, the Program Manager shall prepare a Program Report. The Program Manager shall prepare a Program Report in single volume to include the following information for each project: executive summary narrative; executive summary cost report; master schedule; summary of Owner-occupied space and scheduling intermittent moves of existing functions; and updated and program schedule; actual and anticipated costs related to the Program; cost and payment reports for each consultant and construction contract; cash flow projections; proposed and approved changes; any claims pertaining to the Program Manager, Owner and Owner's other consultants and contractors; and summary of equipment planning and procurement. The project-specific report shall include a summary report, progress report and the presentation of post-construction maintenance schedules and procedures for each project. The Program Manager shall participate in update meetings with Owner and stakeholder groups as directed by Owner's Representative.

(If the Program Report is required at intervals other than monthly, set forth such intervals below.)

The intervals may be amended in writing by the Owner to Program Manager.

§ 3.4 Program Budget Control

§ 3.4.1 If the Owner has not established a Program Budget, the Program Manager and the Owner shall collaborate to prepare a preliminary Program Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of each project in the Program, and additional details necessary for the Owner to prepare a complete Program Budget. The Owner shall review and approve in writing the preliminary Program Budget. The Program Manager shall provide monthly reports on the Program Budget, or at intervals otherwise agreed to by the Owner and Program Manager below. The Program Manager shall organize the Program Budget in a manner that will allow costs to be tracked using the Program Management Information System.

(If the Program Manager is required to provide Program Budget reports at intervals other than monthly, set forth such intervals below.)

§ 3.4.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Program and project costs. The Program Manager shall prepare cash flow projections of costs for the Program.

§ 3.4.3 The Program Manager shall review estimates prepared by the Owner's consultants and contractors and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.

§ 3.4.4 The Program Manager shall share information regarding the Program Budget with the Owner's consultants as authorized by the Owner or this Agreement.

§ 3.4.5 The Program Manager shall assist in identifying Program-wide procurement and cost saving opportunities.

§ 3.4.6 The Program Manager shall report the cost impact on the Program Budget of proposed contracts, change orders, and proposed contract amendments from the Owner and the Owner's consultants and contractors. The Program Manager will establish and maintain a Project Change Control System that will provide for the management, tracking, and documentation of all changes to each project. The design of the Change Control System must be approved by the Representative of Owner, and will be amended as necessary, at the discretion of the Representative of Owner.

3.4.7 The Program Manager will review, analyze and make recommendations regarding cost, schedule and quality impacts of all changes in scope submitted for consideration for Owner and/or the Representative of Owner, by the design team or by contractors. The Program Manager will analyze and negotiate both scope and cost of all changes for Owner approval, and on a monthly basis, will report to the Representative of Owner the impact of all changes on project cost, schedule, and quality.

3.4.8 The Program Manager will provide cost review of submissions by any Construction Manager at Risk on any project for which the Construction Manager at Risk construction delivery method is selected by the Owner.

§ 3.5 Program Schedule Control

§ 3.5.1 The Program Manager shall prepare a Program Schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction and Owner activities; establishing the overall duration of the Program; and identifying critical milestone dates. The Program Manager shall update and expand the level of detail and status of the Program Schedule as the Program progresses. The Program Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 project specific milestones and design and construction schedules, including dates of commencement and completion;
- .3 components that need to be ordered or procured for the overall Program by the Owner, if any; and
- .4 the Owner's occupancy requirements and any portions of the Program having occupancy priority.

§ 3.5.2 The Program Manager shall provide recommendations for project sequencing and phasing to meet overall Program objectives.

§ 3.5.3 The Program Manager shall provide recommendations on the milestone dates and durations in the design and construction schedules as they are developed for the projects in the Program.

§ 3.5.4 The Program Manager shall monitor and report on the progress of the Program and indicate to the Owner observed deviations from the Program Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Program Manager shall include the reports in the Program Management Information System. The Program Manager shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.

§ 3.6 Program Quality Control

§ 3.6.1 The Program Manager shall establish, and distribute through the Program Management Information System, quality control guidelines that define the obligations of the Program Manager, Owner, and the Owner's consultants and contractors. The Program Manager will provide the Representative of Owner with monthly budget, cost, and business reports for each project within the Program, which will include an exceptions report that forecasts problems and provides recommendations for remedial action.

§ 3.6.2 The Program Manager shall periodically review the development of the design for each project in the Program for conformance with the Program requirements and Design Standards. The Program Manager shall provide a list of

observed deviations from the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.3 The Program Manager shall confirm that each contractor has prepared a safety program and project specific quality control plan.

§ 3.6.4 The Program Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.7 Other Services

§ 3.7.1 Upon the Owner's written request, the Program Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Program and the Owner.

§ 3.7.2 The Program Manager shall schedule and conduct meetings with the necessary Program participants to coordinate the progress of the Program. The Program Manager shall also prepare minutes of such meetings and include them, as appropriate, in the Program Management Information System. For all construction-related meetings for the Program, the Program Manager will prepare and distribute meeting notes and ensure coordination of issues raised during the meetings with all responsible Project stakeholders. This will include the weekly progress meetings, which the Program Manager will chair. Meeting notes will be issued to all parties involved in the meetings no later than three (3) working days following the date of the meeting. Project Manager will provide and conduct and distribute all meeting minutes that are related to Owner/Project Manager meetings either on a weekly or bi-weekly basis, whichever is agreed upon in the Program Management Plan. Project Manager will take meeting notes, attend, manage and provide recommendations to the design and construction teams during their applicable meetings, however, the Architect will be responsible for meeting agendas, minutes and distribution of all meeting notes during the planning/programming and design phase: similarly, the Contractor will be responsible for all meeting agendas, minutes and distribution of meeting notes during the construction phase and construction related meetings. Project Manager will provide their notes and comments to the team for the appropriate parties to distribute. All Architect/Engineer (A/E), Contractor and Owner/PM meeting minutes will be logged, housed and filed on the internal network drive.

§ 3.7.3 The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over each project in the Program.

§ 3.7.4 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of changes or proposed changes in the scope of design or construction for projects in the Program, and the corresponding contracts for design and construction.

§ 3.7.5 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of applications for payment for the Program and the projects in the Program.

§ 3.7.6 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the various agreements between the Owner or the Program Manager and consultants and contractors for disputes arising out of the Program.

§ 3.7.7 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Program.

§ 3.7.8 The Program Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and project close-out, for projects in the Program.

3.7.9 The Program Manager shall determine in general that the work of each Contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the Owner against defects and deficiencies in the work. The Program Manager shall notify the Architect and Owner of any work that does not conform to the contract documents and shall reject such work unless the Owner objects in writing (inclusive of electronic mail) to the rejection within twenty-four hours of such notification. Whenever the Program Manager

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considers it necessary or advisable, the Program Manager will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed, or completed. The Program Manager shall notify and receive approval from the Owner prior to ordering any such inspection or testing which result in additional cost to the Owner. However, neither the Program Manager's authority to reject work or order inspection or testing nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Program Manager or Owner to the contractor, subcontractors, material and equipment suppliers, their agents or employees or persons or entities performing portions of the work. The Program Manager shall be responsible for providing, at no additional cost to the Owner, the program management services made necessary by major defects or deficiencies in the Contractor's work which the Program Manager should have discovered through reasonable care.

3.7.10 HUB Program (SBE-Disadvantaged-M/WBE): Program Manager shall refine, implement and monitor, on the Owner's behalf, the HUB Program for the CIP. The HUB participation expectation for the overall CIP has been established by the Board of Education at 25% pursuant to Fort Worth Independent School District's Policies CV(LOCAL) and CV(LEGAL) incorporated herein by reference. The HUB expectation is subject to review based on the results of the Owner's availability and disparity study. Program Manager shall provide required reporting in a format approved by the Owner.

3.8 Project Phase Responsibilities

Program Manager will provide services for all phases of each Project as required by this Agreement. Included, but not limited to, Program Manager's responsibilities for each phase of each Project are the following responsibilities:

3.8.1 Organization and Implementation Planning

1. In conjunction with the Owner, develop a Design/Engineering review phase procedure and report formats.
2. Working with Architect and Owner, to assist with the development of a system to integrate warranty procedures with the Owner, computerized maintenance system, and provide a qualified data entry resource to enter detailed equipment records for all new equipment installed.
3. Implement and maintain document control and record keeping systems.
4. Develop and document Owner Program requirements.
5. If requested by Owner, assist Owner in selection of Design Professionals and other Program Managers by preparing and transmitting requests for qualifications (RFQs) or competitive sealed proposals (CSPs), assisting in the review of written proposals, conducting interviews, and making recommendations. The Owner reserves the right to review and approve for content all bidding documents. The Program Manager shall not include in the bidding documents any General Conditions of the Contract for Construction without prior written approval of same by Owner. The Program Manager shall include notices of the following statutory requirements in each invitation for bids:
 - a. The successful bidder's responsibility to provide worker's compensation insurance in accordance with Texas Labor Code Chapter 406;
 - b. The successful bidder's responsibility to pay prevailing wage rates pursuant to Texas Government Code Chapter 2258;
 - c. The successful bidder's responsibility to provide a payment bond for any contract in excess of \$25,000.00 pursuant to Texas Government Code Chapter 2253;
 - d. The successful bidder's responsibility to provide a performance bond for any contract in excess of \$100,000.00 pursuant to Texas Government Code Chapter 2253; and
 - e. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption certificates.
6. Review Program schedules as they are developed. Develop and maintain a comprehensive Master Program Schedule to include all organization, design, preconstruction, construction, and post-occupancy services. This will be a comprehensive schedule reflecting all significant activities required to deliver each Project through occupancy and post-occupancy. The schedule will be designed to deliver each Project as quickly as possible while complying with all Owner procurement, program, and quality requirements. The Master Schedule will be continually updated to add and track sub-tasks to be performed by Program Managers and contractors.
7. Provide an organizational plan and responsibility matrix for the management and control of the Program, including activities of the Owner, Project Delivery Team members and others pertinent to the process of Project development. This includes assessment of Project phasing, financing considerations, alternative

delivery methods, bidding and contracting strategy, etc. to provide for the most efficient approach to delivering each Project.

8. Review project budgets developed to date. Refine and develop a detailed preliminary Master Project Budget for each Project. The Master Project Budget is intended to capture all costs of each Project, serving as a reporting tool and enable control of all Project costs. This Master Project Budget will become the base Project cost model and will be developed for easy file sharing with Owner's network-based financial software. Actual Project cost control will be coordinated with Owner finance for the optimum approach, to include cash-flow projections.

3.8.2 Design/Engineering Review:

1. Review, in detail, all Drawings and Specifications to ensure compliance with Owner technical requirements and construction standards.
2. At the request of Owner, review the Design Letter of Intent based on input from the Architect/Engineering design team and ensure compliance with Owner standards.
3. Provide dedicated Program Management personnel to accomplish requirements of the Program. Coordinate all activities of Project teams providing overall team leadership and guidance throughout the entire process. Program Manager will provide on-site program management representation and administrative support as necessary to perform the services during this phase and throughout the Program.
4. Maintain a detailed Master Program Budget to address all projected costs. The Master Project Budget is intended to capture all costs of each Project and serve as a reporting tool to the Owner Representative and enable cost control of each Project costs. The Program Manager will maintain data on all approved budget changes, commitments, expenditures to date and remaining budget amounts in a format consistent with Owner requirements.
5. Process and cause to be carefully reviewed all submittals, product samples, shop drawings, requests for information and clarifications. The commissioning component of the design team will thoroughly review all items for compliance with Owner's standards. Commissioning is not part of the Program Manager's scope of work. Provide tracking, oversight and coordination of submittal reviews, project samples and shop drawings. It remains the responsibility of the NE and Contractor to properly review each of these for quality and accuracy to meet the design standards. The design team and Contractor are accountable for what is installed in the building
6. Perform statistically based quality design review at a minimum, 30%, 50%, 90%, and 100% completion of the drawings and specifications in concert with Owner team when requested by Owner.
7. Maintain the Master Program Schedule and a short-term look-ahead schedule to facilitate the overall Project decision-making process. Identify key milestones for the design team and coordinate the decision-making necessary to achieve all milestones. The Master Schedule will be continually updated to add and track sub-tasks to be performed by Program Managers and Contractors.
8. Provide oversight of the design teams, as directed by Owner's Representative, including coordination of interfaces with Owner personnel. The nature of this oversight is to make sure that budget, schedule, and document coordination and quality are achieved; and that necessary integration with Contractor processes occur in a high-value manner. If requested by Owner, assist in negotiations of any proposed design services contracts.
9. When design or programmatic changes are made and approved by Owner, these changes will be logged and the cost effect will be documented in the form of a design-phase change order. Any deviations from the quality specifications contained in the Specifications document will be conspicuously noted.

3.8.3 Contract Procurement

1. In collaboration with the Owner, counsel for the Owner, and Project Architects, propose procurement strategy and assist with process. Assist the Owner/Architect in preparing and placing notices and advertisements to solicit responses on each Project.
2. Participate in pre-bid/proposal and pre-construction meetings where the Commissioning process requirements are reviewed, to assist the entire team, and consult with the Commissioning provider.
3. Assist with the selection of General Contractors, and all additional Program Managers required for Project implementations, including but not limited to the development of RFQs, CSPs, analysis of proposals, managing the interview process and development of recommendations for selection in accordance with Owner guidelines.

4. Assist the Architect in the delivery of documents and addenda to the interested parties and attend pre-submission conferences. Work with the Architect to provide to the Owner a cost estimate of each addendum.

3.8.4 Construction

1. Provide a full-time, Program Management team on-site as necessary to perform the services to administer contracts. Act as an agent and representative of the Owner and establish and implement coordination procedures among Owner, Architects, Contractors, and Program Managers
2. Coordinate necessary reviews whereby the accountable personnel (A/E and Contractor) inspect submittals for compliance with Owner standards. All the approved submittals will be logged and housed on Program Manager's internal database system and may be reviewed at any time during the construction process. A shared site or FTP will be created by PM or A/E for easy distribution of submittals and documents.
3. Ensure Contractor timely completes all permitting requirements.
4. Monitor pay applications, submittals, costs, and receipts to ensure compliance of such with the Contract Documents and Owner standards; provide updates to Owner regarding same. On CMAR projects this includes review of all documentation of CMAR's costs on each Application for Payment.
5. Provide audit review services if required when the delivery method selected by the Owner for any Project is Construction Manager-at-Risk.
6. Coordinate closely with inspection activities to ensure that submittals correspond with Owner standards and that delivered equipment and materials correspond with submittals and Owner standards.
7. For each Project, conduct pre-construction meetings with the Owner Representative, Architect, Construction Contractor, and all other key members of the Project delivery team. Establish lines of communication and construction administration procedures such as for the processing of submittals, shop drawings, Requests for Information, Change Requests, etc. Prepare a Project procedures manual relative to handling all Project documentation in concert with the Owner's current forms and processes
8. Coordinate and provide oversight, review submittals to ensure compliance with construction standards. Coordinate dispute resolution and claims avoidance services. It is the A/E and Contractor's responsibility to ensure that the submittals are in compliance with the design and Owner standards (Owner standards will supersede design standards). Architect will provide QA/QC monitoring and random reviews throughout the program to ensure products are being installed per the design documents i.e., the submittals and standards and PM shall monitor and ensure Architects compliance.
9. Manage the change order tracking system. All proposed changes will be set forth in a request for proposal from the Architect, outlining in appropriate detail the change and accompanied by the technical drawings and specifications if necessary. The Contractor will develop a detailed breakdown of estimated cost and time extension requests. Program Manager will make recommendations to Owner. All change orders must have approval by the Owner's Representative prior to execution. All approved change orders shall be logged. When deemed necessary by Owner, Program Manager will provide life-cycle costing data to support changes. Individual/independent estimates will be an add service.
10. Monitor requests for information to ensure timely responses by the Contractor. Identify potential liabilities in the requests for information which could develop into future requests for change orders.
11. Review all applications for payment submitted and provide recommendations for revisions and/or payment. This includes detailed cost review for any Construction Manager at Risk project.
12. Ensure that operations and maintenance manuals are assembled on an ongoing basis during construction to facilitate training and final compilation.
13. Manage and maintain all Project documents and files and ensure as-built drawings are kept current by Contractor
14. Chair weekly job meetings as required by Owner, and prepare and distribute minutes to all attendees.
15. As a condition precedent to allowing any Contractor to proceed with any work on any Project, require that the Contractor provide proof of the existence of all worker's compensation and other insurance coverage, statutory performance bonds, and statutory payment bonds required by the Contract for construction, and shall verify that such insurance and bonds are in the amount and form required by the Contract Documents. The Owner with the assistance of the Program Manager shall maintain records of all required certificates of insurance and performance and payment bonds provided by the Contractors, and shall forward copies to the Owner and Architect.

3.8.5 Occupancy/Post Occupancy

Init.

1. Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of Substantial Completion. Monitor completion of the punch list items by the Contractor.
2. Coordinate such items as furniture and equipment (delivery, assembly, and installation), systems testing, training sessions, etc. Participate in regular move-in team coordination meetings and ensure that all deadlines are met.
3. Review operations and maintenance manuals for each Project to ensure they meet specified requirements.
4. Assist Owner in obtaining occupancy permit, including preparation of relevant documents for governmental agencies as well as facilitating inspections by governmental agencies.
5. Work with Commissioning Services provider.
6. Verify that all warranties have been received and are properly executed by Owner. Coordinate warranty completion.

3.8.6 Required Deliverables from Program Manager will include, but not limited to, the following:

1. Master Program Schedule;
2. Master Program Scopes of Work;
3. Master Program Budget;
4. Internet Project Status reporting site;
5. Monthly and Periodic Executive Status Reports (for Board of Trustees, including budget allocation vs. remaining balance, project timeline, and overall project progress);
6. Project Team Organization/Responsibility Matrix;
7. Communication flow diagram;
8. Construction Oversight model;
9. Meeting Agendas will be chaired for kickoff meetings and Owner/PM related meetings. NE and CMAR will be responsible for agendas and meeting minutes during the design and construction phase. PM will be active and provide oversight during these meetings;
10. Minutes from Project Meetings within three (3) days of meeting;
11. Action Logs housed on internal site;
12. Change Order Log; provided by Contractor and updated at construction meetings and pay application reviews. PM will have an action and CO log to cross check.
13. Owner/Architect, Construction Contractor and other contracts and documents;
14. Construction Close-out Documents Checklist;
15. Contract Close-out Documents Checklist;
16. Move-in/Move-out and Relocation Coordination Checklist
17. Post-Occupancy Evaluation/Warranty Tracking;
18. Request for Information Log: contractor will distribute at each construction meeting and this will be filed and monitored for potential cost impacts or credits and housed on the internal site;
19. Equipment Operations and maintenance Manuals: Management, checklist and coordination to ensure all closeout documents are received from the Contractor and A/E
20. Complete sets of As-Built drawings for each project: Management, oversight and coordination to ensure all the as-builts are received from the Contractor and A/E;
21. Program schedule with updated milestones. Contractor to provide a cost loaded schedule for each project and this will be reviewed with each pay application;
22. Tracking of Agency Approvals;
23. Cost Verification/Cost Estimating; and cost verification overview and review estimates and CO estimates. Separate detailed estimates (independent estimates) will be an add service; and
24. Cost Review

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services, unless specifically noted below as being included as part of the Basic Services in which case such will be performed by Program Manager at no additional compensation, but may be required for the Program. The Program Manager shall provide the listed Additional Services not designated as Basic Service only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.3.

(Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an

exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the Program Management context.)

Services	Responsibility (Program Manager, Owner or not provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Community communications not included in Section 3.7.1	Basic Service*	
§ 4.1.2 Capital campaign support	Not Provided	
§ 4.1.3 Project Specific Construction Management (C132™-2009)	Basic Service*	
§ 4.1.4 Assistance with sustainability certifications	Not Provided	
§ 4.1.5 Affirmative action/diversity compliance and outreach	Basic Service*	
§ 4.1.6 Design Management Services (B171™-2013)	Basic Service*	
§ 4.1.7 Existing facilities analysis	Not Provided	
§ 4.1.8 Site Selection Analysis (B203™-2007)	Not Provided	
§ 4.1.9 Economic analysis	Basic Service*	
§ 4.1.10 Project Programming (B202™-2009)	Not Provided	
§ 4.1.11 Master planning	Not Provided	
§ 4.1.12 Early procurement of materials and equipment	Basic Service*	
§ 4.1.13 FF&E procurement coordination	Basic Service*	
§ 4.1.14 Detailed cost estimating	Not Provided	
§ 4.1.15 Life cycle analysis	Not Provided	
§ 4.1.16 Move management	Basic Service*	
§ 4.1.17 Coordination of hazardous material testing or abatement	Basic Service*	
§ 4.1.18 Other project specific services:	Basic Service*	
§ 4.1.19 Other Program specific services:	Not Provided	
4.1.20 Review of cost estimates prepared by Architects and Contractors	Basic Service*	

*The term "Basic Service" will have the same meaning as in Article 3, and shall be provided by Program Manager at no additional compensation and no additional cost to Owner.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Program Manager's responsibility, if not further described in an exhibit attached to this document.

Services are self-explanatory

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Program Manager to compensation pursuant to Section 10.4.

§ 4.3.1 Each time that Program Manager is requested to perform services which Program Manager deems to be Additional Services, and prior to performing such Additional Services, Program Manager shall complete and forward to Owner for acceptance by Owner, an Additional Services Requisition in written form acceptable to the Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Program Manager has determined that the requested services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Program Manager is prepared to perform such Additional Services (as defined in this Agreement), together with a proposed schedule for the performances of such Additional Services. The

Program Manager shall not proceed to provide the following services until the Program Manager receives the Owner's written authorization:

- .1 (deleted)
- .2 (deleted)
- .3 (deleted)
- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Program Manager is party thereto;
- .5 (deleted)
- .6 Services required by deficiencies in the performance or default of Owner's consultants or contractors.

§ 4.3.2 (paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Program in a timely manner, including the information in Article 1; other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its services a reasonable time after receipt of a written request from Program Manager.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Program Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Program Budget, the Owner shall promptly notify the Program Manager, and in consultation with Program Manager and the Owner's other consultants and contractors, agree to corresponding changes in project scopes, features or quality.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Program except for those consultants retained by the Program Manager as listed in Section 1.3.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Program Manager and its consultants as Additional Insureds on all insurance policies where available.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

§ 5.5 Unless provided by the Program Manager, the Owner shall furnish surveys, if they exist or will obtain if Owner deems necessary in consultation with Program Manager, to describe physical characteristics, legal limitations and utility locations for the sites included within the Program, and written legal descriptions of those sites. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark at each project location.

§ 5.6 The Owner shall furnish services of third-party consultants, if any, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Program, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Program to meet the Owner's needs and interests except for those described in this Agreement that are the responsibility of the Program Manager.

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Program, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ 5.10 (paragraph deleted)

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Program. The Owner shall notify the Program Manager of any such communication that affects the Program. The Owner shall promptly notify the Program Manager of any direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the project sites and other facilities under the Owner's control and associated with the Program. The Owner shall obligate its contractors to provide the Program Manager access to the project sites wherever work is in preparation or progress.

§ 5.13 Except for the obligation of District to pay Program Manager certain fees and expenses pursuant to the terms of this Agreement, and the obligation to provide certain information under this Agreement, the District shall have no liability to Program Manager or to anyone claiming through or under Program Manager by reason of the execution or performance of this Agreement.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Program Management Information System and the Program Management Plan developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Program Management Information System and the Program Management Plan does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Program Management Information System and the Program Management Plan. The Owner shall have a right to access any of these systems to effectuate its ownership interests under the Agreement and the Program Manager shall provide a final "close out" set of documents owned by Owner under this Agreement when this Agreement ends or terminates, unless sooner required by this Agreement. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Program Management Information System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. Ownership of data obtained from or compiled, developed or contributed by the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 8 years after the date of substantial completion of the work on the project out of which the claim arises. The Owner and Program Manager waives all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 (paragraph deleted)

§ 7.1.3 In addition to the requirements of the indemnity contained in Article 11 of this Agreement, the Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees and its consultants in the performance of services under this Agreement. The Program Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 7.1.4 Program Manager and Owner hereby waives and releases the other party from any and all indirect, incidental, and/or consequential damages of any kind and nature, from any cause whatsoever, including, without limitation, the fault, breach of contract, tort (including the concurrent or sole negligence), strict liability or otherwise of Program Manager or the District, except as specifically provided in Section 8.7.

7.1.5 In the event of any dispute between Program Manager and the Owner, Program Manager shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this agreement at law or in equity, subject to the other requirements of preservation of those rights pursuant to this Agreement.

§ 7.2 Meet and Confer

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session as a condition precedent to mediation.

§ 7.2.2 The Owner and Program Manager shall endeavor to resolve claims, disputes and other matters in question during the meet and confer session. The meet and confer session shall be attended by the Owner and Program Manager or their authorized representatives who shall have the authority to bind the parties. Unless the Owner would face prejudice in relation to the timely completion of a project, the meet and confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

§ 7.2.3 If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with Section 7.3.

§ 7.3 Mediation

§ 7.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved by the meet and confer session shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.3.2 Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 7.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.3.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 7.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 7.4 Arbitration

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Owner at its sole discretion reserves the right to remove any of the Projects or any phase of any of the Projects from the Scope of Services of Program Manager contained in this Agreement. When Owner removes a Project, or phase of a Project, from the Scope of Services, the fee shall be reduced by 100 percent (100%) of the value shown in the Compensation for the Project as described on attached Exhibit A, or phase of the Project, removed from the Scope of Services. The Owner shall only be liable for undisputed fees already incurred by the Program Manager on the removed Scope of Service(s). If the Owner removes a portion of the Work, the value of which cannot be determined by reference to the Addenda for the Project, the amount of the fee reduction shall be a reasonable amount as determined by Owner.

§ 8.2 If the Owner fails to make undisputed payments when due to the Program Manager, the Program Manager may, upon thirty days' written notice to the Owner, suspend performance of services under this Agreement. In the event of a suspension of services pursuant to this subparagraph, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

If the Owner suspends the Program for a reason other than the fault of the Program Manager, the Program Manager shall be compensated for undisputed and conforming services performed prior to notice of such suspension. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the Program for more than ninety (90) consecutive days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice. The Program Manager shall not be entitled to any Reimbursable Expenses upon such termination, but shall be entitled to undisputed work actually performed up until the date of notice. Notwithstanding anything contained herein to the contrary Owner may suspend this Program by reason of the filing of an election contest relating to the 2021 bond referendum until final conclusion of said election contest litigation and Program Manager shall not have the right to terminate this Agreement by reason of such suspension.

§ 8.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for undisputed services actually performed prior to termination, together with Reimbursable Expenses then due however Program Manager must satisfy the other conditions precedent to payment described in this Agreement. In no event shall Program Manager be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental or consequential damages.

§ 8.7 If a court finds that Owner's termination of Program Manager was improper or wrongful, such termination shall be converted to a termination for convenience and Program Manager's damages and rights of recovery shall be governed thereby.

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6. Moreover, all drawings, plans, specifications, renderings and models, etc., prepared by the A/E are the property of Owner, subject to the terms and conditions of the agreement between the Owner and the A/E. They are not to be used by any person or entity other than the Owner unless expressly authorized by Owner. The Owner shall have the right to use to use the ideas and designs therein contained for the competition of the services described by this Agreement, and for the completion of the Program and all Projects or otherwise.

8.9 Termination of this Agreement shall not relieve Program Manager or Owner of liability for violations of this Agreement, any act or omission, or negligence of Program Manager or Owner, and the provisions of indemnity, warranty, liability, waivers, or assurances made in this Agreement, along with any other provisions related to liabilities and obligations of Program Manager or Owner that by their terms would extend past the termination date.

8.10 In addition to the other requirements of this Agreement, as of the date of suspension or termination of this Agreement, Program Manager shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Program Manager in connection with Program Manager's responsibilities hereunder.

8.11 In the event of termination under this Article or otherwise, Program Manager hereby consents to employment by Owner of a substitute Program Manager to complete the services under this Agreement, with the substitute Program Manager having all rights and privileges of the original Program Manager of the Project.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the jurisdiction identified below. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.4. *(Identify the jurisdiction whose laws will govern this Agreement.)*

This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Tarrant County, Texas. As a material consideration of the making of this Agreement, this agreement and the modifications to this Agreement shall not be construed against said maker of said Agreement and modifications. No provision of this Agreement shall waive any immunity or defense by the Owner.

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Program if the lender agrees to assume the Owner's rights and obligations under this Agreement or as otherwise required by the laws applicable to the Owner.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least 14 days prior to execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement or any amendments thereto.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites.

§ 9.6 The Program Manager shall have the right to include photographs of the projects in the Program among the Program Manager's promotional and professional materials, unless otherwise disallowed by the procurement and funding guidelines applicable to this Agreement. The Program Manager shall be given reasonable access to the projects to take photographs before the end of this Agreement. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Program Manager may not include any materials that would involve students or community members or be otherwise subject to FERPA. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Program.

§ 9.7 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1. All materials subject to FERPA are deemed confidential under this Agreement.

§ 9.7.1 Subject to the Texas Public Information act, if the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Program prior to one year after completion of the Program. If the Owner hires a Program Manager's employee involved with the Program prior to one year after completion of the Program, the Owner agrees to pay the Program Manager an amount as set forth below.

(Insert stipulated sum or method of calculation for the amount to be paid to the Program Manager.)

ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3 and Article 4, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

A lump sum fee per Project which will not exceed the amounts per Project described in attached Exhibit A, payable in installments upon completion of project milestones as also described in attached Exhibit A.

§ 10.2 The lump sum fee per Project is fixed regardless of any increase or decrease in the budget for or actual cost of the work of these Projects. The compensation may be adjusted by agreement of the parties on scope of work and fee if additional projects are added to the scope of services or if Additional Services described in Article 4 are requested by the Owner.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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§ 10.3 For Additional Services designated in Section 4.1, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

By negotiated agreement of the parties.

§ 10.4 For Additional Services that may arise during the course of the Program, including those under Section 4.3, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation.)

By negotiated agreement of the parties.

§ 10.5 Compensation for Additional Services of the Program Manager's consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Program Manager.

§ 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:

- .1 (deleted)
- .2 (deleted)
- .3 Fees paid for securing approval of authorities having jurisdiction over the projects;
- .4 Fees paid for testing, surveys or other data obtained at the request of the Owner;
- .5 Printing, reproductions, plots, standard form documents;
- .6 (deleted)
- .7 (deleted)
- .8 Professional photography and presentation materials requested by the Owner;
- .9 (deleted)
- .10 (deleted)
- .11 (deleted)
- .12 (deleted)
- .13 (deleted)

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants. Each Reimbursable Expense submitted shall only be considered by the Owner if accompanied by a receipt.

§ 10.6.3 (paragraph deleted)

§ 10.7 Compensation for Use of Program Manager's Proprietary Software

If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager in accordance with Section 6.3, as follows:

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Zero Dollars (\$0.00)

§ 10.8 Payments to the Program Manager

§ 10.8.1 An initial payment of Nine Hundred Ninety-Three Thousand Four Hundred Thirty-Six and No/100 Dollars (\$ 993,436.00) in three (3) installments shall be invoiced by Program Manager to Owner in accordance with the schedule described on attached Exhibit A and in the aggregate shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Unless otherwise agreed, Program Manager shall invoice Owner the proportion of the Project lump fee as upon completion of the milestones all as described on attached Exhibit A. Undisputed amounts unpaid thirty (30) days, or at such time as required by the Texas Prompt Payment Act, Tex. Gov't Code § 2251.001, et seq. after the invoice date shall bear interest at the rate entered below.
(Insert rate of monthly or annual interest agreed upon.)

As set forth in the Texas Prompt Payment Act, Tex. Gov't Code § 2251.001, et seq.

§ 10.8.3 The Owner shall be able to withhold amounts from the Program Manager's compensation as described in this Agreement or available in law and equity. Additionally, the Owner shall have the right to withhold from all payments or reimbursements, of any kind, due Program Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Program Manager or failure of Program Manager to perform Program Manager's obligations under this Agreement.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

10.8.5 All Program files pertaining to the Projects, with the exception of Program Manager's business, financial and personnel, are to be open and available to Owner for review at any time during normal working hours with a reasonable amount of notice.

10.8.6 Program Manager's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by Owner to substantiate charges related to any matters related to the Agreement (including interviews with Program Manager's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) Program Manager compliance with Agreement requirements; (ii) compliance with requirements placed on owner or Program Manager on account of funding source, local policies, or law; and (iii) compliance with provisions for pricing or claims submitted by the Program Manager or any of its payees. Owner or its designee shall be afforded access to all of the Program Manager's records pursuant to the provisions of this subsection throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

10.8.7 The acceptance by Program Manager or Program Manager's successors of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Program Manager or Program Manager's successors have or may have against District under the provisions of this Agreement except those previously made in writing and identified by Program Manager as unsettled at the time of the final request for payment.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

11.1 Pursuant to Texas Education Code Section 44.034, Program Manager must give advance written notice to Owner if an owner or operator of Program Manager has been convicted of a felony. Program Manager represents and warrants that no owner, operator, shareholder, officer or director of Program Manager has been convicted of a felony. Should it become known to Program Manager that any owner, operator, shareholder, officer or director is convicted of a felony

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while this Agreement is in effect, Program Manager will immediately notify Client of such conviction. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Program Manager hereby certifies that all employees, consultants and volunteers of the Program Manager who have continuing duties related to the contracted services; and has or will have direct contact with students have passed a national criminal history background record information review as required by those sections. Failure to comply with the provisions of this paragraph constitutes a default under this Agreement, entitling Owner to terminate this Agreement for cause.

11.2 Program Manager acknowledges that Owner, Fort Worth Independent School District ("FWISD") is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Program Manager has clearly marked as confidential and/or proprietary, FWISD shall provide the Program Manager with the notices required under the TPIA. Program Manager acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Program Manager also acknowledges to assist FWISD insofar as necessary to comply with HISD's own obligations under the TPIA.

11.3 Program Manager and its subcontractors and agents agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program and Agreement, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

11.4 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

11.5 Program Manager and its employees and agents are at all times an independent contractor and under no circumstances will Program Manager and its employees or agents be considered employees or agents of Owner.

11.6 The Program Manager accepts and agrees to all federally required contract terms of FEMA, FAR, or any other agency or statute. The Program Manager understands that said terms are fully incorporated herein. Additionally, the Program Manager acknowledges and agrees to follow said terms. The Program Manager accepts the federally required terms which are attached as an exhibit to this contract and fully incorporated herein. If that addenda is not initialed in the appropriate places, the Program Manager agrees to rectify the same immediately as if effective on the date of this Agreement or else this Agreement will be void.

11.7 PROGRAM MANAGER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ITS OFFICIALS, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS, DEPARTMENTS, VOLUNTEERS, AND ASSIGNEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FOR ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES THAT MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY, OR DAMAGES RESULTING FROM ANY OTHER CLAIM RELATING TO PROGRAM MANAGER'S OBLIGATIONS OR PERFORMANCE UNDER THIS AGREEMENT. THIS HOLD HARMLESS AND INDEMNIFICATION CLAUSE SURVIVES THIS AGREEMENT AND EXTENDS TO ALL ASSIGNS, SUCCESSORS, AND HEIRS.

11.8 By entering into this Agreement, pursuant to Texas Government Code 552, Subchapter J, the Program Manager agrees that if the Owner receives a written request for public information related to this Agreement that is in the possession or custody of the Program Manager and not in the possession or custody of the Owner, the Owner shall

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send, not later than the third business day after the date the Owner receives the written request, a written request to the Program Manager that Program Manager provide that information to the Owner.

11.9 Program Manager agrees that it shall:

- .1 Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement;
- .2 Promptly, within seven business days, provide to the Owner any requested contracting information that is in the custody or possession of the Program Manager upon request of the Owner; and,
- .3 On completion of the Agreement, either:
 - .1 Provide to the Owner at no cost all contracting information related to the Agreement that is in the custody or possession of the Program Manager; or
 - .2 Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.
 - .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Program Manager agrees that the contract can be terminated if the Program Manager knowingly or intentionally fails to comply with the requirements of that subchapter.
 - .4 Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.
 - .5 If the Program Manager fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Program Manager in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Agreement if the Program Manager fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

11.10 The Program Manager verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

11.11 Pursuant to Texas Government Code Chapter 2270, the Program Manager represents and warrants to the Owner that the Program Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.

11.12 Program Manager verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Program Manager has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.

11.13 The Program Manager represents and warrants to the Owner that the Program Manager does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

11.14 The Program Manager represents and warrants to the Owner that the Program Manager does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

11.15 Terms in this Agreement shall have the meaning consistent with those terms found in the standard and unmodified AIA Documents A201-2017, General Conditions of Contract for Construction.

11.16.1 Criminal History Checks

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Program Manager shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Program Manager is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Program Manager will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Program Manager will provide written certification to the Owner that Program Manager has complied with the statutory requirements as of that date. Upon request by Owner, Program Manager will provide, in writing; updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Program Manager shall assume all expenses associated with obtaining criminal history record information.

11.16.2 Program Manager will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Program Manager receives information that a covered employee has a reported disqualifying criminal history, then Program Manager will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Program Manager agrees to discontinue using that covered employee to provide services on Owner's Project. If Program Manager has taken precautions or imposed conditions to ensure that the employees of Program Manager and any subcontractor will not become covered employees, Program Manager will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

11.16.3 For the purposes of this Section 11.16, "covered employees" means employees, agents, or applicants of Program Manager who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

11.16.4 Subcontractors or any subcontractor entity, as defined by Texas Education Code Section 22.08341(a)(3), shall be required by the terms of their contract with Program Manager or any other contracting entity (as defined in Texas Education Code Section 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

11.16.5 On request of Owner, Program Manager shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Program Manager and all subcontractors. Program Manager shall update this list on Owner's request.

11.16.6 In addition, Program Manager will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Program Manager, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Program Manager shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

11.17 The undersigned representatives of Program Manager represent that: (i) Procedeo Group JV is a joint venture comprised of the following venturers CORE Construction Services of Texas, Inc., a Texas corporation, Foster CM Group, Inc., a Texas corporation, Orcutt Winslow, LLP, an Arizona limited liability limited partnership, and McKissack & McKissack of Washington, Inc., a Maryland corporation (ii) the undersigned have the authority to bind the joint venture and the stated venturer and (iii) the liabilities and obligations of the venturers arising from this Agreement and the services performed as described herein shall be joint and several liabilities and obligations.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C171™–2013, Standard Form Agreement Between Owner and Program Manager
- .2 deleted

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – List of Projects and Fee Distribution Schedule

This Agreement is entered into as of the day and year first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

PROCEDEO GROUP, JV by and through its Joint Venture Executive Committee

OWNER *(Signature)*

Dr. Kent Paredes Scribner, Superintendent
(Printed name and title)

PROGRAM MANAGER *(Signature)*

(Printed name and title)

CORE Construction Services, Inc.

Barry Brock, Representative of CORE
Construction Services, Inc.

Foster CM Group, Inc.

Paul Foster, Representative of Foster CM
Group, Inc.

Orcutt Winslow, LLLP

Vispi Karanjia, Representative of Orcutt
Winslow, LLLP

McKissack & McKissack of Washington, Inc.

Christine Merdon, Representative of
McKissack & McKissack of Washington, Inc.



EXHIBIT A

Fee Distribution Schedule



Initial Monthly Payment Schedule	
December	200,106.00
January	396,665.00
February	396,665.00
Total	993,436.00

Cash Flow/Payment of Fee
Total OR Milestone Fee less Initial Payment Totaling \$48,966,564.00

Projects	2021 Bond Proposition A "All In Amounts"	Total OR Fee	Initial Payment Schedule by Project	Total OR Milestone Fee less Initial Payment	Total OR Milestone Fee less Initial Payment Totaling \$48,966,564.00												
					Project Initiation	Architect Selection	Predesign / Scope to Budget	Schematic Design	Design Dev	50% Construct Docs	100% Construct Docs	Bid Advertise	Bid Board Approval	Construct Admin	GC Closeout	Architect Closeout	OR Closeout
					6%	2%	7%	5%	5%	5%	5%	4%	3%	51%	4%	2%	1%
Westpark Relief ES	59,364,479.00	2,446,529.00	48,648.00	2,397,881.00	143,873.00	47,958.00	167,852.00	119,894.00	119,894.00	119,894.00	119,894.00	95,915.00	71,936.00	1,222,919.00	95,915.00	47,958.00	23,979.00
Daggett MS	34,842,038.00	1,437,141.00	28,577.00	1,408,564.00	84,514.00	28,171.00	98,599.00	70,428.00	70,428.00	70,428.00	70,428.00	56,343.00	42,257.00	718,368.00	56,343.00	28,171.00	14,086.00
JP Elder MS	51,435,824.00	2,123,823.00	42,231.00	2,081,592.00	124,896.00	41,632.00	145,711.00	104,080.00	104,080.00	104,080.00	104,080.00	83,264.00	62,448.00	1,061,612.00	83,264.00	41,632.00	20,813.00
Forrest Oaks MS	55,126,910.00	2,274,485.00	45,227.00	2,229,258.00	133,755.00	44,585.00	156,048.00	111,463.00	111,463.00	111,463.00	111,463.00	89,170.00	66,878.00	1,136,922.00	89,170.00	44,585.00	22,293.00
William James MS	53,453,136.00	2,205,549.00	43,857.00	2,161,692.00	129,702.00	43,234.00	151,318.00	108,085.00	108,085.00	108,085.00	108,085.00	86,468.00	64,851.00	1,102,463.00	86,468.00	43,234.00	21,614.00
Kirkpatrick MS	39,238,446.00	1,618,581.00	32,185.00	1,586,396.00	95,184.00	31,728.00	111,048.00	79,320.00	79,320.00	79,320.00	79,320.00	63,456.00	47,592.00	809,062.00	63,456.00	31,728.00	15,862.00
McLean MS	46,909,378.00	1,935,700.00	38,491.00	1,897,209.00	113,833.00	37,944.00	132,805.00	94,860.00	94,860.00	94,860.00	94,860.00	75,888.00	56,916.00	967,577.00	75,888.00	37,944.00	18,974.00
WA Meacham MS	51,880,657.00	2,141,500.00	42,583.00	2,098,917.00	125,935.00	41,978.00	146,924.00	104,946.00	104,946.00	104,946.00	104,946.00	83,957.00	62,968.00	1,070,448.00	83,957.00	41,978.00	20,988.00
Meadowbrook MS	48,860,151.00	2,016,982.00	40,107.00	1,976,875.00	118,613.00	39,538.00	138,381.00	98,844.00	98,844.00	98,844.00	98,844.00	79,075.00	59,306.00	1,008,206.00	79,075.00	39,538.00	19,767.00
William Monning MS	45,545,107.00	1,880,248.00	37,388.00	1,842,860.00	110,572.00	36,857.00	129,000.00	92,143.00	92,143.00	92,143.00	92,143.00	73,714.00	55,286.00	939,859.00	73,714.00	36,857.00	18,429.00
Morningside MS	55,791,104.00	2,303,068.00	45,796.00	2,257,272.00	135,436.00	45,145.00	158,009.00	112,864.00	112,864.00	112,864.00	112,864.00	90,291.00	67,718.00	1,151,209.00	90,291.00	45,145.00	22,572.00
Riverside MS	48,746,519.00	2,012,210.00	40,012.00	1,972,198.00	118,332.00	39,444.00	138,054.00	98,610.00	98,610.00	98,610.00	98,610.00	78,888.00	59,166.00	1,005,821.00	78,888.00	39,444.00	19,721.00
Rosemont MS	70,511,538.00	2,910,981.00	57,884.00	2,853,097.00	171,186.00	57,062.00	199,717.00	142,655.00	142,655.00	142,655.00	142,655.00	114,124.00	85,593.00	1,455,079.00	114,124.00	57,062.00	28,530.00
WC Stripling MS	60,942,462.00	2,515,729.00	50,024.00	2,465,705.00	147,942.00	49,314.00	172,599.00	123,285.00	123,285.00	123,285.00	123,285.00	98,628.00	73,971.00	1,257,510.00	98,628.00	49,314.00	24,659.00
J Martin Jacquet MS	44,415,541.00	1,833,356.00	36,456.00	1,796,900.00	107,814.00	35,938.00	125,783.00	89,845.00	89,845.00	89,845.00	89,845.00	71,876.00	53,907.00	916,419.00	71,876.00	35,938.00	17,969.00
Wedgewood MS	62,213,434.00	2,568,522.00	51,074.00	2,517,448.00	151,047.00	50,349.00	176,221.00	125,872.00	125,872.00	125,872.00	125,872.00	100,698.00	75,523.00	1,283,898.00	100,698.00	50,349.00	25,177.00
Leonard MS	50,664,762.00	2,091,660.00	41,592.00	2,050,068.00	123,004.00	41,001.00	143,505.00	102,503.00	102,503.00	102,503.00	102,503.00	82,003.00	61,502.00	1,045,535.00	82,003.00	41,001.00	20,502.00
Como Montessori MS	41,935,915.00	1,730,834.00	34,417.00	1,696,417.00	101,785.00	33,928.00	118,749.00	84,821.00	84,821.00	84,821.00	84,821.00	67,857.00	50,893.00	865,173.00	67,857.00	33,928.00	16,963.00
Rosemont 6th Grade Center	39,076,858.00	1,612,653.00	32,067.00	1,580,586.00	94,835.00	31,612.00	110,641.00	79,029.00	79,029.00	79,029.00	79,029.00	63,223.00	47,418.00	806,099.00	63,223.00	31,612.00	15,807.00
McLean 6th Grade Center	27,382,126.00	1,129,794.00	22,466.00	1,107,328.00	66,440.00	22,147.00	77,513.00	55,366.00	55,366.00	55,366.00	55,366.00	44,293.00	33,220.00	564,737.00	44,293.00	22,147.00	11,074.00
Jean McClung MS	28,987,539.00	1,196,104.00	23,784.00	1,172,320.00	70,339.00	23,446.00	82,062.00	58,616.00	58,616.00	58,616.00	58,616.00	46,893.00	35,170.00	597,883.00	46,893.00	23,446.00	11,724.00
ES Replacement Campus #1	44,733,186.00	1,841,363.00	36,615.00	1,804,748.00	108,285.00	36,095.00	126,332.00	90,237.00	90,237.00	90,237.00	90,237.00	72,190.00	54,142.00	920,421.00	72,190.00	36,095.00	18,050.00
ES Replacement Campus #2	44,733,186.00	1,841,363.00	36,615.00	1,804,748.00	108,285.00	36,095.00	126,332.00	90,237.00	90,237.00	90,237.00	90,237.00	72,190.00	54,142.00	920,421.00	72,190.00	36,095.00	18,050.00
ES Replacement Campus #3	44,733,187.00	1,841,363.00	36,615.00	1,804,748.00	108,285.00	36,095.00	126,332.00	90,237.00	90,237.00	90,237.00	90,237.00	72,190.00	54,142.00	920,421.00	72,190.00	36,095.00	18,050.00
Early Childhood	13,798,232.00	566,946.00	11,274.00	555,672.00	33,340.00	11,113.00	38,897.00	27,784.00	27,784.00	27,784.00	27,784.00	22,227.00	16,670.00	283,393.00	22,227.00	11,113.00	5,556.00
YWLA	19,494,924.00	801,631.00	15,940.00	785,691.00	47,141.00	15,714.00	54,998.00	39,285.00	39,285.00	39,285.00	39,285.00	31,428.00	23,571.00	400,702.00	31,428.00	15,714.00	7,855.00
Property	26,375,000.00	1,081,885.00	21,511.00	1,060,374.00	63,622.00	21,207.00	74,226.00	53,019.00	53,019.00	53,019.00	53,019.00	42,415.00	31,811.00	540,791.00	42,415.00	21,207.00	10,604.00
TOTAL	1,211,191,639.00	49,960,000.00	993,436.00	48,966,564.00	2,937,995.00	979,330.00	3,427,656.00	2,448,328.00	2,448,328.00	2,448,328.00	2,448,328.00	1,958,664.00	1,468,997.00	24,972,948.00	1,958,664.00	979,330.00	489,668.00

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 December 10, 2021 at 12:00 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**