

*Board of Education
Regular Meeting
October 26, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, October 26, 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, October 25, 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. Principal Appreciation Month
 - B. Naming the Tanglewood Elementary Auditorium the Alex Williams Jr. Auditorium
 - C. Naming the Scarborough Field Locker Room the Mike Stewart Locker Room
4. PUBLIC COMMENT (*S and T*)

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

- A. Public Hearing to Discuss the District's 2021 Financial Accountability Rating (School FIRST)
- B. Public Comment to Discuss the District's 2021 Financial Accountability Rating (School FIRST)

6. CLOSE PUBLIC HEARING (*OTHER*)

7. REPORTS/PRESENTATIONS

- A. 2017 Citizens' Oversight Committee Report (*OTHER*)

8. LONE STAR GOVERNANCE

- A. Goal Progress Measure Update - Goal 1 (*V and G*)

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

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	6
1. September 28, 2021 - Regular Minutes	8
2. October 12, 2021 - Special Minutes	20
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 Replacements	24
2. Approve Purchase of an Online Assessment Tool	40
3. Approve Purchase of Five (5) Vans for Gifted and Talented Mobile Workshops	43
4. Approve Purchase of Unifying Assessment Tool for Instrumental Music	48
5. Approve Purchase of Mowing Equipment for District - Wide Use	53
6. Approve Purchase of Learning Systems Software Renewal	59

7. Approve Purchase of Consulting Services for the Perkins Reserve Grant	66
8. Approve Renewal of Online Registration System	68
9. Approve Renewal of Document Management and E-Forms Licenses	74
10. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary for the School Year 2021-2022	79
11. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at DeZavala Elementary, Greenbriar Elementary, and Daggett Middle School for the School Year 2021-2022	88
12. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services for the School Year 2021-2022	94
C. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Regarding a Local Remote Learning Program	114
D. Approve Addendum to the Consultant Service Contract for Additional Web-Based Programs to Support Learning Loss and Reinforce Skills Learned	119
E. Approve Purchase of Additional Licenses for Training Management System	124
F. Approve Workability Program for Special Education Students	130
G. Approve Appraisers for the Texas Teacher Evaluation and Support System (T-TESS) Appraisal System Certified Since September 17, 2021	139
H. Approve 2021-2022 Campus Improvement Plans (CIP)	161
I. Approve Minutes from the September 7, 2021 and September 22, 2021 Board Policy Committee Meetings	163
J. Approve Second Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL), and FP(LOCAL)	169
K. Approve Budget Amendment for the Period Ended on September 30, 2021	184
L. Approve Annual Report on Cooperative Fees Paid by Fort Worth Independent School District	188
M. Approve 2022-2023 Budget Development Calendar	191
N. Approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute a Contract	194
O. Approve Naming the Tanglewood Elementary Auditorium the Alex Williams Jr. Auditorium	197
P. Approve Naming the Scarborough Field Locker Room the Mike Stewart Locker Room	199

Q. Approve Authorization for Superintendent, or Designee, to Qualify and Rank Firm and to Negotiate Terms and Conditions of a Contract to Provide Owner's Representative Services for the 2021 Capital Improvement Program

201

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

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. Executive Director, External and Emergency Communications
 - 2. Executive Director, Health Services and District Well-Being
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

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

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

15. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director, External and Emergency Communications
 - 2. Executive Director, Health Services and District Well-Being

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

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

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

D. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

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

18. ADJOURN (*OTHER*)

Lone Star Governance Time Use Tracker

(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
October 26, 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 September 28, 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 September 28, 2021, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 05:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on September 24, 2021, at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 28, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 24, 2021, at the Administration Building 100 North University Drive, Fort Worth, Texas, and at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas, as required by the Texas Government Code Section 551.001 et seq.

Given under my hand on September 24, 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
Second Vice President Daphne Brookins, District 4
Board Secretary, CJ Evans, District 5
Trustee Jacinto Ramos, Jr. District 1 (Arrived at 6:06 p.m.)
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9 (Arrived at 5:38 p.m.)

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 Talent Officer
David Saenz, Chief of Innovation
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Vicki Burris, Chief of Capital Improvement Program
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management
Marcey Sorensen, Chief Academic Officer

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

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

2. PLEDGES

Barbara Griffith led the pledges.

3. PUBLIC COMMENT

Speakers:

Dr. Shirley Lightfoot - Fort Worth
Lajon Pennix - Fort Worth
Felice Stanley - Fort Worth
April Dietrich - Fort Worth
Norman Quigley - Fort Worth
Jennifer Crossland - Fort Worth
Hamidullah Shakir - Fort Worth
Angie Blake - Fort Worth
Coree Shipley - Fort Worth
Angel Martinez - Fort Worth
Donna Marx - Fort Worth
Christi Cantu Wilson - Fort Worth
Carol Guarnieri - Fort Worth
Michael Shedd - Fort Worth
Heather Smith - Fort Worth
Gwendolyn Hardy - Fort Worth
Jay Swint - Fort Worth
Kerri Rehmeyer - Fort Worth
Hollie Plemons - Fort Worth
Mike Cee - Fort Worth
Katherine Hagood - Fort Worth
Joe Palmer - Fort Worth
Shelley Ames - Fort Worth

4. RECOGNITIONS

A. Hispanic Heritage Month

The Board recognized Hispanic Heritage Month.

B. Deaf Awareness Month

Anne Darr gave this recognition.

C. Honoring Jacinto Ramos, Jr.

Jacinto Ramos, Jr. was recognized and gave remarks.

5. REPORTS/PRESENTATIONS

A. Talent Management: People. Process. Purpose.

Chief Talent Officer, Raúl Peña, gave this presentation. Raul recognized several individuals from the Plumbing Shop for their years of dedication to the District.

6. DISCUSSION OF CONSENT AGENDA ITEMS

CJ Evans asked a question on Consent Agenda 7.O. *Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resources Planning System.*

Daphne Brookins mentioned she will be abstaining from voting on Consent Agenda 7.K. *Approve Workforce Solutions of Tarrant County Contract for the 2021-2022 Adult Education Program* due to employment.

Anne Darr had a question on Consent Agenda Item 7.B.3. *Approve Ratification of Purchase of Advertising on Trinity Metro Transportation in Support of the Human Trafficking Youth Prevention Education Grant.*


7. CONSENT AGENDA ITEMS (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. August 24, 2021 - Regular Minutes
2. August 26, 2021 - Special Minutes
3. September 14, 2021 - Workshop Minutes

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


1. Ratify Emergency Purchase of Boilers for J.P. Elder and Riverside Middle Schools in Accordance with Board Policy CH(LOCAL)

 Emergency Purchase of Boilers

2. Ratify Purchase of Student Internet Connectivity (Hotspots) Lines

 Hotspots


3. Approve Ratification of Purchase of Advertising on Trinity Metro Transportation in Support of the Human Trafficking Youth Prevention Education Grant

 Trinity Metro


4. Approve Ratification of the Consultant Service Contract for Professional and Consulting Services for Special Projects

 Consultant Service Contract

5. Approve Superintendent, or Designee, to Negotiate and Enter into a Contract Change Order with the General Contractor for the Remodel of the District's Warehouse at 4200 Lubbock Avenue, Fort Worth, Texas

 Lubbock Warehouse


6. Approve Purchase of Cabling, Interactive Smartboards and Carpet Replacement for the District's Facility Located at 215 N.E. 14th Street, Fort Worth, Texas

 District's Facility Located at 215 N.E. 14th Street

7. Approve Purchase of Interactive Flat Panels and Services for Classroom Additions and Renovations

 Interactive Flat Panels and Services

8. Approve Purchase of Support for Virtual Server Environment

 Virtual Server Environment

9. Approve Purchase of Windows Virtual Desktop Support Services for Career and Technology Education (CTE)

 Virtual Desktop Support Services


10. Approve Purchase of Student Laptops and Services for I.M. Terrell Academy

 Student Laptops and Services


11. Approve Purchase of Disaster Recovery Managed Services







 Disaster Recovery Managed Services


12. Approve Purchase of Technology Service Management System

 Technology Service Management System

13. Approve Purchase of Implementation for Services Management System

 Implementation Services ¹²


14. Approve Purchase of Support Services for Learning Management System
 Support Services for Learning
15. Approve Purchase of Mowing Equipment for District - Wide Usage
 Mowing Equipment for District
16. Approve Vendors for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022-2024 School Years
 Case Management Wraparound Services
17. Approve Annual Time and Attendance Software Hosting
 Attendance Software Hosting
18. Approve Annual Maintenance Renewal for Timekeeping Management Software and Clock Repair Program
 Maintenance Renewal for Timekeeping
19. Approve Maintenance and Support Agreement for Network Hardware
 Maintenance and Support Agreement
20. Approve 2021-2022 University Interscholastic League (UIL) Membership Fees
 Membership Fees
21. Approve Character and Leadership Development Social Emotional Learning Program for Student-Athletes
 Leadership Development
22. Approve Renewal of Subscription Online Information Databases
 Online Information Databases
23. Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year
 Region 11 Telecommunication Network
24. Approve Memorandum of Understanding with Region 11 to Provide Professional Development

 Region 11 Profession Development

25. Approve Memorandum of Understanding with the City of Fort Worth for School Resource Officers for the 2021-2022 School Year

 School Resource Officers


26. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Credentials for Fort Worth Independent School District Dual Credit Teachers to Teach College-Level Courses in the Liberal Arts

 TCU


27. Approve Memorandum of Agreement with Tarrant County Juvenile Services to Operate the Lynn W. Ross Juvenile Detention Center

 Lynn W. Ross Juvenile Detention


- C. Approve Memorandum of Agreement with My Health My Resources (MHMR) of Tarrant County - Tarrant Youth Recovery Campus

 My Health My Resources

- D. Approve Memorandum of Agreement with the Texas Juvenile Justice Department - Willoughby House

 Willoughby House

- E. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum

 Dallas Holocaust and Human Rights Museum

- F. Approve Memorandum of Understanding with U.S. Prep to Expand the Development and Implementation of Teacher Pipeline Programs with Local University Based Programs

 U.S. Prep


- G. Approve Memorandum of Understanding with TEXO Association for High School Students to Test On-Site and Receive National Center for Construction Education and Research (NCCER) Credentials

 TEXO


- H. Approve Partnership Agreement with Alcon Foundation to Operate a School-Based Children's Eye Care Center at the Western Hills Family Resource Center

 Alcon Foundation


- I. Approve Affiliation Agreement with Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience

 Athletic Training Students Field

- J. Approve Affiliation Agreement in Support of the Texas Woman's University and the University of North Texas Joint Master of Social Work Program

 Affiliation Agreement - Social Work Program


- K. Approve Workforce Solutions of Tarrant County Contract for the 2021-2022 Adult Education Program

 Adult Education Program


- L. Approve Resolution to Proclaim September 27 Through October 1, 2021, as "The Future is Bright: A Week of Suicide Prevention"

 Suicide Prevention

- M. Approve Resolution of the Fort Worth Independent School District Board of Trustees to Initiate the Process of Designation of a District of Innovation Under House Bill (HB) 1842

 District of Innovation


- N. Approve Application for the Waiver of the 2021-2022 Request for Maximum Class Size Exception

 Maximum Class Size Exception


- O. Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resources Planning System


 Munis


- P. Approve Panorama to Monitor and Support Social-Emotional Learning and Engagement


 Panorama


- Q. Approve Grade 7 Reading Diagnostic Instrument Waiver with the Texas Education Agency (TEA)


 Reading Diagnostic Instrument


- R. Approve Lone Star Governance Quarterly Board Progress Tracker
 Lone Star Governance Quarterly


- S. Approve 2021-2022 Student Code of Conduct
 Student Code of Conduct

- T. Approve Budget Amendment for the Period Ended August 31, 2021 and Operational Transfer
 Budget Amendment

- U. Approve First Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL) and FP(LOCAL)
 First Reading-Revisions

- V. Approve Additional Spending Authority for JOC HAZMAT Abatement Services for Job No. 016-212 at O.D. Wyatt High School in Conjunction with the 2017 Capital Improvement Program
 Additional Spending - O.D. Wyatt High School

- W. Approve Closeout Contract with SDB Contracting Services for BID Package 004 (CSP #20-008) and Authorization of Final Payment in the 2013 Capital Improvement Program
 Closeout Contract with SDB Contracting Services

- X. Approve Ratification Purchase and Installation of Cabling for Job No. 004-201 at Diamond Hill-Jarvis High School in Conjunction with the 2017 Capital Improvement Program
 Ratification Purchase

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

The meeting was recessed at 7:04 p.m. to move into Executive Session.

9. EXECUTIVE SESSION 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,¹⁶ 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. Tarrant Appraisal District (TAD) Appointments to Board of Directors 2022-2023
2. Superintendent's Evaluation

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 11:05 p.m.

11. ACCEPT CONSENT AGENDA ITEMS

Motion was made by Michael Ryan, seconded by Anael Luebanos, to approve Accept Consent Agenda Items WITH THE EXCEPTION OF CONSENT AGENDA ITEM 7.B.15. *Approve Purchase of Mowing Equipment for District - Wide Usage.*

The motion was unanimously approved.

Anne Darr abstained from voting on the following Consent Agenda Items 7.B.23. *Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year* and 7.B.24. *Approve Memorandum of Understanding with Region 11 to Provide Professional Development* due to employment.

Roxanne Martinez abstained from voting on Consent Agenda Item 7.B.16. *Approve Vendors for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022-2024 School Years* due to conflict of interest.

Daphne Brookins abstained from voting on Consent Agenda Item 7.K. *Approve Workforce Solutions of Tarrant County Contract for the 2021-2022 Adult Education Program* due to employment.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

Consent Agenda Item 7.B.15. *Approve Purchase of Mowing Equipment for District - Wide Usage* was removed.

B. Personnel

No action was taken on this item.

13. ACTION AGENDA ITEMS

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

No action was taken on this item.

- B. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Quinton Phillips, seconded by CJ Evans, to approve Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

- C. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing a One-Time Employee Stipend for Documenting Full Vaccination Status

 One-Time Employee Stipend

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing a One-Time Employee Stipend for Documenting Full Vaccination Status.

Roxanne Martinez commented she will be abstaining from voting on this action item.

The motion was approved.

Yes: Jacinto Ramos Jr., Tobi Jackson, Quinton Phillips, Daphne Brookins, Anne Darr, and Michael Ryan.

No: CJ Evans.

Abstain: Roxanne Martinez and Anael Luebanos.

- D. Superintendent's Evaluation

Motion was made by Jacinto Ramos, Jr., seconded by Anne Darr, to approve Superintendent's Evaluation.

The motion was unanimously approved.

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

Tobi Jackson made a comment.

15. ADJOURN

The meeting was adjourned at 11:14 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 October 12, 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 October 12, 2021, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 05:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 7, 2021, at 3:00 p.m.

/s/ Christian Alvarado
Executive Secretary
Board of Education

RETURN OF THE MEETING OCTOBER 12, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 7, 2021, at the Administration Building 100 North University Drive, Fort Worth, Texas, and at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas, as required by the Texas Government Code Section 551.001 et seq.

Given under my hand on October 7, 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
Second Vice President Daphne Brookins, District 4
Board Secretary, CJ Evans, District 5
Trustee Jacinto Ramos, Jr., District 1
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

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

President Jackson called the special meeting²¹ to order at 5:30 p.m.

2. PUBLIC COMMENT (S and T)

Speakers:

Joe Palmer - Fort Worth

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

The special meeting was recessed at 5:37 p.m. to move into Executive Session.

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

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

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

1. Deliberation on Nominating a Candidate to the Tarrant Appraisal District Board of Directors

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 5:50 p.m.

6. ACTION AGENDA ITEMS (S and P)

A. Approve Resolution to Nominate a Candidate Regarding the Tarrant Appraisal District Board of Directors

The Board nominated Joseph Ralph Martinez as candidate to the TAD Board of Directors. Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Resolution to Nominate a Candidate Regarding the Tarrant Appraisal District Board of Directors.

The motion was unanimously approved.

 Resolution

7. DISCUSSION ON LONE STAR GOVERNANCE FRAMEWORK

The Board transitioned to the Board Conference Room in preparation for the Lone Star Governance Developing Board Constraints.

A. Developing Board Constraints (V and G)

The Board participated in the developing board constraints via Zoom.

8. ADJOURN (OTHER)

The special meeting was adjourned at 7:23 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
October 26, 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 needed to replace fire alarm systems at Manuel Jara Elementary, Lowery Road Elementary, and David K. Sellars Elementary. The fire alarm systems have failed and are out of warranty, resulting in interruption of service. This request includes equipment, materials, and installation services for a complete fire safety system replacement at these campuses.

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

VATRE	199-51-6299-810-114-99-427-000000.....	\$144,640
	199-51-6299-810-219-99-427-000000.....	\$125,017
	199-51-6299-810-186-99-427-000000.....	\$139,677

COST:

\$409,334

VENDOR:

Communications Concepts - \$139,677
Firetrol Protection Systems, Inc. - \$269,657

PURCHASING MECHANISM

Interlocal Agreement

Communication Concepts

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.

Firetrol Protection Systems, Inc.

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract No. DIR-CPO-4501. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Manuel Jara Elementary
David K. Sellars Elementary
Lowery Road Elementary

RATIONALE:

This purchase provides the required fire safety equipment at these campuses.

INFORMATION SOURCE:

Marlon Shears

MX Holdings US,

FWISD #114 Manuel Jara Elementary School Fire Alarm System Upgrade

Proposal to Provide and Install an Addressable Fire Alarm / Voice Evacuation System



FIRETROL
Protection Systems

One Source *Fire* ^{and} *Security* Solutions



September 2, 2021

Fort Worth Independent School District
100 N University Drive, Suite 300
Fort Worth, Texas 76107
Attn: Randy Loftin

Project: FWISD #114 Manuel Jara Elementary School Fire Alarm Upgrade
2100 Lincoln Avenue
Fort Worth, Texas 76106
Proposal #43-21104

Firetrol Protection Systems, Inc. (“Firetrol”) proposes the following scope of work:

Firetrol is to provide the labor, design documents, submittals, permits and testing with the fire marshal as necessary for the installation of a fire alarm / voice evacuation system that is required for a 1-story (E Occupancy) building. An addressable fire alarm / voice evacuation system will be installed to replace the existing fire alarm system. This proposal is based on the site walk that was performed on September 2, 2021 with Randy Loftin.

SUBJECT TO THE “ADDITIONAL TERMS AND CONDITIONS” set forth hereinafter, Firetrol agrees to sell and provide, and Purchaser agrees to buy the materials and services necessary for performance of the above-described Work for the sum of:

Fire Alarm System Upgrade
\$144,640.00
(Pricing includes sales or use tax, if applicable)

CLARIFICATIONS

1. Proposal is valid for 90-days.
2. Payment terms are net 30-days.
3. Pricing does not include sales or use tax, if applicable.
4. This proposal is based on a one-on-one replacement of existing fire alarm devices with Silent Knight and System Sensor devices. Any additional devices that may be required to bring the system up to today’s building, fire and safety codes will require additional monies.
5. ***This proposal includes the addition of System Sensor CO1224TR Carbon Monoxide Detectors with the required SK-Monitor Module for each of the classrooms.***
6. CAD files are to be provided by the owner or the owner’s agent at no cost to Firetrol.
7. Any changes or additions to the original design will require additional monies.
8. Dedicated 120vac power to the fire alarm panel, dampers, power supplies, doors of any kind, or drop downs are to be provided by the Electrical Contractor.
9. All fire alarm cable wiring shall be “free air” (by codes and standards).
10. This proposal is only valid upon the approval of a Silent Knight 6820EVS fire alarm system by the owner’s agent, general contractor, or the engineer on record.
11. Firetrol will not be responsible for any additional equipment that the Local AHJ may ask for at any time that is not part of the original contract.
12. Design will be submitted to the AHJ for approval after receipt of signed Firetrol proposal or contract.
13. Expected approval from the AHJ is four (4) weeks after the date of submittal to the city.
14. Fire Alarm Communicator will be provided by FWISD as necessary.
15. Work to be completed per construction schedule agreed upon by both parties after receipt of approval from the AHJ.
16. ***Be advised that there is an above average lead times for materials. This is mainly due to delays in product manufacturing and in shipping.***

ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT

- Includes submittals for permit, calculations, as-built drawings.
- ***Includes the demolition and removal of the existing fire alarm system(s).***
- Includes lift / scaffold rentals as necessary.
- Includes inspections & testing.
- Includes City fees, permit fees, plan review fees.
- Includes Warranty of 1-year. Only New Materials are covered under Warranty.
- Includes software support for one year.





ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT

- Excludes any fire watch on premises during construction phase(s). This service is available at a negotiated rate and per separate contract as needed.
- Excludes any provision of or the installation of any security, HVAC, or fire door equipment.
- Owner is to provide the coordination and cover the cost of all third party engagements. Example: HVAC Contractors, Electrical Contractors, Elevator Contractors, etc.
- ***Excludes the provision and installation of components including, but not limited to HVAC shutdown, EPO devices, sound systems, security doors, magnetic locked doors, existing fire panels, power supplies, stairwell pressurization devices, or smoke control devices and/or the smoke control panel. These devices are to be provided and installed by others. Firetrol will make the necessary connection of these devices to the fire alarm system as required by code.***
- Excludes the provision or the connection to any phone line(s), internet or intranet systems or services.
- Excludes the provision or installation of any firefighter phones/jacks, signal repeaters and/or communication networks.
- ***Excludes the provision or installation of DAS/BDA and Area of Rescue systems.***
- Excludes the provision or installation of any fire dampers, fire smoke dampers or damper closure relays. These items are to be provided and installed by others.
- Excludes the provision, installation and the powering of duct smoke detectors and shutdown relays for smoke or fire/smoke dampers. To be provided, installed and powered by others.
- ***Excludes all trench work, fire putty pads, sleeving, concrete, coring, wall penetrations, ceiling work, fire caulking, painting, sanding, patching or sealing of a room. These items shall be the responsibility of the general contractor.***
- Excludes underground piping, fiber, conduit or pathways to be completed by others.
- Excludes relays, equipment, or installation of all building automation/control systems.
- Excludes Isolation modules.
- Excludes graphical workstations.
- Excludes printers.
- Excludes any provision of or the installation or the monitoring of any required Knox-Box.
- Excludes the monitoring of the fire alarm system. Firetrol, if requested by the general contractor or the owner's agent, can provide this service for an additional fee. The majority of AHJs require that this service is in place prior to the final inspection being scheduled and performed.
- Excludes Building Information Modeling (BIM) Coordination and Modeling.
- Excludes Liguידated Damages.
- Excludes performance and payment bonds.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or concerns, please do not hesitate to contact me directly.

Authorized Signature: *Chris Shuman*

Chris Shuman – A&D Contract & Services
Texas APS-2043126
C: (214) 325-6613
O: (817) 740-1801
Email: cshuman@firetrol.net



I agree to the above scope of work, specifications, pricing, and terms and authorize Firetrol Protection Systems to complete the work as specified. I affirm that I am an authorized representative of the above company and have authority to sign this agreement.

Accepted By:

Signature

Date

Purchase Order #

Name (Please Print)

Title

CONFIDENTIALITY STATEMENT

This proposal contains information that is confidential pertaining to Firetrol Protection and FPI Builders. It shall neither be duplicated nor disclosed to any person or persons outside of the respective companies without prior written consent and such information shall be permitted to become known only to such employees of the bidder and the purchaser as shall be deemed necessary to make an evaluation of the proposal and any agreement which may result therefrom.



FORT WORTH ISD
DAVID K. SELLARS ELEMENTARY SCHOOL
4200 DORSEY STREET
FORT WORTH, TEXAS 76119

September 2, 2021
6 Pages

Re: DAVID K. SELLARS ELEMENTARY SCHOOL – FIRE ALARM SYSTEM REPLACEMENT

On behalf of Communication Concepts, I would like to thank you for allowing our people the opportunity to serve you. We do not take these opportunities lightly but realize that we must continue to earn and re-earn your business each day.

We have taken the time to clarify each work segment for what we understand and interpret to be your expectations, the capabilities of the solutions we are proposing, and finally what is required to implement this project in a professional manner. We place tremendous importance on defining a complete and clearly defined scope of work, as this empowers our Operations Team to meet, and hopefully exceed, your expectations.

Furthermore, the team players at Communication Concepts understand how very important it is for your staff to thoroughly understand how to efficiently utilize and operate your systems. We also recognize you have employees who move from spot to spot. That is why Communication Concepts offers the following ***“Promise of Support”*** for our customers:

“We pledge to provide virtually unlimited ongoing end-user training for any system that we provide, install and service, for the life of that system, at no additional charge.”

Therefore, we respectfully submit this proposal and look forward to the prospect of working with you. If you have any questions, please do not hesitate to call.

Best Regards,

Lorrie Alvarado

Vice President

Construction Relationships and Business Development

Office 817-920-9902, Ext 158
Cell 817-386-6030
Email: lalvarado@coconcepts.com

Service and Solutions that make you... SAFE... SECURE... SUCCESSFUL!



DAVID K. SELLARS ELEMENTARY SCHOOL
FORT WORTH ISD
4200 DORSEY STREET
FORT WORTH, TEXAS 76119

SCOPE OF WORK - INCLUDED:

- ✚ **Fire Alarm and Detection System Replacement**

DRAWINGS & ADDENDA USED TO PREPARE THIS BID:

1. Drawings date: Provided by FWISD on 8/11/2021
2. Sheets: 1, 2, 3, 4, 5,6
3. Addenda acknowledged: 0

BUILDING SECTION INCLUDED IN THIS BID:

1. Floors 1

Fire Alarm and Detection System

- ✚ This Design and Build Proposal includes all labor and materials required for the design and installation of the Silent Knight Addressable/Voice Evacuation Fire Alarm System per NFPA, ADA, ANSI, local, state and national codes applicable at bid time, and based upon the information provided on the bid drawings listed above.
- ✚ For clarification purposes:
 - E-Occupancy
 - Portable buildings are not included at this campus.
 - Smoke detectors for the following locations: Corridors/ paths of egress, common areas (cafeterias, auditoriums, mechanical rooms, electrical rooms, and MDF/IDF rooms. No gas heat in classrooms.
 - Heat detectors in kitchen and kiln areas.
 - Per City of Fort Worth requirements, the installation of a remote annunciator and pull station in each sprinkler riser room location is required.
 - Demolition of existing system includes:
 - 1-trip prior to construction
 - Removal of existing readily identifiable / accessible fire alarm system cable and devices
 - Removal of devices from programming in control panels
 - Installation of replacement ceiling tiles damaged by Coco, included. Ceiling tiles to be provided by FWISD.
- ✚ Key items requested on 9/3/21 by Randy Loftin:
 - Installation of owner provided AES communicator. Seventy-two (72) hour notice to FWISD required for programming.

COMMUNICATION CONCEPTS



- CO detectors to be installed and monitored by the Fire Alarm System in each of the following areas: Classrooms, areas containing gas water heaters, mechanical rooms with gas heat detectors, areas with gas burning appliances.
- 10 AHU allowance (1- duct det., 1- relay mod., 1- test sw. ea.)
- Exterior weatherproof AV provided only in outdoor courtyards.
- Laminated Fire Drill Card included as requested.
- Remove all pull stations with exception to manual evacuation at main panel, riser rooms and portable buildings when applicable.
- Shunt trip provisions are not included as requested.
- Cover plates for abandoned devices included.

Control Panel and Annunciators

1. Provide and install Silent Knight EVS with one (1) SLC-Circuits

Voice Evacuation

1. Provide and install Digital Audio Amplifier Assemblies: Qty-2

Smoke/Fire Door Holder Interface

1. The total quantity of Addressable Fire Alarm Relays for Smoke/Fire Door Holder Interface budgeted for this project is: Qty-4
- 2.

Access Control System Interface

1. The total quantity of Addressable Fire Alarm Relays for Access Control System Bypass: Qty-2
2. Includes an Addressable Fire Alarm Relay Module for the bypass of the access control system's magnetic locks or door strikes. The Fire Alarm Relay will be located within 3-feet of the Access Control System Power Supply.

Mechanical

1. This proposal includes coordination with the Mechanical Systems based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified/**budgeted** below.
 - a. Duct Mounted Smoke Detectors with Remote LED's: **Qty-10**
 - b. Addressable Fire Alarm and Contactor Relays for HVAC Shutdown: **Qty-10**
2. Neither Fire Smoke Dampers nor associated Duct Mounted Smoke Detectors, were shown on the Electrical or Mechanical Drawings at bid time. Should these be added, Communication Concepts will submit for approval all additional materials to accommodate this equipment. Should they be added, Duct Detectors and sample tubes will be provided, powered, and terminated by Communication Concepts and installed by the Mechanical Contractor.
3. All devices are to be located as shown on Communication Concepts shop drawings as approved by the AHJ and Architect.
4. Smoke Detectors for Fire Smoke Dampers are not included.
5. The Mechanical Contractor is required to attend a Functional Pre-Test of the Fire Alarm System/ Mechanical System Interface not less than 24-hours in advance of the final Fire Alarm System

Inspection by the AHJ.

Sprinkler System

1. This proposal includes coordination with the Sprinkler System based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified below.
 - a. Flow and Tamper Switches: Qty-2-Points
 - b. Kitchen Hood System: Qty-2-Point

3rd Party Peripheral System Interfaces

1. Sound System Shutdown: Qty-1-Point

Monitoring

- ❖ Provide and install UDACT-2 Universal Point-ID Dialer
- ❖ Provide and Install GSM Communicator
- ❖ Telephone lines with dedicated dial tone and/or IP Internet Connections are to be provided for monitoring by the Remote Station. Cabling must be terminated within 3' of the Fire Alarm System dialers using RJ31X or RJ45 jacks.
- ❖ Owner will provide and approve a final device label list prior to final acceptance of the system so that Communications Concepts can perform final label programming.

Other Clarifications - Included

1. **DESIGN, SUBMITTALS & PERMITTING:**
 - a. Fire Alarm Permit(s): Qty-1
 - b. AHJ Submittal/Shop Drawing Review Fees: Qty-1
 - c. Initial Programming
 - d. Owner's training
2. **DEMOLITION INCLUDES:**
 - a. 1-trip prior to construction
 - b. Removal of existing readily identifiable / accessible fire alarm system cable and devices
 - c. Removal of devices from programming in control panels
3. **CARBON MONOXIDE (CO) DETECTORS OR DETECTION SYSTEMS**
 - a. Providing and installing cable, wire, power supplies, CO detectors for classrooms.
 - b. CO detectors or CO detection system interfaces with the fire alarm system
4. **CONTRACT INCLUSIONS:**
 - a. This proposal, terms and conditions, inclusions and exclusions must be incorporated as an amendment into any supplemental contract or agreement to perform this work.
5. **WARRANTY AND CLOSE-OUT DOCUMENTATION:**
 - a. Warranty letter(s), O&M Manual(s), and As-Built Drawings are included as specified.



COMMUNICATION CONCEPTS



- b. Includes a one (1) year parts and labor warranty for naturally defective parts or workmanship beginning with substantial use of the system by the end user.
- c. Warranty service will be provided during Communication Concepts' normal business hours.

6. OTHER TERMS:

- a. This price is valid for **90-days** from the date of this proposal.
- b. Installation of replacement ceiling tiles, damaged by this contractor is included.
- c. All cable will be plenum rated, provided, and installed by Communication Concepts

Other Clarifications - Excluded

The following items are excluded from this proposal's scope of work. Should Communication Concepts be requested to perform the excluded items below, a change order can be provided to reimburse Communication Concepts for this additional scope of work.

7. ADDITIONAL SCOPE OF WORK: Anything that requires additional design, permits, supervision, labor, materials, or expedited freight due to:

- a. additional information provided after bid time.
- b. devices added by the Fire Alarm System Inspector to "3rd Party Reviewed" and "AHJ Approved" Submittals during or after the Fire Alarm System Inspection.
- c. BIM and 3D modeling
- d. Additional costs or liquidated damages associated with Manufacturer production delays.
- e. Additional costs due to expedited shipping.

8. DEMOLITION EXCLUDES:

- a. Additional trips for demolition
- b. Removal of conduit, raceways, cable tray, etc.

9. SCHEDULING:

- a. Compression, stacking and supervision costs / penalties due to
 - i. delayed, faulty or incomplete work of other trades.
 - ii. phased scheduling calendar being altered or changed after bid date
- b. Any re-inspection fees, penalties, charges or portion imposed by the AHJ, Architect or Owner, for the failing of the Fire Alarm System Inspection associated with the malfunction or unpreparedness of other trades.

10. COORDINATION:

- a. All controls and interface cabling from addressable fire alarm control relays to associated Security, Access Control, Sound Reinforcement, Audio-Visual, EMS, BMS, Smoke Control, Elevator, HVAC units and Fire Smoke Dampers are to be provided, installed, and terminated by others.

11. DAMAGE BY OTHER TRADES:

- a. Costs associated with troubleshooting, repair or upgrades to the existing system or any new system due to damage by other trades, including labor compression, labor stacking, supervision, and lift rental extension



COMMUNICATION CONCEPTS



12. ELECTRICAL AND CONDUIT ROUGH-IN:

- a. Coring, cutting, patching, and painting of walls, floors, ceilings, roofing, concrete, etc.
- b. Access, access panels, penetrations
- c. Fire stopping systems

13. OTHER ITEMS:

- a. Replacement Ceiling Tile
- b. Portable buildings or other outbuildings not specifically shown on the drawings.
- c. Unforeseen Cost Increases due to unpredictable market price conditions for building materials, equipment, cabling, copper, aluminum, steel, Teflon, etc.
- d. Sales and/or Use Tax
- e. Payment & Performance Bonds

BASE PROPOSAL PRICE:

\$139,677.00

 **Fire Alarm and Detection System**

Best Regards,

Lorrie Alvarado

Vice President

Construction Relationships & Business Development

Office 817-920-9902, Ext 158; Cell 817-386-6030

Email: lalvarado@coconcepts.com

MX Holdings US,

FWISD #219 Lowery Road Elementary School Fire Alarm System Upgrade

Proposal to Provide and Install an Addressable Fire Alarm / Voice Evacuation System



FIRETROL
Protection Systems

One Source *Fire* ^{and} *Security* Solutions



August 27, 2021

Fort Worth Independent School District
100 N University Drive, Suite 300
Fort Worth, Texas 76107
Attn: Randy Loftin

Project: FWISD #219 Lowery Road Elementary School Fire Alarm Upgrade
7600 Lowery Road
Fort Worth, Texas 76120
Proposal #43-21095

Firetrol Protection Systems, Inc. (“Firetrol”) proposes the following scope of work:

Firetrol is to provide the labor, design documents, submittals, permits and testing with the fire marshal as necessary for the installation of a fire alarm / voice evacuation system that is required for a single story (E Occupancy) building. An addressable fire alarm / voice evacuation system will be installed to replace the existing fire alarm system. This proposal is based on the site walk that was performed on August 18, 2021 with Randy Loftin.

SUBJECT TO THE “ADDITIONAL TERMS AND CONDITIONS” set forth hereinafter, Firetrol agrees to sell and provide, and Purchaser agrees to buy the materials and services necessary for performance of the above-described Work for the sum of:

Fire Alarm System Upgrade
\$125,017.00
(Pricing includes sales or use tax, if applicable)

CLARIFICATIONS

1. Proposal is valid for 90-days.
2. Payment terms are net 30-days.
3. Pricing includes sales or use tax, if applicable.
4. This proposal is based on a one-on-one replacement of existing fire alarm devices with Silent Knight and System Sensor devices. Any additional devices that may be required to bring the system up to today’s building, fire and safety codes will require additional monies.
5. ***This proposal includes the addition of System Sensor CO1224T Carbon Monoxide Detectors with the required SK-Monitor Module for each of the classrooms.***
6. CAD files are to be provided by the owner or the owner’s agent at no cost to Firetrol.
7. Any changes or additions to the original design will require additional monies.
8. Dedicated 120vac power to the fire alarm panel, dampers, power supplies, doors of any kind, or drop downs are to be provided by the Electrical Contractor.
9. All fire alarm cable wiring shall be “free air” (by codes and standards).
10. This proposal is only valid upon the approval of a Silent Knight 6820EVS fire alarm system by the owner’s agent, general contractor, or the engineer on record.
11. Firetrol will not be responsible for any additional equipment that the Local AHJ may ask for at any time that is not part of the original contract.
12. Design will be submitted to the AHJ for approval after receipt of signed Firetrol proposal or contract.
13. Expected approval from the AHJ is four (4) weeks after the date of submittal to the city.
14. Fire Alarm Communicator will be provided by FWISD as necessary.
15. Work to be completed per construction schedule agreed upon by both parties after receipt of approval from the AHJ.
16. ***Be advised that there is an above average lead times for materials. This is mainly due to delays in product manufacturing and in shipping.***

ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT

- Includes submittals for permit, calculations, as-built drawings.
- ***Includes the demolition and removal of the existing fire alarm system(s).***
- Includes lift / scaffold rentals as necessary.
- Includes inspections & testing.
- Includes City fees, permit fees, plan review fees.
- Includes Warranty of 1-year. Only New Materials are covered under Warranty.
- Includes software support for one year.





ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT

- Excludes any fire watch on premises during construction phase(s). This service is available at a negotiated rate and per separate contract as needed.
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- Excludes the provision or the connection to any phone line(s), internet or intranet systems or services.
- Excludes the provision or installation of any firefighter phones/jacks, signal repeaters and/or communication networks.
- ***Excludes the provision or installation of DAS/BDA and Area of Rescue systems.***
- Excludes the provision or installation of any fire dampers, fire smoke dampers or damper closure relays. These items are to be provided and installed by others.
- Excludes the provision, installation and the powering of duct smoke detectors and shutdown relays for smoke or fire/smoke dampers. To be provided, installed and powered by others.
- ***Excludes all trench work, fire putty pads, sleeving, concrete, coring, wall penetrations, ceiling work, fire caulking, painting, sanding, patching or sealing of a room. These items shall be the responsibility of the general contractor.***
- Excludes underground piping, fiber, conduit or pathways to be completed by others.
- Excludes relays, equipment, or installation of all building automation/control systems.
- Excludes Isolation modules.
- Excludes graphical workstations.
- Excludes printers.
- Excludes any provision of or the installation or the monitoring of any required Knox-Box.
- Excludes the monitoring of the fire alarm system. Firetrol, if requested by the general contractor or the owner's agent, can provide this service for an additional fee. The majority of AHJs require that this service is in place prior to the final inspection being scheduled and performed.
- Excludes Building Information Modeling (BIM) Coordination and Modeling.
- Excludes Liguידated Damages.
- Excludes performance and payment bonds.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or concerns, please do not hesitate to contact me directly.

Authorized Signature: *Chris Shuman*

Chris Shuman – A&D Contract & Services
Texas APS-2043126
C: (214) 325-6613
O: (817) 740-1801
Email: cshuman@firetrol.net



I agree to the above scope of work, specifications, pricing, and terms and authorize Firetrol Protection Systems to complete the work as specified. I affirm that I am an authorized representative of the above company and have authority to sign this agreement.

Accepted By:

Signature

Date

Purchase Order #

Name (Please Print)

Title

CONFIDENTIALITY STATEMENT

This proposal contains information that is confidential pertaining to Firetrol Protection and FPI Builders. It shall neither be duplicated nor disclosed to any person or persons outside of the respective companies without prior written consent and such information shall be permitted to become known only to such employees of the bidder and the purchaser as shall be deemed necessary to make an evaluation of the proposal and any agreement which may result therefrom.

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: **APPROVE PURCHASE OF AN ONLINE ASSESSMENT TOOL**

BACKGROUND:

Gifted and Talented (G/T) services request approval to purchase an online assessment tool called the Naglieri Nonverbal Ability Test 3 (NNAT3) to be used in the G/T identification screening process. This test will be used to screen for students that demonstrate or show the potential of advanced abilities. The assessment will be used to universally screen all students in first grade and assess students who have been referred for G/T identification screening from kindergarten through Grade 12 in compliance with the Texas Education Agency (TEA) expectations. Gifted and Talented services will use this as an online assessment that evaluates a student's ability and provides data on percentile ranks of students locally and nationally.

TEA requires an assessment used for G/T screening that evaluates if a student performs or shows potential for performing at remarkably high levels of accomplishment [19 TAC §89.1(1)] when compared to others of the same age, experience, or environment. The NNAT3 is a non-verbal assessment that is culturally and linguistically non-biased. In addition, the NNAT3 will be scored online and made available for all campuses across the District [19 TAC §89.1(3)]. All assessment data must be used to screen for both giftedness and easily send results to campuses and parents/guardians of students. In previous years, assessments such as the CogAT or NNAT2 were used as nonverbal and universal screeners, but the District no longer uses these assessments.

The period of performance is from the date of award to June 30, 2022, with the option to extend for three (3) additional years in one (1) year increments.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of an Online Assessment Tool
2. Decline to Approve Purchase of an Online Assessment Tool
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of an Online Assessment Tool

FUNDING SOURCE: *Additional Details*

General Fund 199-31-6299-0WB-XXX-21-344-000000

COST:

\$86,400

VENDOR:

NCS Pearson, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-084

Number of Bid/Proposals received: 3

HUB Firms: 3

Compliant Bids: 3

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

Purchasing Support Documents Needed:

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

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

All Campuses

All first-grade students District - Wide

All students screening for identification as Gifted and Talented

RATIONALE:

Fort Worth ISD is committed to following TEA's expectations for G/T assessment including the use of a nonverbal screener. This type of assessment will help promote an equitable G/T screening process to see giftedness or gifted potential in all campuses and all student populations.

INFORMATION SOURCE:

Marcey Sorensen

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: **APPROVE PURCHASE OF FIVE (5) VANS FOR GIFTED AND
TALENTED MOBILE WORKSHOPS****

BACKGROUND:

The Gifted and Talented Department (G/T) requests approval to purchase five (5) vans to service all District Elementary campuses (Grades 2nd through 5th). The Mobile Experience program allows the G/T teachers to bring any materials, projects, and tools with them in a unique purpose-built solution. The Gifted and Talented Department aims to lead by example with our students by building our solutions for them. After extensive research, it was decided that a van would provide the best mix of cargo space and ease of use.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Five (5) Vans for Gifted and Talented Mobile Workshops
2. Decline to Approve Purchase of Five (5) Vans for Gifted and Talented Mobile Workshops
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Five (5) Vans for Gifted and Talented Mobile Workshops

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-21-6631-001-999-21-950-000344-22F32

COST:

\$171,645

VENDOR:

Caldwell Country Ford dba Rockdale Country Ford

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 601-19. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District - Wide Elementary Schools

RATIONALE:

Fort Worth Independent School District’s Gifted and Talented (G/T) Department proposes the creation of five (5) Experience Mobile Vans to service all District elementary campuses (Grades 2nd through 5th). The Gifted and Talented Experience Vans will serve as mobile workshops, bringing the G/T experiences directly to the students. The workshops will be set-up for fully immersive and engaging lessons for G/T students.

INFORMATION SOURCE:

Marcey Sorensen

CALDWELL COUNTRY FORD
ROCKDALE COUNTRY FORD
BUYBOARD 601-19 **QUOTE #CC211982**

End User: FORT WORTH ISD Caldwell Rep: CHRIS COLLINS
 Contact: WAYNE HEPPEL 817-815-7580 Phone/fax: 979-567-6129
 Phone/email: WAYNE.HEPPEL@FWISD.ORG Date: Thursday, August 5, 2021
 Product Description: FORD TRANSIT CARGO VAN email: chris@caldwellcountry.com

A. Bid Series: 137 A. Base Price: \$ **34,249.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1X	22 TRANSIT CARGO VAN T350	INCL		REMOTE KEYLESS ENTRY	INCL
	148" HIGH ROOF 9500 GVWR RWD	INCL		POWER LOCKS	INCL
998	3.5L V6 FLEX-FUEL	INCL		POWER WINDOWS	INCL
44U	10-SPEED TRANSMISSION	INCL		VINYL FLOOR	INCL
101A	ORDER CODE 101A	INCL		BACK UP CAMERA	INCL
16E	FRONT AND REAR VINYL FLOOR	INCL		NO WINDOWS IN CARGO AREA	INCL
47T	LOCKABLE DOOR BULKHEAD	INCL		FORD CO-PILOT 360	INCL
58V	SYNC 3 AM/FM STEREO	INCL		2 PASSENGER SEATING	INCL
68H	RUNNING BOARDS	INCL		21.5 GAL FUEL TANK	INCL
86F	2 ADDITIONAL KEYS	INCL		BLACK BUMPERS	INCL
	SLIDING REAR PASS SIDE DOOR	INCL		VINYL FLOOR FRONT ONLY	INCL
Total of B. Published Options:					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
QUOTE GOOD FOR 90 DAYS		YZ- OXFORD WHITE	EXT COLOR
		CK- CLOTH FRONT TWO SEATS GRAY	INT COLOR
		ORDER Q1-Q2 2022	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time: **INCL** \$ -

E. UPFITTERS \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: \$ -

J. Additional Delivery Charge: 0 miles **INCLUDED** \$ -

K. Subtotal: \$ **34,249.00**

L. Quantity Ordered 5 x K = \$ **171,245.00**

M. Trade in: \$ -

N. BUYBOARD FEE PER PURCHASE ORDER: \$ **400.00**

45

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE:: \$ **171,645.00**



Vendor Contract Information Summary

Vendor Name Caldwell Country Ford DBA Rockdale Country Ford, LLC
Contact Averyt Knapp
Phone Number 9795676116
Email aknapp@caldwellcountry.com
Website www.rockdalecountryford.com
Federal ID 27-3037856
Accepts RFQs Yes
Address Line 1 P.O. Box 72
Vendor City Rockdale
Vendor Zip 76567
Vendor State TX
Vendor Country USA
Delivery Days 120
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract # 601-19
Effective Date 12/01/2019
Expiration Date 11/30/2022
Service Fee Note Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number 601-19
Return Policy Negotiable



Vendor Contract Information Summary

Additional Info null

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE PURCHASE OF UNIFYING ASSESSMENT TOOL FOR INSTRUMENTAL MUSIC

BACKGROUND:

In 2019-2020, the Instrumental Music Department researched options for a unifying assessment tool for Secondary Instrumental Music students and teachers to provide a consistent District-Level assessment to gauge essential knowledge and skills within our Instrumental Music courses. This software subscription provides a comprehensive learning management system for essential knowledge and skills in music education by providing teaching aides, skills practice platforms, and assessment tools that unify learning criteria and goals across the District. The goal of this tool is to increase student achievement and improve operational efficiency.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Unifying Tool for Instrumental Music
2. Decline to Approve Purchase of Unifying Tool for Instrumental Music
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Unifying Tool for Instrumental Music

FUNDING SOURCE

Additional Details

Special Revenue

289-31-6399-058-XXX-24-512-000000-22F12

COST:

\$63,000

VENDOR:

Music Sales Digital Services, LLC d.b.a. MusicFirst

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 TIPS Contract #21010. 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

Instrumental Music Department

RATIONALE:

This software subscription was previously tested by the District’s teachers and specialists and found to provide the most effective platform for the District. Training was provided to teachers by the company and an annual subscription began in the 2020-2021 school year. This purchase will allow our subscription to continue without lapse.

INFORMATION SOURCE:

Marcey Sorensen



Company Address Remit-To: Music Sales Digital Services, LLC
 d.b.a. MusicFirst
 2 Old State Route 17
 PO Box 572
 Chester, NY 10918

Created Date 10/12/2021
 Expiration Date 11/11/2021
 Quote Number 00016769

Orders: 180 Madison Ave 24th Floor
 New York, NY 10016
 US

Prepared By Mike Olander
 Phone (515) 446-8742
 Email mike@musicfirst.com

Account Name Fort Worth ISD
 Contact Name Dick Clardy
 Phone (806) 300-2474
 Email dick.clardy@fwisd.org

Bill To Name Fort Worth ISD
 Bill To 100 N UNIVERSITY DR
 FORT WORTH, TX 76107

Product	Sales Price	Quantity/Seats	Discount	Total Price
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 3.00	7,500		USD 22,500.00
PracticeFirst - add to MusicFirst Classroom	USD 4.00	7,500	10.00%	USD 27,000.00
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 2.00	7,500	10.00%	USD 13,500.00

Total Price USD 63,000.00
 Grand Total USD 63,000.00

To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details

The Interlocal Purchasing System (TIPS) Contract:
210101 [Technology Solutions, Products and Services](#)

Additional items for consideration (contact for details and pricing):

- * Auralia First (ear training)
- * Musition First (theory)
- * Flat for Education (composition/notation)
- * Noteflight Learn (composition/notation)
- * Soundtrap EDU (DAW/on-line studio)
- * Focus on Sound (digital encyclopedia)



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

Notice:

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

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



VENDOR **MusicFirst**

180 Madison Ave, 24th Floor New York NY,10016

WEBSITE www.musicfirst.com

SERVICE/PRODUCTS DESCRIPTION MusicFirst provides software for skill development and assessment in music classes. Options include the MusicFirst Classroom, the comprehensive learning management system (LMS) for K-12 Music Education; including software (Sight Reading Factory, Soundtrap, PracticeFirst, Flat, Noteflight Learn, Auralia and Musition) and content (pre-built courses, units, lessons, assessments).

CONTRACT: **210101** Technology Solutions, Products and Services

End Date: May-31-2026 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **210301** Academic Curriculum and Instructional/Educational Goods, Materials, and Services

End Date: May-31-2024 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **180902** Classroom and Teaching Aids Goods and Services

End Date: Nov-30-2021 EDGAR COMPLIANCE: [View Doc.](#)

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: APPROVE PURCHASE OF MOWING EQUIPMENT FOR
DISTRICT- WIDE USE**

BACKGROUND:

The Landscape Department needs a 16' new wide - area mower for District-wide usage. Many campuses have sizeable acreage that needs to be mowed on a regular basis. Existing equipment is aged and needs constant repairs that results in back-logged mowing schedules. Having to wait on repairs or mow with smaller equipment is inefficient and costly in man-hours.

Due to the current nationwide manufacturing and supply chain issues, a 10% allowance has been added to the quote to cover the daily fluctuation in market values of large equipment.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Mowing Equipment for District - Wide Use
2. Decline to Approve Purchase of Mowing Equipment for District - Wide Use
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Mowing Equipment for District - Wide Use

FUNDING SOURCE:

Additional Details

TRE

198-51-6639-001-999-99-437-000000

COST:

\$135,931

VENDOR:

Professional Turf Products, L.P.

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(j) regarding school district purchases made through an Interlocal contract. Pricing obtained through BuyBoard Contract 611-20. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

Maintenance Department

RATIONALE:

A new wide - area mower for the District will be efficient and cost effective.

INFORMATION SOURCE:

Michael Ball



Professional Turf Products, L.P.

1010 North Industrial Blvd.
 Euless, Texas 76039
 Kyle Mitchell
 (817) 201-4444
 mitchellk@proturf.com



Count on it.



Ship To	Ft. Worth ISD	Date:	9/29/2021
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Joe Flores	Destination	
Address	201 S. Suttles Ave., Fort Worth, TX 76107	Trade-In	
		Finance	
Phone		Account Type	Contract
Email		QMS: ID	Q40451
Comments:			

Proposal

Qty	Model #	Description		Selling Price
1	31698	Groundsmaster 5900 (T4)	\$	122,798.09
1	30669	Universal Sunshade, White	\$	732.26
1	131-6691	Seat Cover Large Grey	\$	42.67
		Groundsmaster 5900	\$	123,573.02

SubTotal	\$	123,573.02
Destination		Included
Tax Has Not Been Added	\$	-
TOTAL	\$	123,573.02

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times that we have seen in the past.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time will be determined once credit is approved & documents are executed. Delivery time contingent on
3. Due to market volatility prices are subject to change.
4. Payments by Credit Card are subject to convenience fee.
5. Prices are subject to change at time of order pending market conditions.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.

2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



Vendor Contract Information Summary

Vendor Name Professional Turf Products, LP
Contact David Lau
Phone Number 8177851900
Email sales@proturf.com
Website www.proturf.com
Federal ID 06-1664252
Accepts RFQs Yes
Address Line 1 1010 N. Industrial Blvd.
Vendor City Euless
Vendor Zip 76039
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms Net 10
Shipping Terms Pre-paid and added to invoice
Ship Via Company Truck
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20
States Served Arkansas, Kansas, Louisiana, Missouri, Oklahoma, Texas
Contract Name Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations
Contract # 611-20
Effective Date 06/01/2020
Expiration Date 05/31/2023
Quote Reference Number DTC 1998



Vendor Contract Information Summary

Return Policy All sales are final. No merchandise returnable without prior authorization. Returned goods are subject to a 25% re handling charge/

Additional Dealers Professional Turf Products locations in: Houston TX, Selma TX, Broken Arrow OK, Lenexa KS

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: APPROVE PURCHASE OF LEARNING SYSTEMS SOFTWARE
RENEWAL**

BACKGROUND:

The middle of the year North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Growth and Progress Monitoring System data indicated the need for a literacy intervention program at the elementary level with emphasis on foundational literacy skills. Lexia Core 5 and Lexia Power Up were purchased to support selected elementary and middle school campuses in October 2020 and January 2021. The remaining elementary campuses received Core 5 for the 2021-2022 school year. Students received instructional support in phonics, comprehension, vocabulary, grammar, and word study. Since implementation in February, 27% of all elementary students using Core 5 have advanced one (1) or more grade level using this program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Learning Systems Software Renewal
2. Decline to Approve Purchase of Learning Systems Software Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Learning Systems Software Renewal

FUNDING SOURCE:

Additional Details

ESSER Fund	282-11-6339-015-XXX-24-950-000155-22F32.....\$423,537.08
	282-13-6299-015-999-24-950-000155-22F32.....\$10,800.00

COST:

\$434,337.08

VENDOR:

Lexia Learning Systems, LLC

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-040

Number of Bid/Proposals received: 11

HUB Firms: 1

Compliant Bids: 8

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

Purchasing Support Documents Needed:

- 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:

Westpark Elementary	Glen Park Elementary	Como Montessori
A. M. Pate Elementary	Applied Learning Academy	Seminary Hills Park Elementary
Benbrook Middle/High School	Harlean Beal Elementary	Daggett Middle School
Sunrise Elementary	Daggett Montessori	Western Hills Elementary
J. P. Elder Middle School	J. T. Stevens Elementary	Glencrest 6 th Grade
Westcreek Elementary	International Newcomers Academy	C.C. Moss Elementary

William James Middle School	Maudrie Walton Elementary	Kirkpatrick Middle School
Eastern Hills Elementary	Leonard Middle School	Bill J. Elliott Elementary
Jean McClung Middle School	Sagamore Hill Elementary	McLean Middle School
McLean 6th Grade Center	Meacham Middle School	West Handley Elementary
Meadowbrook Middle School	East Handley Elementary	William Monnig Middle School
Lowery Road Elementary	Morningside Middle School	Atwood McDonald Elementary
Riverside Middle School	Versia Williams Elementary	Rosemont Middle School
E.M. Daggett Elementary	Stripling Middle School	Wedgwood Middle School
Wedgwood 6 th Grade		

RATIONALE:

The software is a complement to existing literacy programs in use in the District. The program reinforces skill gaps struggling readers possess including: phonological awareness, structural analysis, phonics, and fluency. The software also provides a robust grammar and guided comprehension piece to support struggling readers. Student performance data is collected and organized into user friendly reports, which allows teachers to target reading skills students are struggling to master. The robust bank of teacher resources includes explicit and detailed lesson plans for teachers to follow and deliver to students.

INFORMATION SOURCE:

Marcey Sorensen

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-479048-1
Created Date: 9/23/2021 3:02 PM

Prepared By: Tracie Sullivan
Email: tracie.sullivan@lexialearning.com

Quote To:
Ft Worth Ind School District
100 North University Dr 140 -E
Fort Worth, TX 76107-1360 US

Bill To:
Ft Worth Ind School District
100 North University Dr 140 -E
Fort Worth, TX 76107-1360 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
10/1/2021	6/30/2022	1	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes 2 Days of on-site Professional Learning	\$10,800.00	\$10,800.00

Total Price \$10,800.00

Fax or email Purchase Orders with quote number Q-479048-1 to the following:

Attn: Tracie Sullivan
Email: tracie.sullivan@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-447782-7
Created Date: 9/23/2021 2:57 PM

Prepared By: Tracie Sullivan
Email: tracie.sullivan@lexialearning.com

Quote To:
Darnisha Carreathers
Ft Worth Ind School District
100 North University Dr 140 -E
Fort Worth, TX 76107-1360 US

Bill To:
Ft Worth Ind School District
100 North University Dr 140 -E
Fort Worth, TX 76107-1360 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Discount	Total Price
12/1/2021	6/30/2022	21	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning Renewal	\$8,360.10	5.21%	\$175,562.08
12/1/2021	6/30/2022	22	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning Renewal	\$7,962.50	5.21%	\$175,175.00
2/1/2022	6/30/2022	11	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning Renewal	\$5,687.50	5.21%	\$62,562.50
10/1/2021	6/30/2022	1	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning Renewal	\$10,237.50	5.21%	\$10,237.50

Total Pre-Discount \$446,808.33
Total Discount \$23,271.25
Total Price \$423,537.08

Fax or email Purchase Orders with quote number Q-447782-7 to the following:

Attn: Tracie Sullivan
Email: tracie.sullivan@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide

documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: **APPROVE PURCHASE OF CONSULTING SERVICES FOR THE PERKINS RESERVE GRANT**

BACKGROUND:

The Career and Technical Education (CTE) Department was awarded a Perkins Reserve Grant from the Texas Education Agency (TEA) for continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering, and Mathematics (STEM) Initiative. A Request for Proposal (RFP) was published in order to select a consultant for the project. The consultant will be performing services including, but not limited to: communication amongst school districts, post-secondary individuals, and industry and workforce partners; coordination with TEA and Jobs For the Future personnel; organization of professional development; oversight of curriculum and pathway alignment between secondary and post-secondary; development of distribution materials; and management of meetings and other events.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Consulting Services for the Perkins Reserve Grant

FUNDING SOURCE: *Additional Details*

Special Revenue 338-13-6299-001-751-22-721-000000-21F23

COST:

\$50,000

VENDOR:

Linda Anderson

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-047

Number of Bid/Proposals Received: 10

HUB Firms: 0

Compliant Bids: 10

The above bids/proposals have been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendors listed above have been selected to support these purchases. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

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

Career and Technical Education

RATIONALE:

The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) different school districts from around the region and is strengthened by the collaboration between secondary, post-secondary, intermediary, and industry partners. Due to the variety and extent of the work performed, a consultant to manage the project will result in favorable outcomes for all. The purchase of the consultant is necessary for the continuation of the North Central Texas Aerial Robotics STEM Initiative.

INFORMATION SOURCE:

David Saenz

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE RENEWAL OF ONLINE REGISTRATION SYSTEM

BACKGROUND:

Renewal of the online registration system provides a hosted online platform for completion of registration for new and returning students. The system includes electronic forms that are completed by families to provide required registration information. This renewal is for one (1) year and will provide registration capability through June 2022, while the District transitions to the new unified enrollment system.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Online Registration System
2. Decline to Approve Renewal of Online Registration System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Online Registration System

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000

COST:

\$110,999.40

VENDOR:

PowerSchool Group, LLC

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System TIPS Contract #200702. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of the renewal of the online registration system will provide registration capability until the new unified enrollment system is online.

INFORMATION SOURCE:

Marlon Shears

Prepared By: Dan Daughtry
 Customer Name: Fort Worth Independent School District
 Contract Term: 12 Months
 Start Date: 1-DEC-2021
 End Date: 30-NOV-2022
 Billing Frequency: Annually

Customer Contact: Larry Sandoval
 Title: Director of Information Technology
 Address: 100 N. University Drive
 City: Fort Worth
 State/Province: Texas
 Zip Code: 76107
 Phone #: (817)814-4340

Product Description		Quantity	Unit	Extended Price
Initial Term 1-DEC-2021 - 30-NOV-2022				
License and Subscription Fees				
PowerSchool Enrollment School Locator	TIPS Contract # 200702	5,000.00	User	USD 4,500.00
PowerSchool Enrollment Registration	TIPS Contract # 200702	76,858.00	Students	USD 105,295.46
PowerSchool Enrollment Additional Language - Spanish	TIPS Contract # 200702	1.00	Each	USD 1,203.94

License and Subscription Totals: **USD 110,999.40**

Quote Total

Initial Term	1-DEC-2021 - 30-NOV-2022
Payment Total	USD 110,999.40

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fort Worth Independent School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 3-AUG-2021

Date:

PO Number: _____

The Interlocal Purchasing System

Purchasing Made Personal



Printed 4 October 2021

www.powerschool.com



PowerSchool Group LLC

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	150 Parkshore Drive	NAME Charlie Martin
CITY	Folsom	PHONE (866) 839-8477
STATE	CA	FAX (866) 839-8472
ZIP	95630	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

PowerSchool is the #1 U.S. leading provider of K-12 education technology solutions reaching 75% of students in North America. Established in 1997, our commitment of providing educators the best tools to help students succeed has fueled our passion to unite educational technology into one, easy-to-use solution. PowerSchool has approximately 2,600 employees and backing from leading investment firms aligned to PowerSchool's long-term vision and success. PowerSchool has been recognized as one of Inc. 5000's 2020 and 2019 Fastest Growing Private Companies in America. The company has also been recognized with several other product and corporate awards in K-12, including CODiE, EdTech Breakthrough, and a Gold Stevie Award to name a few. PowerSchool has a full suite of K-12 education technology solutions, from the front office to the classroom to the home. PowerSchool helps schools and districts efficiently manage instruction, learning, grading, attendance, assessment, hiring, teacher evaluations, analytics, state reporting, special education, student information systems, talent, finance, and HR. During our long history of innovation, we have made significant investments in the development of our solutions to eliminate traditional technology silos. The results have streamlined administrative processes and informed classroom instruction with comprehensive data. At PowerSchool, our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. What this means for our schools and districts is a strong partnership with a passionate, growing company dedicated to your goals, objectives, and success.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210101	Technology Solutions, Products and Services	05/31/2026	See EDGAR Certification Doc.
200702	Online Student Registration and Enrollment Systems	09/30/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200702

Joseph Ayala	Director Bids and	(916) 461-3411	pssrfp@powerschool.com
Accounts Receivables	Accounts	(916) 288-1725	ar@powerschool.com

210101

Joseph Ayala	Director Bids and	(916) 461-3411	pssrfp@powerschool.com
Accounts Receivables	Accounts	(916) 288-1725	ar@powerschool.com

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: **APPROVE RENEWAL OF DOCUMENT MANAGEMENT AND E-FORMS LICENSES**

BACKGROUND:

The document management tool stores and organizes a secure environment for documents related to student, employee and Special Education records. Through the e-forms component, business processes can be automated to increase efficiency and streamline workflow management for District-wide and departmental functions. This yearly renewal includes software, user licenses, and support from the provider.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Document Management and E-Forms Licenses
2. Decline to Approve Renewal of Document Management and E-Forms Licenses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Document Management and E-Forms Licenses

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000

COST:

\$119,859.25

VENDOR:

VP Imaging Inc. dba DocuNav Solutions

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-CPO-4449. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this renewal provides secure document storage, document retention compliance management, and workflow management of District business processes.

INFORMATION SOURCE:

Marlon Shears



QUOTE

VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 1440
 Frisco, TX 75034
 800-353-2320



Updated

DocuNav Contact:
 Accounts Payable

DIR-CPO-4449

Date: 9/29/2021
Quote: DSA8324

ANNUAL SUPPORT AGREEMENT **1-Year Agreement; this is a 1-Year agreement. Coverage from December 12, 2021 through December 12, 2022.**

247	ENF02	Laserfiche Rio Named Full Users (Per user; 200-499 users)Named User pricing includes the following features: Unlimited Laserfiche Servers, Workflow, Web Access (including the SharePoint integration and Web Access Light), Advanced Audit Trail, Snapshot, E-mail.	\$162.00	\$40,014.00
247	EFRM	Laserfiche Forms (per user)	\$16.20	\$4,001.40
247	ERM	Laserfiche RIO Records Management Edition	\$16.20	\$4,001.40
247	ECNC	Laserfiche Connector	\$8.10	\$2,000.70
1	QFA	Laserfiche RIO Quick Fields Agent	\$2,700.00	\$2,700.00
2	QCX	Laserfiche RIO Quick Fields Complete (Includes Laserfiche RIO Quick Fields Core package plus Document Classification, Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition, and Auto Stamp/Redaction/Bates Num.)	\$4,050.00	\$8,100.00
1	IA	Laserfiche RIO Import Agent	\$405.00	\$405.00
1	EPXFRM	Laserfiche Forms Enterprise Portal Add-on	\$6,480.00	\$6,480.00
1	PPMX	Laserfiche RIO Public Portal License for Multiprocessor Machine (Includes Laserfiche WebLink and retrieval connections). License is for multiple processors and must match the number of processors enabled on the server hardware where the Laserfiche Application Server is installed. The Portal License will enable WebLink users to connect to a single application server.	\$20,250.00	\$20,250.00
1	DNCONV10	DocuNav Conversion Utility	\$0.00	\$0.00
1	JEDCOM 04	Laserfiche Annual Subscription Licensing: Education Users (Block of 25,000 Licenses) *User Capabilities: provides read-only repository access and the ability to participate in forms processes for accredited educational institutions	\$31,906.75	\$31,906.75

**Note: This quote expire 90 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$119,859.25
Tax	\$0.00
Total	\$119,859.25

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre-purchased hours or daily units expire after 3 years from invoice date.

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

Contract Number

DIR-CPO-4449

Contract Term Date: **12/03/21** ⓘ

Contract Expiration Date: **12/03/24** ⓘ

Vendor Information

[VP Imaging Inc. dba DocuNav Solutions](#)

Vendor ID: **1752738222400**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-424**

Contract Status: **Active**

VENDOR CONTACT:

[CJ Bettis](#) ↗

Phone: (800) 353-2320

Fax: (469) 327-4264

[Vendor Website](#) ↗

DIR CONTACT:

[David Mallory](#) ↗

Phone: (512) 475-4770

Contract Overview

VP Imaging, Inc. dba DocuNav Solutions offers Education Information Technology (I.T.) Products and Related Services through this contract. This contract offers Laserfiche, Laserfiche Rio and DocuNav products and related services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside of the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

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

- Education IT Hardware
- Software

MORE INFORMATION

[Vendor Website](#) ↗

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT THE LEADERSHIP ACADEMY AT COMO ELEMENTARY FOR THE SCHOOL YEAR 2021-2022

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. To establish the City of Fort Worth (“City”) as a program provider at the Leadership Academy at Como Elementary School, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. This is a renewal of the agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary for the School Year 2021-2022
2. Decline to Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary for the School Year 2021-2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary for the School Year 2021-2022

FUNDING SOURCE:

Additional Details

General Fund	199-61-6299-0FN-999-117-30-395-000000.....	\$39,507
Special Revenue	498-61-6299-LDA-117-24-409-000000-21L89.....	\$50,000

COST:

\$89,507

VENDOR:

City of Fort Worth – Neighborhood Services

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:

The Leadership Academy at Como Elementary

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after-school program and services to students at the Leadership Academy at Como Elementary for the 2021-2022 school year.

INFORMATION SOURCE:

Cherie Washington

INTERLOCAL AGREEMENT BETWEEN
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas ("City"), and the Board of Trustees of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas ("FWISD"). City and FWISD may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, this Agreement is made under the authority granted to the City and the FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 to 6:00 PM are of prime importance;

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees by consensus agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities;

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being City Secretary Contract No. 55386 approved by the Fort Worth City Council on August 11, 2020 as Mayor and Council Communication M&C 20-0523 (the "Coordinating Board Agreement");

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2021-2022 school year;

WHEREAS, for several years, the Coordinating Board, pursuant to its powers and the terms of the Coordinating Board Agreement, has designated the City, through its Neighborhood Services Department, to provide the after-school program at Como Elementary School; and

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2021-2022 school year.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the City, acting by and through its duly authorized Assistant City Manager, and FWISD, acting by and through its duly authorized superintendent, do hereby covenant and agree as follows:

Pursuant to the designation by the Coordinating Board under the Coordinating Board Agreement, the City and FWISD agree that:

1. SCOPE OF SERVICES. The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2021-2022 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.

2. GOALS AND MISSION STATEMENT. The mission of the After-School Program at Como Elementary School shall be: "To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children."

- (a) Goals of the After-School Program shall include, at a minimum:
 - i. To provide homework assistance, tutorial, and relevant educational programs;
 - ii. To improve the awareness of the importance of learning;
 - iii. To reduce the level of truancy;
 - iv. To address the students' physical needs;
 - v. To provide activities that promote social development;
 - vi. To reduce juvenile arrests; and
 - vii. To reduce juvenile victims of crimes during the target hours.
- (b) Operational Imperatives are:
 - i. To establish program goals and objectives that are measurable and result in desired outcomes through a scientific evaluation process;
 - ii. To ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement; and
 - iii. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

3. FUNDING.

(a) FWISD agrees to pay the City in an amount not to exceed **Eighty-Nine Thousand, Five Hundred Seven Dollars and 00/100 (\$89,507.00)** to fund the operation of the After-School Program at Como Elementary School. The allocations by funding source are from the Fort Worth After-School Full Service Provider General Fund in the amount of \$39,507.00, and from the Rainwater Charitable Foundation in the amount of \$50,000.00. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

(b) To receive funds under this Agreement, the City must submit written itemized reimbursement requests to FWISD in a manner and form agreed to by the Parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the written itemized request.

(c) Pursuant to Section 791.011 of the Interlocal Cooperation Act, each Party paying

for performance of governmental functions or services must make those payments from current revenues available to the paying Party.

4. TERM. The term of this Agreement is for a one-year period, effective beginning on July 1, 2021, and ending on June 30, 2022 and shall cover the entire 2021-2022 school year.

5. NON-APPROPRIATION OF FUNDS. If, for any reason, at any time during any term of this Agreement, FWISD fails to appropriate funds sufficient for FWISD to fulfill its obligations under this Agreement, FWISD may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by FWISD to the City of written notice of FWISD's intention to terminate; or (ii) the last date for which funding has been appropriated by FWISD Board for the purposes set forth in this Agreement.

6. TERMINATION OF AGREEMENT.

(a) If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying Party notifies the defaulting Party in writing of the default and its intention to declare this Agreement terminated. If the defaulting Party does not cure or correct such breach within the thirty (30) day period, the notifying Party shall have the right to declare this Agreement immediately terminated and neither Party shall have further responsibility or liability hereunder.

(b) This Agreement may be terminated by either Party, in whole or in part, at any time with or without a reason, upon written notice to the other Party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination.

7. NOTICES. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

If to City:

Fernando
Costa
Assistant City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas
76102 (817) 392-8180

If to FWISD:

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School
District 100 N. University Dr.
Fort Worth, Texas 76107
(817) 871-2000

With a copy to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

With a copy to:

Office of Legal Services
100 N. University Drive
Fort Worth, Texas 76107

8. INDEPENDENT CONTRACTOR. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the FWISD. City shall have exclusive control of and the exclusive right to control the work designated to the City to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondent superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. NONDISCRIMINATION.

(a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD or the City permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

10. SEVERABILITY. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court, a federal or state agency, or a board or a commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

11. WAIVER OF DEFAULT. No waiver by the Parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

12. NOTICE OF CLAIMS. FWISD and City agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages related to this Agreement. FWISD and City agree to make their respective officers, agents, servants, and employees available at all reasonable times or any statements and case preparation necessary for the defense of any claims or litigation for which the other Party may be responsible hereunder.

13. EFFECT ON THIRD PARTIES.

(a) Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by FWISD or the City as to any claim of any third Party.

(b) Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a Party to this Agreement not otherwise existing at law.

14. INSURANCE. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. City will provide a letter of self-insured status as requested by FWISD.

15. FORCE MAJEURE. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or city government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

16. APPLICABLE LAW AND VENUE.

(a) This contract shall be construed in accordance with the laws of the State of Texas.

(b) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District of Texas - Fort Worth Division.

17. HEADINGS. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. ENTIRE AGREEMENT. This written instrument constitutes the entire understanding of the Parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

19. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

IN WITNESS WHEREOF, the parties here have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this ____ day of _____ 2021.

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Fernando Costa
Assistant City Manager

By: _____
Tobi Jackson
Board President

Dr. Kent Paredes Scribner
Superintendent

APPROVED AS TO FORM AND LEGALITY:

Taylor Paris
Assistant City Attorney



Alexander Athanason
Staff Attorney

ATTEST:

Ron Gonzales
Acting City Secretary

Carin Evans
Secretary, Board of Education

CONTRACT AUTHORIZATION:
M&C: 21-XXXX
Date: September 14, 2021

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Fernando Costa**, Assistant City Manager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same as the act of the **City of Fort Worth** and that he executed the same as the act of the said City of Fort Worth for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Dr. Kent Paredes Scribner**, Superintendent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the **Fort Worth Independent School District**, and in the capacity therein stated as its authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

Contract Compliance Manager:

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

Sonia Singleton
Assistant Director, Neighborhood Services

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT DEZAVALA ELEMENTARY, GREENBRIAR ELEMENTARY, AND DAGGETT MIDDLE SCHOOL FOR THE SCHOOL YEAR 2021-2022

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through Fort Worth After School. To establish the City of Fort Worth (“City”) as a program provider at DeZavala Elementary, Greenbriar Elementary and Daggett Middle School, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. This is a renewal of the agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at DeZavala Elementary, Greenbriar Elementary, and Daggett Middle School for the School Year 2021-2022
2. Decline to Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at DeZavala Elementary, Greenbriar Elementary, and Daggett Middle School for the School Year 2021-2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at DeZavala Elementary, Greenbriar Elementary, and Daggett Middle School for the School Year 2021-2022

FUNDING SOURCE: *Additional Details*

General Fund 199-61-6299-0FN-999-30-395-000000

COST:

\$118,521

VENDOR:

City of Fort Worth – Park and Recreation

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:

DeZavala Elementary School
Greenbriar Elementary School
Daggett Middle School

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after-school program and services to students at DeZavala Elementary, Greenbriar Elementary and Daggett Middle School for the 2021-2022 school year.

INFORMATION SOURCE:

Cherie Washington

**FOURTH RENEWAL AND THIRD AMENDMENT OF
CITY SECRETARY CONTRACT NO. 49878**

THIS FOURTH RENEWAL AND THIRD AMENDMENT OF CITY SECRETARY CONTRACT NUMBER 49878 (“Fourth Renewal and Third Amendment”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative. City and FWISD are herein referred to individually as a “Party and collectively as the “Parties.”

WHEREAS, on August 1, 2017, City and FWISD entered into an Interlocal Agreement for After School programs to provide academic enrichment programs and other activities to reinforce and compliment the FWISD regular academic programs at Greenbriar Elementary School and DeZavala Elementary School, the same being City Secretary Contract No. 49878 (“Agreement”), which was approved by City Council on September 19, 2017 through M&C: C-28384;

WHEREAS, the Agreement provides that the term may be renewed for five additional one-year periods;

WHEREAS, on October 23, 2018, the Agreement was renewed and extended for an additional one-year period, expiring on July 31, 2019;

WHEREAS, on August 1, 2019, the Agreement was renewed and extended for an additional one-year period, expiring on July 31, 2020 and was amended to include After School programming at a third location, Daggett Middle School;

WHEREAS, on August 1, 2020, the Agreement was renewed and extended for an additional one-year period, expiring on July 31, 2021;

WHEREAS, on June 21, 2021, the FWISD Board of Trustees approved the City as a full-service provider with Fort Worth After School for the 2021-2022 school year;

WHEREAS, the Parties wish to amend the Agreement to institute a total annual reimbursable expenditure for the programs at Greenbriar Elementary School, DeZavala Elementary School, and Daggett Middle School;

WHEREAS, each Party performing governmental functions or in paying for the performance of governmental functions hereunder, will make that performance or those payments from current revenues legally available to that Party;

WHEREAS, each Party finds that the performance of this Agreement is in the common interest of the Parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement;

WHEREAS, it is the collective desire of the Parties to continue their relationship by exercising the fourth renewal option; and

NOWHEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree to the following:

I.

Section 6.1.3 of the agreement is amended to be read as follows:

6.1.3 The total amount of expenditures by the City and the obligation of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds, but in no event shall such amounts exceed \$39,507.00 at Greenbriar Elementary School, \$39,507.00 at De Zavala Elementary School, and \$39,507.00 at Daggett Middle School.

II.

The Parties hereby agree to renew and extend the Agreement for an additional one-year period, effective beginning on August 1, 2021 and expiring on July 31, 2022.

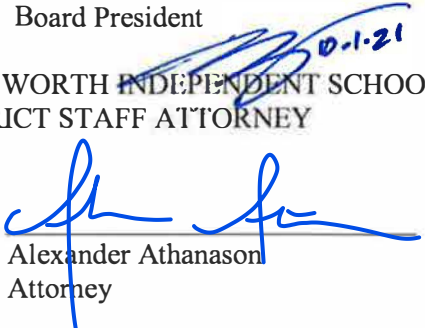
III.

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

2. All terms in this Fourth Renewal and Third Amendment that are capitalized but not defined shall have the meanings ascribed to them in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Renewal and Third Amendment to be effective on August 1, 2021.

<p>CITY OF FORT WORTH:</p> <p>By: _____ Valerie Washington Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Richard Zavala Director Park & Recreation Department</p> <p>By: _____ Sandra Youngblood Assistant Director Park & Recreation Department</p> <p>By: _____ Kelli Pickard Assistant Director Park & Recreation Department</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Nico Arias Assistant City Attorney</p> <p>ATTEST:</p> <p>By: _____ Ronald P. Gonzales Acting City Secretary</p>	<p>FORT WORTH INDEPENDENT SCHOOL DISTRICT:</p> <p>By: _____ Dr. Kent Paredes Scribner Superintendent</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Tobi Jackson Board President</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By:  Alexander Athanason Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: _____ Form 1295: N/A</p>
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CONTRACT COMPLIANCE MANAGER:

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

By:

Sheri Endsley
District Superintendent
Park & Recreation Department

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: **APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES FOR THE SCHOOL YEAR 2021-2022**

BACKGROUND:

The District has collaborated with the City of Fort Worth (“City”) to provide after-school programs since the fiscal year 2000-2001. An Interlocal Agreement that outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2021-2022 school year is attached. This is a renewal agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services for the School Year 2021-2022
2. Decline to Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services for the School Year 2021-2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services for the School Year 2021-2022

FUNDING SOURCE: *Additional Details*

General Fund 199-61-6299-XXX-999-30-395-000000

COST:

\$797,114

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Camp Fire (2):

Diamond-Hill Elementary School	Sam Rosen Elementary School
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City of Fort Worth (4):

The Leadership Academy at Como Elementary School	DeZavala Elementary School
Greenbriar Elementary School	Daggett Middle School

Clayton Y.E.S (10):

George Clarke Elementary School	Meadowbrook Elementary School
Hubbard Heights Elementary School	Luella Merrett Elementary School
M.H. Moore Elementary School	Sagamore Hill Elementary School
Oaklawn Elementary School	Western Hills Primary
T.A. Sims Elementary School	Glen Park Elementary School

YMCA (17):

Charles Nash Elementary School	Kirkpatrick Elementary
Eastern Hills Elementary School	S.S. Dillow Elementary
Washington Heights Elementary	Carroll Peak Elementary
William James Middle School	J.P. Elder Middle School
Lowery Road Elementary School	The Leadership Academy at Maude Logan Elementary School

The Leadership Academy at Mitchell Boulevard	The Leadership Academy at John T. White Elementary
Meadowbrook Middle School	The Phalen Leadership Academy at Jacquet Middle School
Rufino Mendoza Elementary School	Glencrest 6 th Grade
The Leadership Academy at Forest Oak Middle School	

Site-based (7):

Carter-Riverside High School	Arlington Heights High School
South Hills High School	Polytechnic High School
Rosemont Middle School	International Newcomers Academy
Young Women’s Leadership Academy	

RATIONALE:

The Interlocal Agreement constitutes the District’s and the City’s collaboration to provide after-school programs and services to Fort Worth ISD students for the 2021-2022 school year.

INFORMATION SOURCE:

Cherie Washington

INTERLOCAL AGREEMENT
BETWEEN THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT
WORTH
FISCAL YEAR 2022

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, (“City”) acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted independent school district hereinafter referred to as (“District”), acting by and through Dr. Kent P. Scribner, Superintendent, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in City during Fiscal Year 2022 to meet one or more of the Crime Control and Prevention District (“CCPD”) goals, which are: (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs; (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods; and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance; and

WHEREAS, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

WHEREAS, District proposes to continue the Fort Worth After School Program (FWAS) in conjunction with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT DOCUMENTS

The Agreement documents shall include the following:

1. This Interlocal Agreement for the Fort Worth After School (FWAS)
2. Exhibit A – Scope of Work: Project Plan
3. Exhibit B – Budget Narrative Spreadsheet

4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Project Plan Status Report
6. Exhibit E – Quarterly Outcomes Report
7. Exhibit F – Request for Budget Modification Form
8. Exhibit G – Corrective Action Plan Template
9. Exhibit H – Previous Year’s Corrective Action Plan (FY21)

Exhibits “A” through “H”, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A through F and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement control.

DEFINITIONS

City - The term “City” shall include City, and its officers, agents, employees, and representatives.

Distict - The term “District” shall include District, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

Party - The term “Party” shall refer to either City or District.

Parties - The term “Parties” shall refer to both City and District.

1. AGREEMENT

1.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Scope of Work and Project Plan. District shall be responsible for the day-to-day administration of the Fort Worth After School (FWAS). District agrees to spend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”, attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both Parties agree that:

A. A coordinating board shall continue to oversee the implementation and operation of the After-School Program (the “Coordinating Board”). The Coordinating Board shall consist of thirteen (13) positions. Members of the Coordinating Board shall serve no more than two (2) terms of three (3) years each, however, positions with asterisks (*) are permanent board members and will not be affected by the term limit rule. Community members will be selected by the Coordinating Board.

District – Four Positions

1. Representative of the Superintendent, District *
2. Director, Student Discipline and Placement *
3. Executive Director, Leadership *

4. Executive Director, Art Education or Instructional Music or Athletics

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth *
6. Chief of Police, City of Fort Worth or designated representative *
7. Director, Parks and Community Services, City of Fort Worth *
8. Representative of the City of Fort Worth Library Department

Community Members – Five Positions

9. President, Safe City Commission *
10. Director or Assistant Director, Tarrant County Juvenile Services *
11. At-Large Community Member
12. At-Large Community Member
13. At-Large Community Member

At-Large Community members shall have professional experience that includes one or more of the following categories:

- Fort Worth Council of PTAs
- District Advisory Board
- Child Care Management System (CCMS)
- United Way of Metropolitan Tarrant County
- Legal Professions
- Financial Professions
- Health and Wellness Professions
- Marketing/Media Professions
- Foundations or Philanthropy
- Evaluation

The Coordinating Board shall have the following responsibilities:

1. Approve program-wide scope, goals, and objectives;
2. Approve site selection process;
3. Select sites based on selection criteria;
4. Evaluate reported results from campus programs;
5. Evaluate funding needs; and
6. Recommend future direction and standards.

B. The District shall be responsible for day-to-day administration of the FWAS Program and will, at a minimum, employ one (1) Director and two (2) Program Coordinators.

C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or site-based management team provided it includes the principal and representatives of the community, faculty, and student body.

D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall provide an overview and feedback on existing programs and recommendations for improvement.

E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

2. ADMINISTRATION AND RECORDS/REPORTS

A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that results in educational, physical, and social development for elementary and middle school aged children.

1. The associated program goals, performance measures, and activities are listed in Exhibit A.
2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complemented through an inventory and evaluation of existing programs.

B. CITY will:

1. Ensure the implementation of the goals of the After-School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Subject to availability and appropriation, provide funding for the Program pursuant to the amounts identified in Exhibit B.
7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.

C. DISTRICT will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate District students for referral and program participation.
4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation.

7. Provide access to any necessary use of facilities that are conducive for program activities daily, including the use of a telephone.
8. Provide regular program updates to respective Site-Based Management Teams.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure the safety of students in the After-School Program.
13. Provide internal and external evaluation services.
14. Select third-party After-School Program Service Providers. District shall provide the name of each After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that all approved After-School Program Service Providers are in full compliance with this Agreement.

3. RECORDS AND TRAINING

A. Records to be submitted to CITY by DISTRICT:

1. The District shall annually submit:
 - a. A list of participating schools. The list shall include a contact person for each campus, a telephone number, and e-mail address;
 - b. Current school year calendar;
 - c. Discipline Policy;
 - d. Staff Training Schedule;
 - e. Student Enrollment Procedure;
 - f. Student Recruitment Procedure; and
 - g. Lesson plans, to include planned annual/monthly schedule of activities.
2. The District shall submit monthly:
 - a. Monthly Project Plan Status Report, showing success in meeting goals and measurements as outlined in Exhibit A – Project Plan.
 - b. Attendance records shall be taken daily and submitted monthly and shall include:
 - 1) Number of students registered or enrolled; and
 - 2) Participation – average daily attendance.
 - c. Coordinating Board meeting schedule and minutes.

B. Records to be maintained on site:

1. Participant registration;
2. Parental consent forms;

3. Written Safety Policy and Procedures;
4. Disciplinary actions; and
5. Staff training records.

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-Program
2. Mid-Year
3. Post program

4. Responsibilities of District

4.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Project Plan, attached, and incorporated herein for all purposes incident to this Agreement. District shall be responsible for the day-to-day administration of the Fort Worth After School Program. District agrees to expend the Program Funds in accordance with its Fort Worth After School Program budget, described in Exhibit “B”, attached. Program activities shall be reported in accordance with Exhibit “D”, attached, and quarterly outcomes shall be reported in accordance with Exhibit “E”, attached.

4.2 District shall be responsible for the enforcement of these responsibilities on any After School Program Service Providers that are selected by the District. The District shall include the same Project Plan Status Reports and Quarterly Outcomes Reports in any After School Program Service Providers Contracts that District enters into associated with the funds provided through this Agreement. The City will be provided with copies of all executed agreements between the District and any After School Program Service Providers within five (5) days of their execution.

5. Program Funds

5.1 In no event shall the total distribution from City made to the District during the Term of this Agreement exceed the total sum of \$1,495,000.00 (“Program Funds”).

5.2 Payment of the Program Funds from City to District shall be made on a cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR), as described in Exhibit “C” along with copies of all receipts and other supporting documentation. District shall deliver to City a written detailed Project Plan Status Report and Quarterly Outcomes Report as described in Section 7.2 below with each RFR to support the expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District. The RFR and Project Plan Status Report shall be submitted to City no later than the 15th day following the end of the month. If this obligation of District falls due on a weekend or Federal holiday, then that obligation shall be due on the next business day following such weekend day or Federal holiday. Submittal of a monthly RFR Project Plan Status Report and Quarterly Outcomes Report is required even if services are not provided.

Each monthly RFR should be sequentially numbered and include expense documentation that is

legible, detailed, clear, and concise. The submitted RFR shall include monthly and quarterly reports as applicable. Submissions must be scanned and submitted to the Grants and Program Management Section of the Fort Worth Police Department. Submissions should be titled "Fort Worth Independent School District RFR Month" and sent either via email to PSM@fortworthtexas.gov or via mail addressed as such: **ATTENTION: Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115**. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Project Plan Status Report from the District. Additionally, a Quarterly Outcomes Report is required as described in section 4.2 and must be approved prior to reimbursements. Reimbursements shall be made within 30 days of receipt of said documents. Incomplete or incorrect submissions shall be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

5.3 District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, District must submit the Request for Budget Modification Form (Exhibit "F") to City, with the monthly RFR, during the month the modification took place. The request must include justification for modification to the budget, and the new modified budget cannot exceed the total amount of Program Funds.

5.4 Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be submitted, and the request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.5 Any modifications to zero line-items in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be completed and approved by City before the money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.6 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or equipment that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District's policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

5.7 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit "B" of this Agreement or an approved budget modification form.

5.8 The District will be responsible for imposing the same program funding requirements as listed in Section 5 of this Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs and will report any Budget Modifications that an After-School Program Service Provider makes to the City.

5.9 Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versa. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 2.3, 2.4, and 2.5.

5.10 Request for Budget Modification Form (Exhibit "F") shall be submitted via either email to PSM@fortworthtexas.gov or via mail addressed to the **Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex at 505 W. Felix St., Fort Worth, Texas, 76115.**

6. Term

This Agreement shall commence upon October 1, 2021 ("Effective Date"), and shall end on September 30, 2022 ("End Date"). All of the District's expenditures under this Agreement must be completed no later than September 30, 2022. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been received by the District.

7. Program Performance

7.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit "A."

7.2 District agrees to provide a monthly Project Plan Status and Quarterly Outcomes Report to document the performance of the work described in Exhibit "D" and Exhibit "E," respectively. The Project Plan Status and Quarterly Outcomes Report shall document the program activity names, numbers of participants attending, details of the activities, and a description of the goals achieved in support of the CCPD goals. Quarterly Outcomes Report shall be reported on a quarterly basis and included in the January, April, July, and October RFR and Project Plan Status Report submittals. Additionally, the Quarterly Outcomes Report must include descriptions of any realized successes, and zip code data for unduplicated participants. The monthly Project Plan Status and Quarterly Outcomes Report shall be submitted to City no later than the 15th day after the end of each month.

7.3 District agrees that the monthly Request for Reimbursement and Project Plan Status and Quarterly Outcomes Report will be submitted to City no later than the 15th day after the end of each month. Should District not be able to meet these requirements in a given month, the District shall provide written notification prior to the deadline that details the expected date of submission. If no notification is received before the 15th day, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding.

7.4 District agrees to complete a Corrective Action Plan (“CAP”) in the event of three (3) consecutive months or six (6) non-consecutive months with incomplete or incorrect submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report. District agrees to complete a Corrective Action Plan for recurring late submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report, or for failing to take corrective actions and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the District will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit “G”.

7.5 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

7.6 After-School Service Provider Program Performance. The District will be responsible for imposing the same program performance requirements as listed in this section of Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs.

8. Default and Termination

8.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. In the event that funds from the CCPD are not received in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

8.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 8.3.

8.3 Termination will be effected by delivering to District written notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District’s receipt of notice of termination, District shall:

- (a) Stop any work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for the completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for the completion of the work not terminated.

8.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District’s remedy shall be the reinstatement of this Agreement, and reimbursement for any amount, due under the Agreement. District expressly waives any and all rights to monetary damages, including but not limited to

actual, consequential, and punitive damages, court costs, and attorney's fees.

8.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

9. Equipment and Maintenance

All equipment purchased with Program Funds must meet all eligibility requirements of the City. District shall maintain all equipment used in the administration and execution of Fort Worth After School (FWAS). District shall maintain, replace, or repair any item of equipment used in support of the Fort Worth After School (FWAS), or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement, or repair of any equipment used in support of Fort Worth After School (FWAS) and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of Fort Worth After School (FWAS). Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Grants and Program Management Section at the address set forth in paragraph 2.2 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

10. Administrative Requirements

10.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit at any time any and all such records relating to operations of District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon demand by City, shall make such records readily available for investigation, examination, and audit. In the event of such audit by City, a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If the funding recipient is already obtaining a general audit of its financial matters by an independent third party, that audit may be used to satisfy this requirement so long as it specifically includes a

separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

10.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future agreement(s) with District.

10.3 If, as a result of an audit, it is determined that District misused, misapplied, or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied, or misappropriated, plus the amount of any reasonable sanction, penalty, or other charge levied against City because of such misuse, misapplication, or misappropriation.

10.4 District's obligation to City shall not end until all closeout requirements are completed. The closeout requirements shall include but are not limited to: (1) providing final Project Plan Status Report and Quarterly Outcomes Report; (2) making final payments; and (3) disposing of Fort Worth After School (FWAS) assets as appropriate, if deemed required by the City in its sole discretion.

10.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement, and work to be performed by District under this Agreement and City shall have access at all reasonable hours to offices and records of District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring.

10.6 Throughout the term of this Agreement and for up to three months after its expiration, the City may periodically request, and the District will be required to provide, information for the purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding. Requested information will consist solely of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

10.7 If the District maintains the information the City is requesting, the District shall provide the requested information to the City within 30 days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District shall begin collecting such information as of that date, shall provide an initial response regarding that information within sixty days, and shall thereafter update that information on request.

10.8 If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

Section 10 shall survive the expiration or termination of this Agreement.

11. Independent Contractor

11.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of respondent superior shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of District, and any program participants hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

11.2 City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed, or in any way damaged.

12. Liability and Indemnification

To the extent allowed by law and without the waiver of any immunity or defense, each of the Parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 12, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

Section 12 shall survive the expiration or termination of this Agreement.

13. Non-Assignment

No assignment or delegation of duties under this Agreement by District shall be effective

without City's prior written approval.

14. Prohibition Against Interest

14.1 No member, officer, or employee of the City, or its designees or agents; no member of the governing body of the locality in which the Fort Worth After School (FWAS) is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Fort Worth After School (FWAS) during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all District and subcontracts hereunder.

14.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by the City of Fort Worth.

15. Nondiscrimination

15.1 In accordance with the federal, state, and local laws and ordinances, District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory or ordinance exception.

15.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

16. Compliance

16.1 District, its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City calls to the attention of District in writing to any such violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

16.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City calls the attention of District in writing to any

such violations on the part of District or any of its officers, members, agents, employees, program participants, or subcontractors, then District shall immediately desist from and correct such violation.

17. Waiver of Immunity

The parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Agreement.

18. Insurance Requirement

18.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis OR split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident, and \$100,000 Property Damage.
- (d) Any other insurance the City may reasonably require to protect the interest of the City.

18.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to the satisfaction of the City's Risk Manager.

18.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

18.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

19. Miscellaneous Provisions

19.1 The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or Federal

or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

19.2 City's failure to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely upon any such term or right on any future occasion.

19.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

19.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

19.5 This written instrument and the exhibits attached hereto constitute the entire agreement between the parties concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each Party.

19.6 All notices required or permitted by this Agreement must be in writing and deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: Jesus Chapa, Deputy City Manager
City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

Copies To: Contract Compliance Specialist
Financial Management Division
Bob Bolen Public Safety Complex
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
Attn: Police Contracts
200 Texas Street
Fort Worth, TX 76102

DISTRICT: Kent P. Scribner Superintendent

Fort Worth Independent School District
100 N. University Dr.
Fort Worth, TX, 76107

Copies To: Office of Legal Services
100 N. University Dr.
Fort Worth, TX 76107

19.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

19.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19.9 District is required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be in compliance with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. District will be responsible for conducting criminal background screening and maintaining appropriate records, which will be subject to review by the City.

19.10 The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

19.11 The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

19.12 District shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District employee who is not legally eligible to perform such services. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this _____ day of _____, 20__.

APPROVED AND AGREED FOR CITY OF FORT WORTH

APPROVED AND AGREED FOR FORT WORTH ISD  10-12

Jesus J. Chapa
Deputy City Manager

Kent P. Scribner
Superintendent

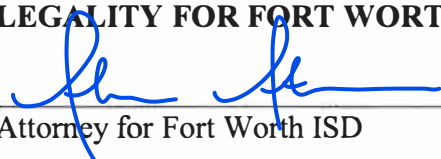
Date: _____

Date: _____

APPROVAL RECOMMENDED

APPROVED AS TO FORM AND LEGALITY FOR FORT WORTH ISD

Neil Noakes
Chief of Police



Attorney for Fort Worth ISD

Date: _____

Date: 10/5/2021

APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH

ATTEST

Assistant City Attorney

City Secretary

Date: _____

Date: _____

M&C No.
1295 CERTIFICATION: N/A

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

Contract Compliance Manager

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: APPROVE RESOLUTION OF THE BOARD OF TRUSTEES OF
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT REGARDING
A LOCAL REMOTE LEARNING PROGRAM**

BACKGROUND:

Senate Bill 15 (SB 15) from the 87th Texas Legislature, Second Called Session, permits districts to operate a local remote learning program in accordance with certain statutory requirements. A district can offer a local remote learning program that provides virtual courses through synchronous instruction, asynchronous instruction, or a combination of both types of instruction. This resolution, which has the effect of board adopted policy, approves the provision of virtual courses through both synchronous and asynchronous instruction. The resolution further exempts students from the minimum attendance requirements for the award or credit or a final grade and the application of policy FEC(LOCAL). This exemption is only for certain courses offered in the remote learning program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Regarding a Local Remote Learning Program
2. Decline to Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Regarding a Local Remote Learning Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Regarding a Local Remote Learning 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:

Office of Innovation

RATIONALE:

Fort Worth ISD is committed to provide a temporary virtual learning option for families that may have a student or family member with a compromised immune system or are otherwise medically unable to attend school due to the risk of exposure and/or contraction of the COVID-19 coronavirus. The approval of this resolution allows the District to meet the requirements needed to operate a remote learning program under SB 15.

INFORMATION SOURCE:

David Saenz

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT REGARDING A LOCAL REMOTE LEARNING
PROGRAM**

WHEREAS, pursuant to Education Code 29.9091, a district may operate a local remote learning program in accordance with the statutory requirements; and

WHEREAS, pursuant to Education Code 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction, and proposed amendments to the Student Attendance Accounting Handbook provide that a board-approved local policy determines which instructional methods and attendance-taking methods the district will use; and

WHEREAS, pursuant to Education Code 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program provided under Education Code 29.9091.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District through this resolution, which has the effect of board-adopted policy, approves the following provisions:

- The Board authorizes the District to operate a local remote learning program as permitted by law and employ the following instructional and attendance-taking methods in providing its remote learning program:
 - A combination of remote synchronous and asynchronous instruction, with daily attendance for synchronous instruction taken at 10:00 am and attendance for asynchronous instruction determined through a daily attendance measure as described in the District’s asynchronous instructional plan.
- An eligible student participating in the District’s local remote learning program is exempt from the requirements of Education Code 25.092 regarding minimum attendance for award or credit or a final grade and the application of policy FEC(LOCAL) for the following courses offered in the remote learning program:
 - 6th Grade ELA 0041
 - 6th Grade Math 0200
 - 6th Grade Social Studies 0331
 - 6th Grade Science 0300
 - 6th Grade Health/PE 0174
 - 7th Grade ELA 0042
 - 7th Grade Math 0202
 - 7th Grade Social Studies 0336
 - 7th Grade Science 0304

o 8 th Grade ELA	0043
o 8 th Grade Math	0203
o 8 th Grade Social Studies	0337
o 8 th Grade Science	0305
o Art	0001
o Spanish	4079
o English I A	3011A
o English I B	3011B
o English II A	3013A
o English II B	3013B
o English III A	3015A
o English III B	3015B
o English IV A	3017A
o English IV B	3017B
o World Geography A	8011A
o World Geography B	8011B
o World History A	8033A
o World History B	8033B
o US History Recon A	8056A
o US History Recon B	8056B
o US Government	8076T
o Economics	8096T
o French I A	4131A
o French I B	4134B
o French II A	4133A
o French II B	4133B
o Spanish I A	4071A
o Spanish I B	4071B
o Spanish II A	4073A
o Spanish II B	4073B
o Algebra I A	7051A
o Algebra I B	7051B
o Geometry I A	7071A
o Geometry I B	7071B
o Math Mod w/ App IA	7052A
o Math Mod w/ App IB	7052B
o Algebra II A	7053A
o Algebra II B	7053B
o Pre-Calculus A	7121A
o Pre-Calculus B	7121B
o IPC A	7532A

- o IPC B 7532B
- o Biology A 7572A
- o Biology B 7572B
- o Chemistry A 7592A
- o Chemistry B 7592B
- o Physics A 7614A
- o Physics B 7614B
- o Earth/Space Sci A 7538A
- o Earth/Space Sci B 7538B
- o Environ. Systems A 7676A
- o Environ. Systems B 7676B
- o Bus Info Management A BA11412A
- o Bus Info Management B BA11412B
- o Pers. Financial Lit. 8145T
- o Princ. Of Bus. Mar&Fin BA11201A
- o Princ. Of Bus. Mar&Fin BA11201B
- o Money Matters A FN16201A
- o Money Matters B FN16201B
- o Psychology 8125T
- o Sociology 8117T
- o Art I A 1010A
- o Art I B 1010B
- o Health 5001T
- o Found. /Ph Fitness (PE) 5050T
- o Communication App 3126T

The Authority granted by this resolution shall apply for the 2021–2022 school year unless the Fort Worth Independent School District Board of Trustees takes further action.

Adopted on this **28th** day of **September, 2021**, by the Fort Worth Independent School District Board of Trustees.

By:

Tobi Jackson, President, Board of Trustees
Fort Worth Independent School District

ATTEST:

Carin Evans, Secretary, Board of Trustees
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: APPROVE ADDENDUM TO THE CONSULTANT SERVICE CONTRACT
FOR ADDITIONAL WEB-BASED PROGRAMS TO SUPPORT
LEARNING LOSS AND REINFORCE SKILLS LEARNED**

BACKGROUND:

The Special Education Department is requesting the contract addendum to provide additional supplemental curriculum for the specialized classrooms to remediate student loss of learning, increase rigor and allow for student opportunity for reinforcement of skills learned. The Department has contracted web-based programs that are vertically aligned with the Texas Essential Knowledge and Skills (TEKS) to provide curriculum support to the specialized classrooms. The web-based programs currently used are Unique Learning System, News-2-You and Symbol Stix approved by the Board on July 27, 2021 (L3 Skills was included for Boulevard Heights only). The addendum is to expand the L3 Skills software to provide additional practice in a variety of learning games that can be utilized in the Early Childhood Special Education (ECSE) and Reaching Independence through a Structured Environment (RISE) classrooms and at home.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Addendum to the Consultant Service Contract for Additional Web-Based Programs to Support Learning Loss and Reinforce Skills Learned
2. Decline to Approve Addendum to the Consultant Service Contract for Additional Web-Based Programs to Support Learning Loss and Reinforce Skills Learned
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Addendum to the Consultant Service Contract for Additional Web-Based Programs to Support Learning Loss and Reinforce Skills Learned

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-001-514-23-229-000000

COST:

\$20,274.48

VENDOR:

N2Y, LLC

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:

Special Education Department

Specialized Classrooms Across the District: Early Childhood Special Education (ECSE) and Reaching Independence through a Structured Environment (RISE)

RATIONALE:

To remediate the loss of learning during the COVID-19 pandemic, supplement the curriculum to ensure all students have the opportunity to meet the Individualized Education Program (IEP) goals and objectives.

INFORMATION SOURCE:

Marcey Sorensen



Quote No.	Opportunity No.	Date
Q-74585	OPP-144449	9/16/2021

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Jacqueline Lindloff jacqueline.lindloff@fwisd.org

Bill To	Ship To
Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107	Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107

Date	Payment Terms	RFP / Contract #	Purchase Order
9/16/2021	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
174	L3S	L ³ Skills™	New		10/27/2021	9/5/2022	\$116.52	\$20,274.48

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$20,274.48
Sales Tax: \$0.00
Total: \$20,274.48

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-74585	OPP-144449	9/16/2021

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-74585** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Jake Istnick
Account Executive
jistnick@n2y.com
(419) 433-9800 ext. 1159

ATTACHMENT B

CONSULTANT SERVICE CONTRACT ADDENDUM

This Consultant Service Contract Addendum ("Addendum") is made a part of the Consultant Service Contract dated August 19, 2021 between the Fort Worth Independent School District, a political subdivision of the State of Texas, hereto duly authorized ("District"), and N2Y, LLC ("Consultant"). The District and Consultant will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original contract.

Subsection 3.1 of the Consultant Services Contract is hereby amended to reflect a change in the compensation of Consultant from an amount NOT TO EXCEED \$174,324.09 to an amount NOT TO EXCEED \$194,598.57.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

FOR DISTRICT:

Signed: Dolores Missy Heady, Ed.D.
Name: Dolores Missy Heady, Ed.D.
Title: Director, Special Education
Date: 9-17-2021
Req. # _____

FOR CONSULTANT:

Signed: _____
Name: _____
Title: _____
Date: _____

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: 09/30/2021

Other: _____

(Social Security/Employer ID Number)

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: **APPROVE PURCHASE OF ADDITIONAL LICENSES FOR TRAINING MANAGEMENT SYSTEM**

BACKGROUND:

On July 27, 2021, the Board of Trustees approved a purchase of \$61,183.76 for SafeSchools. This District-wide training management system provides an online platform of self-paced courses for required compliance training for all District personnel. Through Career and Technology Education (CTE), students attend courses that lead to Educational Aide certification. This request is for 350 additional licenses to allow students that participate in this certification program to complete the compliance courses in the training management system.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Additional Licenses for Training Management System
2. Decline to Approve Purchase of Additional Licenses for Training Management System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Additional Licenses for Training Management System

<u>FUNDING SOURCE</u>	<i>Additional Details</i>
General Fund	199-11-6399-001-999-11-346-000000

COST:

\$3,010

VENDOR:

Scenario Learning, LLC d/b/a Vector Solutions

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Network of North Texas (EPCNT) Keller ISD 2105-13. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District - Wide

RATIONALE:

Approving this request will allow students that participate in this certification program to complete the compliance courses in the training management system.

INFORMATION SOURCE:

Marlon Shears



Quote ID
Q-122546

Valid Until
October 31, 2021

Contact Name
Andrew Deitschel

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed on **August 8, 2018** between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Tuesday, September 21, 2021

Client Information

Client Name: Fort Worth Independent School District	
Address: 100 N University Dr Fort Worth, TX 76107-3010	
Primary Contact Name: Bobbi Levine	Primary Contact Phone: 817.814.1510

Agreement Term

Effective Date: 08/30/2021	Initial Term: 12 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Aracely Chavez			
Billing Address: 100 N University Dr Fort Worth, Texas 76107-3010		Billing Phone: (817) 814-3433	
Billing Email: aracely.chavez@fwisd.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLSST	Employee Safety and Compliance Library	SST for Students	350	\$8.60	\$3,010.00

Grand Total: \$3,010.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Fort Worth Independent School District
100 N University Dr
Fort Worth, TX 76107-3010

By: _____

By: _____

Printed Name: Justin Moore

Printed Name: Bobbi Levine

Title: K-12 Director of Sales

Title:

Date: _____

Date: _____



2105-13

Scenario Learning DBA Vector Solutions Supplier Response

Event Information

Number: 2105-13
Title: Technology Related Products, Services, Supplies & Software
Type: RFP
Issue Date: 4/14/2021
Deadline: 5/27/2021 02:00 PM (CT)
Notes: ***This RFP is for a general Technology Related Supplies, Services, Supplies & Software discount proposal. There are no specific items listed. This proposal is to build our vendor base for related items to purchase on an as needed basis.***

This is an annual proposal. The length of the contract awarded shall be June 21, 2021 expiring on June 30, 2022.

Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. EMAILED AND/OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED. This proposal will be Multi-Vendor awarded. This is a general CATALOG DISCOUNT BID, no specific items have been included.

Contact Information

Contact: Teresa Hilario
Address: Purchasing

128

350 Keller Parkway
Keller, TX 76248

Phone: 817 (744) 1137
Fax: 817 (745) 1706
Email: teresa.hilario@kellerisd.net

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE WORKABILITY PROGRAM FOR SPECIAL EDUCATION STUDENTS

BACKGROUND:

Fort Worth Independent School District (FWISD) will partner with Tarrant County My Health and My Resources, Texas Workforce Commission, and the Cintas Corporation to provide a yearlong internship program centered on authentic work-based instruction and applications. Eligible students are those identified with disabilities enrolled in Grade 12+ and will have completed academic content and assessment requirements. The program is meant to establish and refine one (1) or more identified post-secondary transition goals required to enable students to move seamlessly from high school into integrated competitive employment. This is a program renewal with a new host site-Cintas Corporation. FWISD will utilize the curriculum provided by Children’s Hospital Medical Center to provide instruction and training to participating students.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Workability Program for Special Education Students
2. Decline to Approve Workability Program for Special Education Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Workability Program for Special Education Students

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6299-001-035-23-229-000000

COST:

\$300

VENDOR:

Children’s Hospital Medical Center

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Arlington Heights High School	Amon Carter-Riverside High School
Diamond Hills-Jarvis High School	Eastern Hills High School
Polytechnic High School	South Hills High School
Western Hills High School	O.D. Wyatt High School

RATIONALE:

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with disabilities. Project Search is a transition program that facilitates competitive employment for students with disabilities enrolled in Grade 12+.

INFORMATION SOURCE:

Marcey Sorensen



Agreement of Roles and Responsibilities for Project SEARCH

The Parties to this Agreement are:

- The Host Business- Cintas Corporation (3450 Northern Cross Blvd, Fort Worth, 76137)
- Educational Partner- Fort Worth Independent School District (FWISD)
- Supported Employment Agency; Local Authority/Long Term Follow Along Agency-Tarrant County My Health My Resource (MHMR)
- Vocational Rehabilitation Services Agency-Texas Workforce Commission

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a High School Project SEARCH Transition program at Cintas (host business) for students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled Project SEARCH at Cintas. It is modeled after Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities;

The Parties agree to the following roles and responsibilities.

A. The Host Business Cintas will:

- Provide at the Cintas facility located at 3450 Northern Cross Blvd in Fort Worth, 76137, classroom space (with white board or chalk board, small tables to be used as student work area, chair, locked cabinet for student files; computer connections); instructor space (separate if possible) with telephone, fax, photocopy equipment, supplies, computer and email access.
- Cintas will provide classroom/meeting space for the interns. It is understood that there will be occasions when the space may be needed for Cintas activities. When the regular meeting space is not available, the class may be assigned elsewhere in the facility.
- Cintas will identify eight to ten different work opportunities for intern development with additional sites added as needed.
- A Cintas representative will participate in the monthly steering committee meetings or any additional meetings as needed.
- Cintas will provide uniforms of their choice that include the Cintas Project SEARCH logos to readily identify the interns from the Cintas partners.
- Cintas partners will orientate employment specialists to positions with the corporation and teach them how to perform those job duties so in turn, the employment specialists may teach them to the interns.
- Cintas partners will give regularly-scheduled feedback on interns' job performance no less than every 6 weeks and/or as needed
- Cintas will host a get-acquainted meeting with the interns, their parents/guardian and Project SEARCH Staff to tour Cintas prior to the beginning of each Project SEARCH term.

- **Cintas' main contact personnel and any other Cintas partners of their choosing will participate in the first day of the two-day training class taught by the National Project Search Staff/designee. The date will be determined and in keeping with the Project SEARCH Annual Timeline document developed each year.**
- **Cintas, with the pre-approval of all collaborating partners (Project SEARCH) will prepare social media and press releases to other Cintas locations. Photo releases will be provided by Fort Worth ISD in collaboration with Project SEARCH.**
- **Provide security to the students and instructional spaces classroom space at the same level provided to other areas and personnel at the Host Business; take all efforts to keep information in student and teacher files confidential and indemnify and hold harmless FWISD from any and all damages caused by failure of the Host Business to adequately secure the classroom space.**
- **Provide a business liaison that is available to assist with identifying departments within Cintas interested in working with the Project SEARCH Interns and program development. The business liaison will introduce the Fort Worth Project SEARCH staff (FWISD - Project SEARCH Teacher, FWISD Transition Specialist/VAC, appropriate Cintas Staff, and MHMR Skills Trainer) to the Cintas departments, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the FWISD - Project SEARCH Teacher to reinforce workplace rules.**
- **Identify participating departments and a point of contact in each department for the purpose of teaching competitive, marketable skills to the Student Interns.**
- **Facilitate task analysis of the jobs in these departments for the Project SEARCH staff.**
- **Provide access to hiring opportunities if a Student Intern (SI) is appropriate for an internal job opening.**
- **Provide badges and parking access for Project SEARCH staff and student interns as needed.**
- **Provide the department's point of contact person an opportunity to give direction, feedback and participate in the evaluation of the Student Interns during the Interns' departmental rotations.**
- **Provide access to conference space for Open Houses and Meet /Greet Gatherings.**
- **Provide assistance to the Project SEARCH partners through the marketing department, including marketing materials and public relations expertise.**
- **Provide and issue parent indemnification forms for each Student intern.**
- **Participate as an active partner of the Fort Worth Project SEARCH Advisory/Steering Committee (Cintas, FWISD, TWC, Mental Health and Mental Retardation of Tarrant County and Parent Advisor) in establishing Project SEARCH Student Intern eligibility guidelines and the selection of new Student interns.**

2 - PS Agreement

B. The Educational Partner (FWISD) will:

- **Facilitate Student Intern recruitment activities.**
- **Participate as an active partner of the Fort Worth Project SEARCH Advisory Committee (Cintas, FWISD, TWC, MBMR, and the Parent Advisors) in establishing eligibility guidelines and the selection of new Student Interns.**
- **Communicate the selections and recommendations of each student considered by the Fort Worth Project SEARCH Interview Committee as eligible for the program to the campus-based Transition Specialist/VAC.**
- **Coordinate and schedule ARD meetings required for consideration of requests to change placement for each recommended Student Intern.**
- **Provide a Special Education Teacher with transition experience to coordinate/teach curricular content for the program.**
- **Provide a Teacher Assistant to support instructional needs of Student Interns.**
- **Provide and assign a part-time Transition Specialist with both classroom and vocational experience to the program along with additional instructional support staff as FWISD deems to be necessary in order to carry out the individual plans of the Student interns in an efficient and safe manner.**
- **Develop and provide curriculum and instructional materials that center on employability skills, functional academics, transition, job development and job readiness. Project SEARCH Curriculum approved by the Ohio Department of Education can be adapted and used if necessary and/or desired. FWISD Career Exploration and Development Curriculum and instructional materials will be used in conjunction with the Project SEARCH Curriculum.**
- **Collaborate with Cintas, TWC, and MHMR in identifying Cintas participating departments that will provide the rotations for the Interns. Each Intern should complete a minimum of two rotations in the identified departments before job placement may be considered; all other Student Interns will enroll and/or complete a third rotation.**
- **Provide instructional materials, technology (student and instructional staff) and other academic supports required to facilitate learning in an off-campus instructional arrangement.**
- **Collaborate with the departmental point of contact person at Cintas to identify the required skills for each job and subsequently conduct a task analysis for each job. Each Student Intern's individualized learning style will be given full consideration when formulating job-related instructional plans.**
- **Provide training to Cintas employees from the identified departments who will be associated with the Student Interns. This staff development will target key strategies, approved practices, procedures and accommodations for supporting individuals with disabilities.**

3 - PS Agreement

- **Provide expertise in adaptations and accommodations as needed for Student Interns and assure implementation of the same.**
- **Maintain on-going monitoring, assessments and records on each Student Intern relating to mastery of skills, progression or regression for job tasks in each department/rotation. Collect data on Student Intern outcomes and report to all partners at regularly scheduled Employment Planning meetings.**
- **Coordinate Employment Planning meetings and ARD meetings by inviting Project SEARCH team members and family members of each Student Intern to attend and participate in the meetings.**
- **Facilitate family involvement activities (Example: Open House).**
- **Provide travel training for Student Interns as necessary.**
- **Provide student liability insurance and provide a Certificate of Insurance to the Cintas, (\$1,000,000 in general liability coverage, \$1,000,000 in automobile liability, and workers' compensation insurance) that shall hold harmless and indemnify Cintas. Once issued by Cintas, provide a signed parent indemnification form for each Student Intern.**
- **FWISD Special Education Director for Transition Services or designee will serve as the Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.**
- **Provide information to appropriate media to promote "Fort Worth Project SEARCH" in keeping with prop-am expectations and legal requirements as defined by each partner.**
- **Provide input regarding Project SEARCH entrance criteria and guidelines. Select students as participating partners of the Project SEARCH Selection Committee.**
- **Work collaboratively with the Project SEARCH team to ensure fidelity to the national Project SEARCH model.**
- **Ensure data sharing requirements for the district are maintained.**

C. TWC will:

- **Maintain a contract with Tarrant County My Health My Resources (MHMR).**
- **Fund a Skills Trainer/Job Developer per policy to work with interns through successful integrated employment (the position and duties are funded by a contract between MHMR and TWC). The Skills Trainer/Job Developer will work with eligible Student Interns who participate in Project SEARCH at Cintas facility.**
- **Provide expertise and assistance in adaptation and job accommodations.**
- **Provide additional support and accommodations, such as sign language interpreters and bus passes.**
- **Provide input regarding Project SEARCH entrance criteria and guidelines. Select students as participating partners of the Project SEARCH selection committee.**
- **Ensure that each Student Intern meets TWC eligibility requirements for competitive integrated employment.**
- **Attend steering committee meetings to discuss and evaluate program progress.**

4 - PS Agreement

- **Participate in Interns' employment planning meetings.**
- **Work collaboratively with the Project SEARCH team to ensure fidelity to the national Project SEARCH model.**

D. Local Agency and Supported Employment Agency- MHMR will:

- **Provide a representative to assist with planning and implementation efforts. The representative will ensure Project SEARCH moves forward within the framework of the Project SEARCH timeline and will assist in any way necessary to facilitate success of Project SEARCH.**
- **Provide on-site Skills Trainer at host site job placement and retention services up to 90 days. An alternate Skills Trainer will also be identified and trained in the event the assigned Skill Trainer is unable to report to the site.**
- **Work collaboratively with the Project SEARCH team to Identify Project SEARCH internship opportunities, perform job analysis and ensure fidelity to the national Project SEARCH model.**
- **Provide expertise in adaptations and accommodations. Implement as necessary.**
- **Provide input regarding Project SEARCH entrance criteria and guidelines. Select students as a participating partner of the Project SEARCH Selection Committee.**
- **Appoint a representative to serve on the Project SEARCH Selection Committee.**
- **Work collaboratively with TWC to transition students to the agency of choice to obtain adult IDD services.**
- **Monitor and provide skills training services to student interns for three rotations; report student interns progress, outcomes and recommendations to the Project SEARCH team.**
- **Attend monthly meetings to share information, discuss outcomes and evaluate Student Intern's progress, work site behavior and performance with the Project SEARCH team; make recommendation for needed changes.**
- **Enter placement and Information in the national database.**
- **Assist with public relations activities to promote Project SEARCH at Cintas.**
- **Performs duties within the scope of the Services Authorization received from TWC. Services will not be provided without active Service Authorization In place for each student.**
- **Use commercially reasonable efforts to assist with public relations activities to promote Project SEARCH.**
- **Work collaboratively with the Project SEARCH team to ensure fidelity to the national Project SEARCH model.**

III. Measurable Objectives:

All Parties will work collaboratively to:

- **Provide internship opportunities for a targeted minimum of 10-12 student participants with developmental disabilities per school year starting in 2021-2023 school year.**
- **Obtain employment for each Student Intern who completed the Project SEARCH program.**
- **Develop a minimum of 6 to 12 internship sites with Cintas identified departments during the first school year of the program, and continue to develop work sites at Cintas as the program progresses.**
- **Ensure all partners are supported in publicizing program activities with a minimum of two written materials and/or two public presentations.**
- **Participate in Internship orientation programming.**

IV. Period of Agreement:

The effective date of this Agreement will begin 7/1/2021 through 6/30/2023, provided that at the end of the MOU term this agreement will auto-renew for another one (1) year period, unless either party provides a 30-day written notice to the other parties.

This MOU can be terminated for convenience by either party after providing a 30-day notice.

V. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

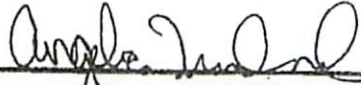
Signatures/Titles:

Scott W. Adamson

CINTAS CORPORATION REPRESENTATIVE

6-29-2021

DATE



FORT WORTH INDEPENDENT SCHOOL DISTRICT REPRESENTATIVE

7/14/21

DATE

Cheryl Fadden

TEXAS WORKFORCE COMMISSION REPRESENTATIVE

6-14-2021

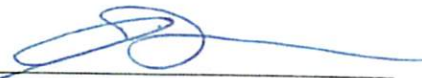
DATE

Susan Garnett

TARRANT COUNTY MY HEALTH AND MY RESOURCES REPRESENTATIVE


6-11-2021

DATE



Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Dr. Marcey Sorensen
Chief Academic Officer



Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE APPRAISERS FOR THE TEXAS TEACHER EVALUATION AND SUPPORT SYSTEM (T-TESS) APPRAISAL SYSTEM CERTIFIED SINCE SEPTEMBER 17, 2021

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees. 19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

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

The selection criteria for second appraisers is as follows:

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

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

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the Texas Evaluation and Support System (T-TESS) Appraisal System Certified Since September 17, 2021
2. Decline to Approve Appraisers for the Texas Evaluation and Support System (T-TESS) Appraisal System Certified Since September 17, 2021
3. Remand to Staff for Further Study

FWISD Administrators to be Board Certified - October 26, 2021

Loc # - Campus	Position	First Name	Last Name
001 Carter-Riverside HS	Assistant Principal	Irma	Natoli
001 Carter-Riverside HS	Assistant Principal	Marron	McWilliams
001 Carter-Riverside HS	Assistant Principal	Stephen	Jones
001 Carter-Riverside HS	Principal	Victor	Alfaro
002 Arlington Heights HS	Assistant Principal	Anahi	Esparza
002 Arlington Heights HS	Assistant Principal	Edgar	Gonatices
002 Arlington Heights HS	Principal	Sarah	Weeks
002 Arlington Heights HS	Assistant Principal	Scott	Runyan
002 Arlington Heights HS	Assistant Principal	Stanley	Johnson
002 Arlington Heights HS	Assistant Principal	Wendy	Teer
003 South Hills HS	Assistant Principal	Amanda	Bradley
003 South Hills HS	Assistant Principal	Dale	Daniel
003 South Hills HS	Assistant Principal	Jennifer	Kleiber
003 South Hills HS	Assistant Principal	Michael	Mihalik
003 South Hills HS	Principal	Rodrigo	Durbin
004 Diamond Hill-Jarvis HS	Assistant Principal	Andrew	Zachry
004 Diamond Hill-Jarvis HS	Assistant Principal	Elsie	Wartelle
004 Diamond Hill-Jarvis HS	Principal	James	Garcia

FWISD Administrators to be Board Certified - October 26, 2021

004 Diamond Hill-Jarvis HS	Assistant Principal	Jose	Luna
005 Dunbar, Paul Laurence HS	Assistant Principal	Andre	Jenerson
005 Dunbar, Paul Laurence HS	Assistant Principal	Artis	Royal
005 Dunbar, Paul Laurence HS	Assistant Principal	Claire	Anderson
005 Dunbar, Paul Laurence HS	Principal	Justin	Edwards
006 Eastern Hills HS	Assistant Principal	Darlene	Ford
006 Eastern Hills HS	Assistant Principal	Eric	Poullard
006 Eastern Hills HS	Principal	Katrina	Smith
006 Eastern Hills HS	Assistant Principal	Latisha	Manning
006 Eastern Hills HS	Assistant Principal	Marcus	Benton
008 Northside HS	Assistant Principal	Anel	Saldivar
008 Northside HS	Principal	Antonio	Martinez
008 Northside HS	Assistant Principal	Gloria	Menchaca
008 Northside HS	Assistant Principal	Manuel	DeLaCruz
008 Northside HS	Assistant Principal	Paula	Pederson
009 Polytechnic HS	Assistant Principal	James	Sparrow
009 Polytechnic HS	Assistant Principal	Maria	Perez
009 Polytechnic HS	Assistant Principal	Matthew	Bradford

FWISD Administrators to be Board Certified - October 26, 2021

009 Polytechnic HS	Principal	Nick	Torrez
009 Polytechnic HS	Assistant Principal	Precious	Poullard
010 Paschal, R.L. HS	Assistant Principal	Ben	Swanson
010 Paschal, R.L. HS	Assistant Principal	Jacqueline	Trevino-Garcia
010 Paschal, R.L. HS	Assistant Principal	Jennifer	Pate
010 Paschal, R.L. HS	Assistant Principal	Jessica	Leavitt
010 Paschal, R.L. HS	Assistant Principal	Randy	Young
010 Paschal, R.L. HS	Principal	Troy	Langston
011 Trimble Technical HS	Assistant Principal	Amber	Miller
011 Trimble Technical HS	Assistant Principal	Deonda	Wilson
011 Trimble Technical HS	Assistant Principal	Doug	Dehn
011 Trimble Technical HS	Principal	E. Omar	Ramos
011 Trimble Technical HS	Assistant Principal	Robyn	Urbani
014 Southwest HS	Principal	John	Engel
014 Southwest HS	Assistant Principal	Mandi	Jarchow
014 Southwest HS	Assistant Principal	Marty	Marion
014 Southwest HS	Assistant Principal	Willie	Cormier
015 Western Hills HS	Assistant Principal	Ehrica	Martin

FWISD Administrators to be Board Certified - October 26, 2021

015 Western Hills HS	Principal	Keri	Flores
015 Western Hills HS	Assistant Principal	Ronald	Anderson
015 Western Hills HS	Assistant Principal	Susan	Bowers
016 Wyatt, O.D. HS	Assistant Principal	Corey	Shepard
016 Wyatt, O.D. HS	Principal	Howard	Robinson
016 Wyatt, O.D. HS	Assistant Principal	Kimberly	Jenkins
016 Wyatt, O.D. HS	Assistant Principal	Shondrah	Dillworth
016 Wyatt, O.D. HS	Assistant Principal	Tiffany	Ross
019 Metro Opportunity HS	Principal	Aundra	Bohanon
019 Metro Opportunity HS	Assistant Principal	Denisha	Ibiezugbe
019 Metro Opportunity HS	Principal	Mark	Cerja
021 Success HS	Principal	Ingrid	Williams
021 Success HS	Assistant Principal	Jose	Saldivar
024 Detention Center	Principal	Mark	Cerja
024 Detention Center	Assistant Principal	Tracy	Cass
026 Jo Kelly School	Principal	Amelia	McMillen
040 JJAEP (Pathways II)	Assistant Principal	Stephanie	Ruiz
042 Daggett, E.M. MS	Principal	Tracy (Theresa)	Smith

FWISD Administrators to be Board Certified - October 26, 2021

042 Daggett, E.M. MS	Assistant Principal	Tyretha	Smith
043 Wedgwood 6th Grade	Principal	Cheryl	Johnson
043 Wedgwood 6th Grade	Assistant Principal	Patricia	Garcia
044 Elder, J.P. MS	Assistant Principal	David	Sharp
044 Elder, J.P. MS	Principal	David	Trimble
044 Elder, J.P. MS	Assistant Principal	Frances	Newton
044 Elder, J.P. MS	Assistant Principal	Kimberly	Young
045 Forest Oak MS - LA	Assistant Principal	Jose	Mendez Monge
045 Forest Oak MS - LA	Assistant Principal	Leann	Roach
045 Forest Oak MS - LA	Principal	Seretha	Lofton
045 Forest Oak MS - LA	Assistant Principal	Sonia	Fortson
048 William James MS	Assistant Principal	Kathy	Tucker
048 William James MS	Principal	Melissa	Rincon
048 William James MS	Assistant Principal	Olawale	Rotimi
049 Kirkpatrick MS	Assistant Principal	Freida	Lee
049 Kirkpatrick MS	Principal	Jeffrey	Bartolotta
050 McLean, W.P. MS	Principal	Barbara	Ozuna
050 McLean, W.P. MS	Assistant Principal	DeAndrea	Bivens

FWISD Administrators to be Board Certified - October 26, 2021

050 McLean, W.P. MS	Assistant Principal	Shantell	Phelps
050 McLean, W.P. MS	Assistant Principal	Timothy	Nors
051 Meacham, W.A. MS	Principal	Carlos	Mendoza
051 Meacham, W.A. MS	Assistant Principal	Deleceia	McGee
051 Meacham, W.A. MS	Assistant Principal	Gilbert	Escamilla
052 Meadowbrook MS	Assistant Principal	Carla	Miranda Sanchez
052 Meadowbrook MS	Assistant Principal	Damon	Sumner
052 Meadowbrook MS	Principal	Kristin	Foreman
053 William Monning MS	Principal	Kellye	Kirkpatrick
053 William Monning MS	Assistant Principal	Rick	Iloff
053 William Monning MS	Assistant Principal	Sara	Woodson
054 Morningside MS	Principal	Monica	Garrett
054 Morningside MS	Assistant Principal	Omar	Martinez
054 Morningside MS	Assistant Principal	Rhonda	McGuire
055 Applied Learning	Principal	Alice	Buckley
055 Applied Learning	Assistant Principal	Elodia	Escamilla
056 Riverside MS	Assistant Principal	Aaron	Levy
056 Riverside MS	Assistant Principal	Effie	Hallman

FWISD Administrators to be Board Certified - October 26, 2021

056 Riverside MS	Principal	Ryan	Catala
057 Rosemont MS	Assistant Principal	April	Beltran
057 Rosemont MS	Assistant Principal	Jeremy	Trettel
057 Rosemont MS	Assistant Principal	Jordan	Rodriguez
057 Rosemont MS	Assistant Principal	Valerie	Barron
057 Rosemont MS	Principal	Xavier	Sanchez
058 Stripling, W.C. MS	Principal	Amy	Chritian
058 Stripling, W.C. MS	Assistant Principal	Brandy	Sachs
058 Stripling, W.C. MS	Assistant Principal	Christi	Stinson
060 Wedgwood MS	Assistant Principal	Deborah	Aspegren
060 Wedgwood MS	Assistant Principal	Eian	Preston
060 Wedgwood MS	Principal	Robert	Burrell
061 Leonard MS	Assistant Principal	Kalicia	Williams
061 Leonard MS	Assistant Principal	Manuel	Alvarado
061 Leonard MS	Principal	Sara	Gillaspie
062 International Newcomer	Principal	Angelia	Ross
062 International Newcomer	Assistant Principal	Jacques	Robinson
063 Como Montessori	Principal	Daniel	McAlister

FWISD Administrators to be Board Certified - October 26, 2021

063 Como Montessori	Assistant Principal	Pamela	Carroll
064 Glencrest 6th Grade	Assistant Principal	Fanny	Sancen
064 Glencrest 6th Grade	Assistant Principal	Michael	Conner
064 Glencrest 6th Grade	Principal	Seretha	Lofton
069 McLean 6th Grade	Assistant Principal	Christina	McCloud
069 McLean 6th Grade	Principal	Karen	Brown
070 Jean McClung MS	Assistant Principal	Samuel	Blocklyn
070 Jean McClung MS	Assistant Principal	Terrance	Branch
070 Jean McClung MS	Principal	Tremayna	Thomas
071 Benbrook MS/HS	Assistant Principal	Glorianne	Mason
071 Benbrook MS/HS	Assistant Principal	Linda	Grubbs
071 Benbrook MS/HS	Assistant Principal	Michelle	Schwalls
071 Benbrook MS/HS	Assistant Principal	Phillip	Adams
071 Benbrook MS/HS	Principal	Richard	Penland
081 YWLA	Assistant Principal	Imelda	Dunlap
081 YWLA	Assistant Principal	Laura	Bennett
081 YWLA	Principal	Tamara	Albury
082 TABS	Principal	Jack	Henson

FWISD Administrators to be Board Certified - October 26, 2021

082 TABS	Assistant Principal	Phillip	Anderson
083 YMLA	Assistant Principal	Nelson	Walker
083 YMLA	Principal	Rodney	White
084 World Languages Institute	Principal	Marie-Lise	Mosbeux
084 World Languages Institute	Assistant Principal	Naomi	White
085 Marine Creek Collegiate	Principal	Tom	Fraire
085 Marine Creek Collegiate	Assistant Principal	Topaz	Thornton
086 TCC South FWISD Collegiate	Assistant Principal	Lorena	Hufnagle
086 TCC South FWISD Collegiate	Principal	Quanda	Collins
087 VPA/STEM I.M. Terrell HS	Principal	Baldwin	Brown
087 VPA/STEM I.M. Terrell HS	Assistant Principal	Lynsey	Charles
101 Alice Carlson ES	Principal	Elizabeth	Kelz
101 Alice Carlson ES	Assistant Principal	Sheri	Coll
103 Benbrook ES	Assistant Principal	Kristin	Hood
103 Benbrook ES	Principal	Shelly	Mayer
104 Boulevard Heights	Assistant Principal	Matrail	Rogers
104 Boulevard Heights	Principal	Terry	Guthrie
105 West Handley ES	Principal	Shelbi	Reed

FWISD Administrators to be Board Certified - October 26, 2021

105 West Handley ES	Assistant Principal	Vernal	Elliott
107 Burton Hill ES	Assistant Principal	Juanita	White
107 Burton Hill ES	Principal	TM	Bigley
110 Carroll Peak ES	Principal	Kalyn	Sanjacinto
110 Carroll Peak ES	Assistant Principal	Paula	Silva
111 Carter Park ES	Principal	Cassandra	McCalister
111 Carter Park ES	Assistant Principal	Oksana	Snegirov
114 Manuel Jara ES	Assistant Principal	Adrienne	Collins
114 Manuel Jara ES	Principal	Angelica	Castañeda
115 George C. Clarke ES	Principal	Brenda	Fouse
115 George C. Clarke ES	Assistant Principal	Katy (Catherine)	Reed
116 Lily B. Clayton ES	Assistant Principal	Eric	Montoya
116 Lily B. Clayton ES	Principal	Kathrina	Andersen
117 Como ES - LA	Assistant Principal	Meagan	Pride
117 Como ES - LA	Principal	Shawn	Buchanan
118 Hazel Harvey Peace ES	Principal	Kelli	Taulton
118 Hazel Harvey Peace ES	Assistant Principal	Melonee	Harris
119 Daggett, E.M. ES	Assistant Principal	Jennifer	Ramirez

FWISD Administrators to be Board Certified - October 26, 2021

119 Daggett, E.M. ES	Principal	Kendall	Miller
120 Rufino Mendoza ES	Principal	Jennifer	Sanchez
120 Rufino Mendoza ES	Assistant Principal	Tequita	Azantilow
121 De Zavala ES	Assistant Principal	Keith	Christmas
121 De Zavala ES	Assistant Principal	Leslie	Hoagland
121 De Zavala ES	Principal	Marlette	Martinez
122 Diamond Hill ES	Assistant Principal	Daisy	Sancen-Salinas
122 Diamond Hill ES	Principal	Marlyn	Martinez
123 S.S. Dillow ES	Principal	Nichole	Burkhardt
123 S.S. Dillow ES	Assistant Principal	Ylana	Rhynes
124 Maude I. Logan ES - LA	Assistant Principal	Angela	Hall
124 Maude I. Logan ES - LA	Assistant Principal	Jacqueline	Walters
124 Maude I. Logan ES - LA	Principal	Steven	Moore
125 Eastern Hills ES	Assistant Principal	Charmika	May
125 Eastern Hills ES	Principal	Whitney	Scott
126 East Handley ES	Assistant Principal	Michael	Castellon
126 East Handley ES	Principal	Tiffany	Hayes
127 Christene C. Moss ES	Principal	Charla	Staten (Wright)

FWISD Administrators to be Board Certified - October 26, 2021

127 Christene C. Moss ES	Assistant Principal	Ramon	Munguia
129 John T. White ES - LA	Assistant Principal	Krystle	Marberry
129 John T. White ES - LA	Principal	Nikita	Moye
130 Harlean Beal ES	Assistant Principal	Ellen	Eilerts
130 Harlean Beal ES	Principal	Jodie Crystal	Courtade
132 Glen Park ES	Assistant Principal	Andrea	Amerson
132 Glen Park ES	Principal	Hilda	Herrera
133 W.M. Green ES	Principal	Edra	Bailey
133 W.M. Green ES	Assistant Principal	Veleria	Brown
134 Greenbriar ES	Assistant Principal	Angela	Jenkins
134 Greenbriar ES	Principal	Lindsay	Staros
135 Van Zandt-Guinn ES	Principal	Debora	Fuentes
135 Van Zandt-Guinn ES	Assistant Principal	Joyce	Bowens Thomas
137 Hubbard Heights ES	Principal	Amparo	Martinez
137 Hubbard Heights ES	Assistant Principal	Felicia	Moody
138 H.V. Helbing ES	Principal	Ana	Morales
138 H.V. Helbing ES	Assistant Principal	Drew	Lowen
139 Milton L. Kirkpatrick ES	Assistant Principal	Elizabeth	Alejandro

FWISD Administrators to be Board Certified - October 26, 2021

139 Milton L. Kirkpatrick ES	Principal	Nancy	Atkinson
141 Meadowbrook ES	Principal	Suzelle	Birkmire
141 Meadowbrook ES	Assistant Principal	Swymeala	Lampkins
143 D. McRae ES	Principal	Aura	Angel
143 D. McRae ES	Assistant Principal	Tranisha	Fisher
144 Mitchell Blvd ES - LA	Assistant Principal	Amanda	Tiede
144 Mitchell Blvd ES - LA	Principal	Danny	Fracassi
146 M.H. Moore ES	Assistant Principal	Katy	Myers
146 M.H. Moore ES	Principal	Ricardo	Alvarez Uzcategui
147 Morningside ES	Assistant Principal	Nealie	Kinchion
147 Morningside ES	Principal	Vanessa	Cuarenta
148 Charles E. Nash ES	Principal	Blanca	Galindo
148 Charles E. Nash ES	Assistant Principal	Christine	Hooser-Kelley
149 North Hi Mount ES	Principal	Mandi	Murphy
149 North Hi Mount ES	Assistant Principal	Mocha	Roberts
150 Oakhurst ES	Principal	Claudia	Jacobo Martinez
150 Oakhurst ES	Assistant Principal	Fernando	Cardosa
151 Natha Howell ES	Principal	Monica	Granados

FWISD Administrators to be Board Certified - October 26, 2021

151 Natha Howell ES	Assistant Principal	Robyn	May
152 Oaklawn ES	Assistant Principal	Kadoria	Burgess
152 Oaklawn ES	Principal	Nanendra	Golding
153 A.M. Pate ES	Assistant Principal	LaJoy	McCoy
153 A.M. Pate ES	Principal	Rochelle	Horton
154 Mary Louise Phillips ES	Principal	Christina	Nandayapa
154 Mary Louise Phillips ES	Assistant Principal	Keith	Haliburton
156 Ridglea Hills ES	Principal	Crenesha	Cotton
156 Ridglea Hills ES	Assistant Principal	Ellen	Starr
157 Luella Merrett ES	Principal	Delain	Sandifer
157 Luella Merrett ES	Assistant Principal	Lindsay	Velasquez
159 Versia L. Williams ES	Principal	Alexandra	Montes
159 Versia L. Williams ES	Assistant Principal	Sonya	Askew
160 Maudrie M. Walton ES	Principal	Rediesha	Allen
160 Maudrie M. Walton ES	Assistant Principal	Tequila	Lockridge
161 Sam Rosen ES	Principal	Alberto	Herrera
161 Sam Rosen ES	Assistant Principal	Dirrick	Butler
162 Sagamore Hill ES	Assistant Principal	Eugene	Elizondo

FWISD Administrators to be Board Certified - October 26, 2021

162 Sagamore Hill ES	Principal	Pamela	Carrick
163 Bruce Shulkey ES	Principal	Mandi	Jarchow
163 Bruce Shulkey ES	Assistant Principal	Priscilla	Shackleford (Littles)
165 Richard J. Wilson ES	Principal	Irma	Ayala
165 Richard J. Wilson ES	Assistant Principal	Tresha	Johnson
166 South Hi Mount ES	Assistant Principal	Elizabeth	Foreman
166 South Hi Mount ES	Principal	Melissa	Bryan
167 South Hills ES	Assistant Principal	Cynthia	Flores
167 South Hills ES	Principal	Melissa	Russell
168 Springdale ES	Principal	LeAnn	Moreno
168 Springdale ES	Assistant Principal	Ronald	Ivy
169 Sunrise-McMillan ES	Principal	LaTres	Cole
169 Sunrise-McMillan ES	Assistant Principal	Shayla	Sharp
171 Tanglewood ES	Principal	Dana	McKenzie
171 Tanglewood ES	Assistant Principal	Doug	Mocek
172 W.J. Turner ES	Principal	Deborah	Baez-Carrasquillo
172 W.J. Turner ES	Assistant Principal	Timothy	Johnson
175 Washington Heights ES	Assistant Principal	Fernando	Rodriguez Rivera

FWISD Administrators to be Board Certified - October 26, 2021

175 Washington Heights ES	Principal	Mary Jane	Cantu
176 Waverly Park ES	Assistant Principal	Callie	Thompson
176 Waverly Park ES	Assistant Principal	Jamie	Morrison
176 Waverly Park ES	Principal	Roberto	Baeta-Gutierrez
177 Westcliff ES	Principal	Ebony	McDonald
177 Westcliff ES	Assistant Principal	Jose	Diaz
178 Westcreek ES	Assistant Principal	Anthony	Hill
178 Westcreek ES	Principal	Julia	Cortina
180 Western Hills ES (2-5)	Principal	Andrea	Johnson
180 Western Hills ES (2-5)	Assistant Principal	Carmen	Vera
180 Western Hills ES (2-5)	Assistant Principal	Regina	Haley
184 Worth Heights ES	Principal	Andrea	Lange
184 Worth Heights ES	Assistant Principal	Nelida	Puente
186 David K. Sellars ES	Assistant Principal	Benetria	Jackson
186 David K. Sellars ES	Principal	Steven	Mattic
187 J.T. Stevens ES	Principal	Drew	Farr
187 J.T. Stevens ES	Assistant Principal	Kellie	Dyer
188 Atwood McDonald ES	Assistant Principal	Angela	Richard

FWISD Administrators to be Board Certified - October 26, 2021

188 Atwood McDonald ES	Principal	Khristina	Goady
190 Riverside ALC	Principal	Jennifer	Kennedy
190 Riverside ALC	Assistant Principal	Keith	Besses
194 Daggett Montessori	Assistant Principal	Pamela	Nunley
194 Daggett Montessori	Principal	Victorius	Eugenio
206 Bill J. Elliott ES	Assistant Principal	Gregorey	Thomas
206 Bill J. Elliott ES	Principal	LaTonya	Ordaz
207 Westpark ES	Principal	Kendall	Condit
207 Westpark ES	Assistant Principal	Lynda	Duckering Wright
208 T.A. Sims ES	Principal	Andrea	Harper
208 T.A. Sims ES	Assistant Principal	Olga	Bernal
209 Edward J. Briscoe ES	Assistant Principal	Charlene	Louis
209 Edward J. Briscoe ES	Principal	DeVona	Burgess
216 Woodway ES	Assistant Principal	Danette	Kirvin
216 Woodway ES	Principal	Irene	Garcia
219 Lowery Road ES	Assistant Principal	Amelia	Harden Wilson
219 Lowery Road ES	Principal	Debra	Williamson
220 Alice D. Contreras ES	Principal	Amelia	Cortes-Rangel

FWISD Administrators to be Board Certified - October 26, 2021

220 Alice D. Contreras ES	Assistant Principal	Janeth	Lopez Arriola
221 Western Hills Primary	Assistant Principal	Daniel	McNealy
222 Clifford Davis ES	Assistant Principal	Carla	Madison-Turner
222 Clifford Davis ES	Principal	Ebony	Key
222 Clifford Davis ES	Assistant Principal	Maria (Josefina)	Vega
223 Cesar Chavez ES	Principal	Monica	Ordaz
223 Cesar Chavez ES	Assistant Principal	Olivia	Keener
225 Bonnie Brae ES	Assistant Principal	Jessica	Davidson
225 Bonnie Brae ES	Principal	Naomi	Salas
226 Seminary Hills Park ES	Assistant Principal	Haley	Jones
226 Seminary Hills Park ES	Principal	Nakita	Brewer
227 Dolores Huerta ES	Assistant Principal	Araceli	Espinoza
227 Dolores Huerta ES	Principal	Carla	Coscia
229 Overton Park ES	Principal	Constance	Smith
229 Overton Park ES	Assistant Principal	Sandra	Haro
JJAEP	Principal	Mark	Cerja
	Director Special Education	Angelica	Underwood
	Executive Director	Ben	Leos

FWISD Administrators to be Board Certified - October 26, 2021

	CTE Coordinator	Bobbi	Levine
210- Children's Medical	Principal	Bolivia	Mason-Loeb
	Executive Director	Christine	Renteria
	Director CTE	Daphne	Rickard
	Assistant Director - Day School	Darenda	Kirby
	Director of Literacy	Darnisha	Carreathers
	Executive Director	Deborah	Traylor
	Director Special Education	Dianne	Hawking
	Director Special Education	Dolores (Missy)	Heady
	Executive Director	Guadalupe	Cortez
	Executive Director	Hilda	Caballero
	Executive Director Special Education	Janice	Carter
	CTE Coordinator	Jennifer	Akinluyi-Abe
	GT Coordinator	Jessica	Carranza
	Executive Director	Jill	Balzer
	Executive Director	Lisa	Castillo
	Director Special Education	Lori	Oberheu
	Executive Director	Marion	Mouton

FWISD Administrators to be Board Certified - October 26, 2021

	CTE Coordinator	Mary Helen	Hill
	GT Director	Michael	Flusche
	Specialist	Nancy	Nabozny
	Director Early Learning	Ojo	Olayinka
	Executive Director	Rian	Townsend
	Administrator - Substitute (Worth Heights ES)	Roberto	Santana
	Innovation Coordinator	Sharolyn	Chitwood
	Executive Director	Todd	Koppes
	GT Coordinator	Tyler	Dean
	Executive Director	Valencia	Rhines
	CTE Coordinator	Vanessa	Ritenour
	Director Dyslexia	Vanessa	Tritten

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: **APPROVE 2021-2022 CAMPUS IMPROVEMENT PLANS (CIP)**

BACKGROUND:

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District and campuses' achievement goals.

Each CIP must:

- Include a review of the academic achievement for each student in the school
- Set the campus performance objectives based on the student achievement indicator system and projections
- Identify how the campus goals will be met for each student
- Determine the resources needed to implement the plan
- Identify staff needed to implement the plan
- Set timelines for reaching these goals
- Measure progress towards the performance objectives periodically to ensure that the plan is resulting in academic achievement
- Include goals and methods for violence prevention, intervention, and increased attendance,
- Provide for a program to encourage parental involvement at the campus

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Campus Improvement Plans (CIP)
2. Decline to Approve 2021-2022 Campus Improvement Plans (CIP)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2021-2022 Campus Improvement Plans (CIP)

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:

District-wide

RATIONALE:

These plans are critically important in our effort to meet the District and campuses’ achievement imperatives. To meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District’s Strategic Plan and Campus Improvement Plans, Board approval is necessary.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: **APPROVE MINUTES FROM THE SEPTEMBER 7, 2021 AND
SEPTEMBER 22, 2021 BOARD POLICY COMMITTEE MEETINGS****

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes from the September 7, 2021 and September 22, 2021 Board Policy Committee Meetings
2. Decline to Approve Minutes from the September 7, 2021 and September 22, 2021 Board Policy Committee Meetings
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes from the September 7, 2021 and September 22, 2021 Board Policy Committee Meetings

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



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

Fort Worth ISD Board Policy Committee

Meeting Minutes

September 7, 2021 at 5 p.m.

FWISD Professional Development Center, 3150 McCart Avenue, room 108

Board Committee Members and Staff Present:

Chair: Jacinto Ramos Jr.

Board Members: Carin "CJ" Evans Quinton "Q" Phillips Michael Ryan

Staff: Cynthia Rincon, Amanda Coleman

Board Attorney: Sharesa Alexander

Guests: 2

Call to order at 5:00 p.m. by Jacinto Ramos Jr.

A. Board Policy Diet

- Trustee Ramos led discussion for streamlining policies that would allow the Board to focus on governance vs involvement in day-to-day District procedures and practices
- Board Policy Diet has begun with policies A, C, D, E, F, and G (reported by Amanda Coleman, Board Policy Director)
- Board Policy Committee will focus on 'B' policies
- Leadership ISD assisted in putting together a document with only 'B' policies
- Document has been finalized and committee will review for the next scheduled meeting

B. Board Operating Procedures

- Trustee Ramos and Cynthia Rincon, Chief of Administrative Service, provided examples of Board Operating Procedures' manuals
- Amanda Coleman will provide a draft of a Board Operating Procedures manual to committee by Friday, September 10, 2021, for committee to review by next meeting
- The plan is to utilize the Operating Procedures Manual for procedural and practice information that should not be included in LOCAL policies

C. Board Policy Committee Agenda/Meeting Dates for 2021-2022

- Next meeting: September 22, 2021
- Will have additional meetings as needed
- Primary goals are to finalize and share "B" policies manual and Board Operating Procedures with Board and to complete the Board Policy Diet with all policies

D. Board Officer Selection Policy

- Current officer descriptions in policy do not provide enough guidance concerning who should be an officer and requirements to be an officer
- Trustees are compiling information to include in the Board Operating Manual to support policy [BDAA\(LOCAL\)](#) and to revise the current policy with TASB's standard version

Meeting adjourned at 5:42 p.m.

Signed: _____ Date: _____
 Jacinto Ramos, Jr., Chair



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

Fort Worth ISD Board Policy Committee

Meeting Minutes

September 22, 2021 at 5:30 p.m.

FWISD Administration Building, 100 North University Drive, room 150

Board Committee Members and Staff Present:

Chair: Jacinto Ramos Jr. via Zoom

Board Members: Carin "CJ" Evans Quinton "Q" Phillips Michael Ryan

Staff: Cynthia Rincon, Amanda Coleman

Board Attorney: Ben Castillo via Zoom

AJ Crabill via Zoom

Guests: 2

Call to order at 5:30 p.m. by Jacinto Ramos Jr.

A. Board Policy Diet

- Committee will review suggestions with the entire Board at the October 12, 2021 Board Workshop
 - i. Suggestions: Remove all LOCAL policies from the Board Policy Manual that are not legally required. Move information to regulations and District manuals
 - ii. Begin process with "B" policies

B. Board Operating Procedures

- Committee will review document with the entire Board at the October 12, 2021 Board Workshop

C. Board Policy Committee Agenda/Meeting Dates for 2021-2022

- As needed

D. Board Officer Selection Policy

- A redlined version of the current policy will be presented to the Board to reflect removal of 2nd Vice President position.

Meeting adjourned at 6:40 p.m.

Signed: _____
Jacinto Ramos, Jr., Chair

Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

**TOPIC: **APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
CHE(LOCAL), DGBA(LOCAL) AND FP(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:

- CHE(LOCAL): Recommended for deletion. Administrative details regarding visits by vendors are not required to be adopted by the Board.
- DGBA(LOCAL): Revisions recommended. In an effort to streamline the grievance process, the District is establishing an online grievance portal. The proposed policy reflects changes necessitated by the implementation of this portal as well as recommended updates by TASB.
- FP(LOCAL): Recommended revisions reflect TASB's standard version as the procedures outlined in the current policy do not require Board approval.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL) and FP(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL) and FP(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL) and FP(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 October 26, 2021
BOARD MEETING**

- **CHE(LOCAL):** Recommended for deletion. Administrative details regarding visits by vendors are not required to be adopted by the Board.
- **DGBA(LOCAL):** : Revisions recommended: In an effort to streamline the grievance process, the District is establishing an online grievance portal. The proposed policy reflects changes necessitated by the implementation of this portal as well as recommended updates by TASB.
- **FP(LOCAL):** Recommended revisions reflect TASB's standard version as the procedures outlined in the current policy do not require Board approval.

~~PURCHASING AND ACQUISITION
VENDOR RELATIONS~~

CHE
(LOCAL)

~~Solicitors, vendors, collectors, or salespersons shall not be permitted to confer with students or employees during school hours without the prior approval of the Superintendent or designee.~~

~~Under no circumstances shall such persons be permitted to interrupt classes or conduct personal business with employees.~~

~~Local managers of school facilities shall be responsible for compliance with this procedure within the confines of their facilities.~~

COMPLAINTS

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

OTHER COMPLAINT
PROCESSES

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA. ~~{See DIA}~~
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII, shall be submitted in accordance with DIA. ~~{See DIA}~~
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA. ~~{See DIA}~~
4. Complaints concerning instructional materials shall be submitted in accordance with EFA. ~~{See EFA}~~
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE. ~~{See CKE}~~
6. Complaints arising from concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB. ~~{See DFBB}~~
7. Complaints arising from concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA. ~~{See DFAA, DFBA, or DFCA, respectively}~~
8. Complaints arising from a suspension of pay, demotion, or termination from employment of an at-will employee shall be submitted in accordance with DCD. ~~{See DCD}~~

NOTICE TO
EMPLOYEES

The District shall inform employees of this policy through appropriate District publications.

GUIDING PRINCIPLES INFORMAL PROCESS	<p>The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the earliest lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
DIRECT COMMUNICATION WITH BOARD MEMBERS	<p>Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.</p>
PURPOSE FORMAL PROCESS	<p>This policy provides an orderly process for the prompt and equitable resolution of all employee complaints, other than those noted at EXCEPTIONS, below. An employee may initiate the formal process described below by timely filing a written complaint.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this This policy shall not be construed to create new or additional substantive rights beyond those granted by law or Board policy or law, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
DEFINITIONS	<p>The following definitions of terms shall apply:</p> <ol style="list-style-type: none">1. “Employee” shall mean an employee of the District performing work under regular continuous employment. This shall not include substitutes or temporary employees.2. “Representative” shall mean any person or organization selected by the employee to represent him or her in the complaint process so long as that representative does not claim the right to strike. The employee may designate a representative through written notice to the District at any level of the process. If the employee designates a representative with fewer than 24 hours’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing for a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.

~~3. "Days" shall mean District working days based on the District's 240-day calendar. In calculating time lines under this policy, the day a document is filed is "day zero." The following working day is "day one."~~

~~NOTICE TO
EMPLOYEES~~

~~The District shall inform employees of this process.~~

FREEDOM FROM
RETALIATION

Neither the Board nor any District employee shall retaliate against an employee for bringing a concern or complaint ~~in violation of law under this policy. [See DG] However, any employee who knowingly makes false statements in the course of a complaint proceeding will be subject to disciplinary action.~~

WHISTLEBLOWER
COMPLAINTS

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to ~~enable~~ allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG~~(LEGAL)~~]

COMPLAINTS AGAINST
SUPERVISORS

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee ~~beginning at Level One. A~~ ~~e~~Complaints alleging a violation of law by the Superintendent may be ~~made submitted~~ directly to the Board or designee ~~beginning at Level Three.~~

~~AUDIO RECORDING~~

~~As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.~~

~~NOT PERMITTED~~

~~However, recordings shall not be permitted in alternative resolution since a formal conference or hearing will not be taking place.~~

~~COMPLAINTS~~

~~In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all employee complaints, except as provided below.~~

~~EXCEPTIONS~~

~~This policy shall not apply to:~~

- ~~1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA]~~
- ~~2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIA]~~

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

- ~~3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA]~~
- ~~4. Complaints concerning instructional materials. [See EFA]~~
- ~~5. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~
- ~~6. Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB]~~
- ~~7. Complaints arising from the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term. [See DFAA, DFBA, or DFCA, respectively]~~
- ~~8. Complaints arising from a suspension of pay, demotion, or termination from employment of an at-will employee. [See DCD]~~

GENERAL
PROVISIONS
FILING

Complaints and appeals submitted pursuant to DGBA(LOCAL) shall be submitted in writing. See DGBA(EXHIBIT) for methods of filing the complaint. ~~Complaint forms and appeal notices may be filed by hand-delivery, fax, U.S. Mail, or electronic mail. Hand-delivered filings shall be timely filed if received by the employee relations division by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the District's copy. Electronic mail filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the District's copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline.~~

SCHEDULING
CONFERENCES

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee and/or the employee's designee as noted on the ~~written grievance statement form~~ complaint from the appropriate administrator. Responses may be hand-delivered, ~~faxed,~~ sent electronically or sent by U.S. Mail ~~or electronic mail~~ to the employee's mailing address ~~of record, electronic address, or fax number provided on the grievance statement form.~~ Mailed responses

shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DEFINITIONS

The following definitions of terms shall apply:

DAYS

“Days” shall mean District ~~working~~ business days, based on the District’s 240-day calendar unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following ~~working~~ business day is “day one.”

REPRESENTATIVE

“Representative” shall mean any person who or an organization ~~selected by the employee to represent him or her in the complaint process so long as~~ that representative does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the District at any level of ~~the this~~ process. The representative may participate in person, virtual meeting, or by telephone conference call. If the employee designates a representative with fewer than 24 hours’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing for to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not ~~bring~~ file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

COMPLAINT FORM:
(GRIEVANCE
STATEMENT AND
APPEAL FORMS)

~~A Complaints and appeals~~ under this policy shall be submitted in writing on a ~~grievance statement~~ form ~~provided and must be personally signed~~ by the ~~employee filing the complaint~~ District. See ~~DGBA(EXHIBIT)~~. ~~Level One grievance conferences are typically heard by the employee's immediate supervisor or the Superintendent's designee. Depending on the nature of the grievance, an employee may choose to participate in alternative dispute resolution in lieu of a Level One grievance conference by indicating it on the grievance statement form. The complaint or appeal must be signed or acknowledged by the employee or representative on the employee's behalf.~~

Copies of any documents that support the complaint should be ~~attached-submitted with to~~ the ~~grievance statement~~ complaint form. If the employee does not have copies of these ~~supporting~~ documents ~~at the time of filing~~, they ~~must~~ ~~may~~ be presented at the Level One conference. ~~The employee must also provide a copy of such documents to the employee relations division following the Level One conference.~~ After the Level One conference, no new documents may be submitted by the employee ~~without the consent of the Level Two hearing officer or~~ unless the employee did not know the documents existed before the Level One conference.

A complaint ~~or appeal form~~ that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refile is within the designated time for filing a ~~complaint~~.

ALTERNATIVE
DISPUTE RESOLUTION

~~The Board has established an alternative dispute resolution process for employees who wish to resolve workplace concerns, complaints, and conflicts in a more expeditious and personal manner. Participation is voluntary and shall not preclude future access to the formal grievance process if the attempt at resolution is not successful.~~

~~The director of employee relations shall review requests to participate in alternative dispute resolution and determine whether the grievance is appropriate for this process. If the process is determined to be appropriate, the director shall forward the request to the office of employee health and wellness for further action. During the alternative dispute resolution process, all grievance time lines shall be suspended.~~

~~If the grievant is not satisfied with the outcome of the alternative dispute resolution, the grievance shall be remanded back for a formal conference with the designated hearing officer at Level Two. At that time, the grievance time lines shall resume. Grievances~~

~~that are resolved through alternative dispute resolution shall be considered closed.~~

AUDIO RECORDING

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

LEVEL ONE

~~The following process for presenting a grievance shall apply.~~ Complaint must be filed

Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint at Level One.

- ~~1. A Level One grievance statement form must be filed with the employee relations division of the human capital management department within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.~~
- ~~2. Unless there is a written agreement to extend the time line, a grievance conference shall be held by the immediate supervisor or the Superintendent's designee within 15 days after the receipt of the grievance statement form.~~
- ~~3. The employee must appear in person. The failure of the employee to appear at the appointed time and place shall render the grievance null and void.~~
- ~~4. All conferences concerning grievances shall take place during normal business hours. Reasonable notice of scheduled conferences shall be given to all participants~~
- ~~5. The administrator shall consider the grievance and shall provide the employee a written response within ten days following the conference, unless there is a written mutually agreeable date for the deadline. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.~~

~~6. The administrator rendering the Level One decision shall forward a copy of the written response and any other documents relied upon in reaching the decision to the employee relations division.~~

~~7. At any time during the grievance procedure, the Superintendent or designee may assume jurisdiction and render a decision on the grievance. In this event, the Superintendent's decision may be appealed to the Board within ten working days of such decision.~~

The assigned administrator shall investigate as necessary and schedule a conference with the employee within fifteen days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

~~The following process shall apply:~~

If the employee did not receive the relief requested at Level One, or if the time for a response has expired, the employee may ~~submit~~ **file a request for a** Level Two ~~written~~ grievance appeal ~~request~~.

The appeal notice ~~must be~~ **shall be submitted filed** in writing [See **DGBA(EXHIBIT)**]. ~~on a form provided by the District, to the employee relations division.~~ **The appeal must be submitted** within ten days of the date of the written Level One response, or, if no response was received, within ten days of the Level One response deadline.

~~After receiving notice of the appeal, the employee relations division shall notify the Superintendent or designee who shall determine whether to personally consider the grievance appeal or to appoint a hearing officer.~~

~~The employee relations division shall also prepare and forward a record of the Level One complaint to the Level Two administrator.~~ The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint ~~form~~ and any attachments.

2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The ~~Superintendent or designee~~ Level Two administrator shall ~~hold~~ schedule a conference within ~~15~~ fifteen days after the ~~receipt of the grievance statement form~~ appeal notice is filed. The conference shall be limited to the issues ~~presented by the employee and documents considered~~ at Level One ~~and identified in the Level Two appeal notice~~. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The ~~Superintendent or designee~~ Level Two administrator may set reasonable time limits for the conference.

The ~~Superintendent or designee~~ Level Two administrator shall provide the employee a written response within ten days following the conference. ~~A copy of the response shall also be provided to the employee relations division~~. The written response shall set forth the basis of the decision. In reaching a decision, the ~~Superintendent or designee~~ Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the ~~Superintendent or designee~~ Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice ~~must be filed in writing~~ shall be submitted in writing ~~to the employee relations division~~ on a form provided by the District, within ten days of the date of the written Level Two response or if no response was received, within ten days of the Level Two response deadline. See DGBA(EXHIBIT).

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two ~~complaint~~ appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. ~~The notice of appeal from Level One to Level Two.~~
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The Board shall not consider documentation not previously submitted or issues not previously presented.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act ~~or~~ and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and ~~the~~ administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the ~~grievance but shall not be required to rule thereon~~ complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~Announcing a decision in the employee's presence constitutes communication of the decision.~~ If the Board does not make a decision regarding the complaint by the end of the next ~~regularly~~ scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

TASB-RECOMMENDED POLICY VERSION

~~No fees shall be collected from students unless approved by the Board. All fees collected by the school or an individual teacher become the property of the District. As such, they must be properly accounted for and are subject to audit at any time.~~

Waiver of Fees

Upon receipt by the District of reliable proof that a student and his or her parent or guardian are unable to pay a fee or deposit required by the school, such fee or deposit shall be waived. Such student and his or her parent or guardian must present evidence of their inability to pay to the appropriate principal who shall determine eligibility for a fee waiver.

**Administrative
Procedures**

~~Collection~~

~~The principal will be both accurate and diligent in the collection of tuition, fees, and other monies due the school, including funds of parent, patron, and alumni organizations except PTAs/PTOs. The principal is responsible for the immediate receipting of all such funds and for the transfer of these funds to the business office upon receipt. He or she will provide the name and address of the parent(s) or guardian of each tuition student in the manner prescribed by the student records office.~~

~~Parking Fee
Delegation~~

~~The Board delegates to the principal and the site-based decision-making team the authority to impose reasonable parking fees and fees for identification cards to regulate student parking, ensure automobile control, and regulate student access to parking and building sites, under local plans adopted at the school level and submitted for review by the director of high schools, provided that such fees do not exceed the sum of \$35 per year. The Board shall annually be informed by report of such fee schedules and plans.~~

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
SEPTEMBER 30, 2021**

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021 and last amended through the period ended August 31, 2021. During the month of September 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 September 30, 2021
2. Decline to Approve Budget Amendment for the Period Ended September 30, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended September 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 Budget 8/31/2021	Adjustments	Consolidated General Fund 2021-2022 Amended Budget 9/30/2021
<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	\$487,486,217	(\$830,099)	\$486,656,118
12 Instruction Resources and Media Services	\$12,467,305	\$15,888	\$12,483,193
13 Curriculum and Instructional Staff Development	\$12,808,751	\$876,081	\$13,684,832
21 Instructional Administration	\$16,210,897	(\$215,276)	\$15,995,621
23 School Administration	\$52,015,060	(\$179,036)	\$51,836,024
31 Guidance and Counseling Services	\$49,102,901	\$10,674	\$49,113,575
32 Social Work Services	\$5,524,281	\$13,385	\$5,537,666
33 Health Services	\$11,841,876	\$500	\$11,842,376
34 Student Transportation	\$23,681,360	(\$145,021)	\$23,536,339
35 Food Services	\$1,026,213	\$17,740	\$1,043,953
36 Cocurricular/Extracurricular Activities	\$17,260,842	\$37,553	\$17,298,395
41 General Administration	\$24,791,313	\$433,020	\$25,224,333
51 Plant Maintenance and Operations	\$103,160,637	\$519,169	\$103,679,806
52 Security and Monitoring Services	\$21,367,615	\$46,260	\$21,413,875
53 Data Processing Services	\$17,953,972	(\$1,116,326)	\$16,837,646
61 Community Services	\$5,443,886	\$13,200	\$5,457,086
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$148,050	\$502,288	\$650,338
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 (Unaudited)	205,978,944		205,978,944
Fund Balance-Ending (Unaudited)	\$154,990,841		\$154,990,841

		September 30, 2021 Budget Amendment		
		Increase	Decrease	Net Effect
Object 5700 5800 5900	Revenue			
	Total		0	0
Function	Expenses			
11	Transfer to function 13 to provide funding for consultants contract for alternative campus		525,000	
	Transfer to function 53 to set-up VATRE budget for technology software license and service		311,594	
	Campus/Dept. normal course of District operations	6,495		
	Overall effect on Function 11	6,495	836,594	(830,099)
12	Campus/Dept. normal course of District operations	15,888		
	Overall effect on Function 12	15,888	0	15,888
13	Transfer from function 21 to fund contract for CCMR program	246,450		
	Transfer from function 11 to provide funding for consultants contract for alternative campus		525,000	
	Transfer from function 11 for new teacher staff development		60,000	
	Campus/Dept. normal course of District operations	44,631		
	Overall effect on Function 13	876,081	0	876,081
21	Transfer to function 13 to fund contract for CCMR program		246,450	
	Campus/Dept. normal course of District operations	31,174		
	Overall effect on Function 21	31,174	246,450	(215,276)
23	Transfer to function 41 to provide funding for Gold Seal Campaign		200,000	
	Campus/Dept. normal course of District operations	20,964		
	Overall effect on Function 23	20,964	200,000	(179,036)
31	Campus/Dept. normal course of District operations	10,674		
	Overall effect on Function 31	10,674	0	10,674
32	Campus/Dept. normal course of District operations	13,385		
	Overall effect on Function 32	13,385	0	13,385
33	Campus/Dept. normal course of District operations	500		
	Overall effect on Function 33	500	0	500
34	Campus/Dept. normal course of District operations	11,340	156,361	
	Overall effect on Function 34	11,340	156,361	(145,021)
35	Campus/Dept. normal course of District operations	17,740		
	Overall effect on Function 35	17,740	0	17,740
36	Campus/Dept. normal course of District operations	37,553		
	Overall effect on Function 36	37,553	0	37,553
41	Transfer from 51 to fund expenditures for bond election costs	250,000		
	Transfer from function 23 to provide funding for Gold Seal Campaign		200,000	
	Campus/Dept. normal course of District operations		16,980	
	Overall effect on Function 41	450,000	16,980	433,020
51	Transfer from function 53 to correct function with object code for utilities to avoid PEIMs fatal error	1,091,000		
	Transfer to 41 to fund expenditures for bond election costs		250,000	
	Fund 198-Transfer to function 81 to provide budget for TRE projects		455,150	
	Transfer from function 53 for additional budget for utility-telephone costs	85,929		
	Campus/Dept. normal course of District operations	47,390		
	Overall effect on Function 51	1,224,319	705,150	519,169
52	Campus/Dept. normal course of District operations	46,260		
	Overall effect on Function 52	46,260	0	46,260
53	Transfer to function 51 to correct function with object code for utilities to avoid PEIMs fatal error		1,091,000	
	Campus/Dept. normal course of District operations		25,326	
	Overall effect on Function 53	0	1,116,326	(1,116,326)
61	Campus/Dept. normal course of District operations	13,200		
	Overall effect on Function 61	13,200	0	13,200
81	Fund 198-Transfer from function 51 to provide budget for TRE projects	502,288		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 81	502,288	0	502,288
	Total	3,277,861	3,277,861	0

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

**TOPIC: APPROVE ANNUAL REPORT ON COOPERATIVE FEES PAID BY
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

BACKGROUND:

House Bill 273 (HB 273), effective June 16, 2007, requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Per Texas Education Code § 44.0331. Management fees under certain cooperative purchasing contracts. (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item. (c) The commissioner may audit the written report described by Subsection (b).

The following are agencies in which the District has Interlocal Agreement Contracts. However, the agency did not charge any fees or management fees during this report period.

- Allied States Cooperative
- Choice Partners (Harris County Department of Education)
- City of Fort Worth
- Education Service Center (ESC) Region 11
- Houston-Galveston Area Council (HGACBuy)
- National Cooperative Purchasing Alliance (NCPA)
- OMNIA Partners
- Sourcewell (formally National Joint Powers Alliance (NJPA))
- Tarrant County Cooperative Purchasing Program
- Texas Political Subdivisions
- The Interlocal Purchasing System (TIPS) (Region 8 ESC)
- The Local Government Purchasing Cooperative (Buy Board)
- The Purchasing Association of Cooperative Entities (PACE) (Region 20 ESC)
- Workquest (Formerly Texas Industries for the Blind and Handicapped (TIBH))
- 1 Government Procurement Alliance

The table below documents any contract-related, management, or other fees paid to agencies in which the District has an Interlocal Agreement Contract per Local Government Code 271.

Agency	Contract Related Fees	Management Fees	Other Fees	Remarks
Central Texas Purchasing Alliance			\$150.00	Annual membership fee.
Educational Cooperative Purchasing Network of North Texas (EPCNT)			\$100.00	Annual membership fee.
State of Texas Cooperative Purchasing Program			\$100.00	Annual membership fee.
Total: \$350.00				

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Report on Cooperative Fees paid by Fort Worth Independent School District
2. Decline to Approve Annual Report on Cooperative Fees paid by Fort Worth Independent School District
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Report on Cooperative Fees paid by Fort Worth Independent School District

FUNDING SOURCE: *Additional Details*

General Fund 199-41-6499-001-750-99-422-000000

COST:

\$350

VENDOR:

Central Texas Purchasing Alliance
Educational Cooperative Purchasing Network of North Texas (EPCNT)
State of Texas Cooperative Purchasing Program

PURCHASING MECHANISM:

Not Applicable

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:

Finance Division

RATIONALE:

Approval of the cooperative report by Fort Worth ISD Board is required in order to be in compliance with HB 273 and Texas Education Code 44.031. The acquisition of goods and services through cooperative purchases enables the District to increase the efficiency of our purchasing and procurement operations.

INFORMATION SOURCE:

Michael Ball

**CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021**

TOPIC: APPROVE 2022-2023 BUDGET DEVELOPMENT CALENDAR

BACKGROUND:

Sections 44.001 through 44.006 of the Texas Education Code establishes the legal basis for budget development in school districts. These requirements call for the Superintendent to prepare a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. In an effort to increase the level of transparency surrounding the budget development process and to allow sufficient time for stakeholder review and input, the administration has developed the 2022-2023 Budget Development Calendar for Board consideration.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve 2022-2023 Budget Development Calendar
2. Decline to Approve 2022-2023 Budget Development Calendar
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2022-2023 Budget Development Calendar

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:

Division of Business and Finance

RATIONALE:

Approval of the 2022-2023 Budget Development Calendar is a fundamental step in the budget development process that will serve as the guide to developing a fiscally responsible budget that will effectively allocate the District's resources. The budget development calendar establishes important milestones that are essential to ensure stakeholder involvement, timely collection and analysis of data, and strategic allocation of resources.

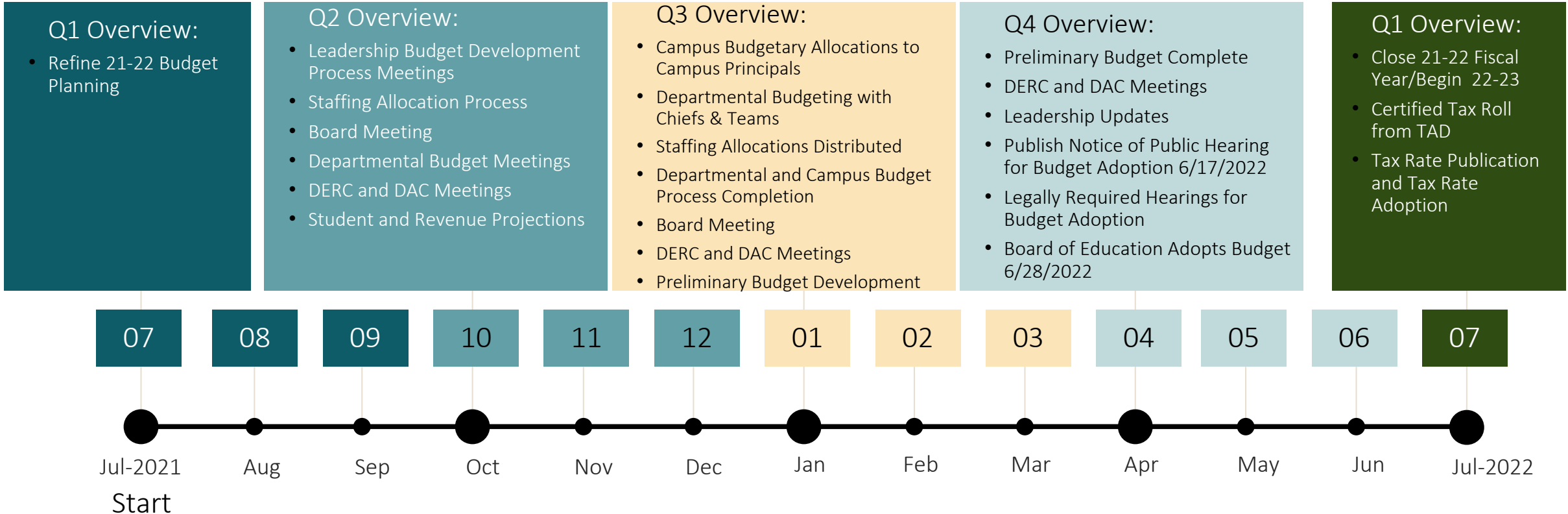
INFORMATION SOURCE:

Michael Ball



Smarter School Spending for Student Success

Budget Development Calendar Overview



Legend:
 *DAC- District Advisory Committee Meeting
 *DERC- District Employee Relations Counsel

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: **APPROVE QUALIFICATIONS OF FINANCIAL ADVISORY SERVICE FIRMS AND GRANT AUTHORIZATION TO NEGOTIATE AND EXECUTE A CONTRACT**

BACKGROUND:

On January 23, 2018 the Board approved the qualifications of Financial Advisory Service Firms and granted authorization to the Superintendent to negotiate and execute a contract. That contract expired on February 27, 2021. On February 23, 2021, the Board authorized a one-year renewal of that contract, set to expire on February 27, 2022.

A Request for Qualifications for Financial Advisor Services was advertised on August 9, 2021, with responses due by September 13, 2021. Four (4) firms responded to the Request for Qualifications. The qualifications of the respondent firms were evaluated by a review team composed of the Treasurer, the Senior Officer for Budget and Finance, and the Chief Financial Officer. The Committee and Purchasing Personnel scored the firms based on criteria published in the Request for Qualifications.

The respondent firms are listed below in alphabetical order:

- Estrada Hinojosa & Co., Inc.*
- PFM Financial Advisors, LLC
- RBC Capital Markets, LLC
- Tijerina Galvan Lawrence, LLC*

Based on the evaluation criteria listed in the Request for Qualifications, the District recommends Estrada Hinojosa & Co., Inc. as the Financial Advisory Service Firm with which the District should negotiate and execute a contract.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute a Contract
2. Decline to Approve Qualifications of Financial Advisory Service Firms and Grant Authorization to Negotiate and Execute a Contract
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Capital Projects Fund and Debt Service Fund Costs associated with the Financial Advisory Service Firm are paid as a part of the costs of issuance when bond transactions occur.

COST:

To-be-Negotiated

VENDOR:

Estrada Hinojosa & Co., Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-040
Number of Bid/Proposals received: 4
HUB Firms: 2*
Compliant Bids: 4

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.

*Historically Underutilized Business (HUB)

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:

Finance Division

RATIONALE:

Estrada Hinojosa & Co., Inc. has been involved in providing Financial Advisory Services to the District since 2018. They also have provided data for use in planning the bond proposal that is currently underway. They were evaluated based on criteria stated in the Request for Qualifications and are recommended as the Firm with which to negotiate and execute a contract.

INFORMATION SOURCE:

Michael Ball

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

**TOPIC: **APPROVE NAMING THE TANGLEWOOD ELEMENTARY
AUDITORIUM THE ALEX WILLIAMS, JR. AUDITORIUM****

BACKGROUND:

Mr. Alex Williams, Jr. served the Tanglewood school community for 27 years as our campus safety and security officer. But Mr. Williams did much more than keep us safe. Mr. Williams kept us whole. He was everyone's best friend. He took time to learn about our families, our interests, and our needs. There was nothing about Mr. Williams that wasn't real. His smile hid the physical pain he was often in and his laugh brought us joy each day. Mr. Williams knew everyone by name. He knew which students belonged to which parents, who their siblings were, which teams they rooted for, and how they got home at the end of the day. He would see their cars coming and call for them in the carpool line before the placard in the front windshield was even visible. He truly cared for all of us! Mr. Williams has an enormous fan club. On any given Friday, you will see folks all over Fort Worth proudly wearing his signature statement t-shirt, "Friday, Friday, Friday, Good Old Friday!"

Mr. Williams was proud to be a Tanglewood Tiger. He loved our school programs and performances. He would always open and close the programs for us. Mr. Williams commanded a presence. As soon as he stepped onstage the crowd would grow silent. Everyone wanted to hear what this man had to say. He was often invited by the teachers to participate alongside the students in the play. He loved to ham it up with the kids and make the audience laugh. For this reason, we wish to dedicate the school auditorium to him and officially rename it the Alex Williams, Jr. Auditorium. A plaque will be made to honor his life and service to the Tanglewood school community. It will proudly be placed at the entrance to the auditorium in our front foyer. We are grateful for this opportunity to keep Mr. William's legacy alive and honor his service to Tanglewood.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the Tanglewood Elementary Auditorium the Alex Williams, Jr. Auditorium
2. Decline to Approve Naming the Tanglewood Elementary Auditorium the Alex Williams, Jr. Auditorium
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Naming the Tanglewood Elementary Auditorium the Alex Williams, Jr. Auditorium

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Fort Worth ISD Board of Trustees

RATIONALE:

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: **APPROVE NAMING THE SCARBOROUGH FIELD LOCKER ROOM
****THE MIKE STEWART LOCKER ROOM******

BACKGROUND:

Michael (Mike) Lynn Stewart (1959-2021) was installed into the Eastern Hills High School Distinguished Alumnus Hall of Fame in 2019. He grew up in east Fort Worth and was a long-time member of Sagamore Hill Baptist Church. He was a proud member of the EHHS Class of 1977 and was known for his all-around athleticism playing for the Highlander sports teams.

In adulthood he worked as a long-time specialist in the healthcare industry, most recently as president of Healthcare Recovery Alliance. He was also a fixture in the stands during most EHHS football and basketball games, dedicating his off hours to identifying needs for the teams and helping enlist help to support them. He also volunteered his time to help coach and mentor young Highlander men to ensure they had opportunities to succeed with or without athletic involvement.

In 2015 he founded the EHHS Alumni Support Association to assist the school and student groups in fulfilling unfunded needs. To date the group of more than 2,800 alums have joined the group and raised over \$80,000 along with manpower to help serve athletics, performing arts, visual arts and academic endeavors.

Mr. Stewart passed away on May 13, 2021, following a brief illness.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the Scarborough Field Locker Room the Mike Stewart Locker Room
2. Decline to Approve Naming the Scarborough Field Locker Room the Mike Stewart Locker Room
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Naming the Scarborough Field Locker Room the Mike Stewart Locker Room

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:

Tobi Jackson
Fort Worth ISD Board of Trustees

RATIONALE:

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
October 26, 2021

TOPIC: AUTHORIZATION FOR SUPERINTENDENT, OR DESIGNEE, TO QUALIFY AND RANK FIRMS AND TO NEGOTIATE TERMS AND CONDITIONS OF A CONTRACT TO PROVIDE OWNER'S REPRESENTATIVE SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Fort Worth ISD Board of Education approved a resolution on Tuesday, August 10th 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. The proposal will, among other things, address renovations at the District's middle schools and a new elementary school in Benbrook. 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 of the \$1.490 billion bond proposal.

The OR will act as an extension to the District's Capital Improvement Program (CIP) by assisting in the management of the 2021 Bond. The OR's expertise should include knowledge of current trends, technologies and innovative ideas which will help bring about the completion of a successful bond program in terms of finance, schedules and deliverables. The OR will be expected to act in the best interest of the District in every aspect. The OR will also be expected to assemble a highly qualified team capable of effectively collaborating with design professionals, general contractors, subcontractors and vendors to coordinate and communicate the processes and procedures required to support the District's standards and expectations in terms of performance.

The District has determined that engaging the assistance of a team of construction industry professionals, referred to as an Owner's Representative (OR), is the most flexible, cost effective means to achieve the coordination necessary to meet the demand of a multi-year incrementally funded Capital Improvement Program. The OR's team will have the combined experience necessary to manage a bond of the size and magnitude based on the projected annual expenditures of the 2021 Fort Worth ISD CIP.

The selection committee will evaluate the responses to the RFQ and collectively rank the firms according to scoring of their Statements of Qualifications and in-person interviews using published evaluation criteria.

The Capital Improvement Program (CIP) seeks authorization from the Board to then proceed with formal negotiations with the highest 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.

Should the highest ranked firm fail to enter into an agreement, the CIP shall formally end negotiations and proceed into negotiations with the next highest ranked firm until an agreement is reached.

The CIP will return to the Board at the November Board Meeting with a fully negotiated contract seeking approval to enter into an agreement with the selected Owner’s Representative for the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization for Superintendent, Or Designee, to Qualify and Rank Firms and to Negotiate Terms and Conditions of a Contract to Provide Owner's Representative Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization for Superintendent, Or Designee, to Qualify and Rank Firms and to Negotiate Terms and Conditions of a Contract to Provide Owner's Representative Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Superintendent, Or Designee, to Qualify and Rank Firms and to Negotiate Terms and Conditions of a Contract to Provide Owner's Representative Services for the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

Not Applicable TBD

COST:

No Cost

VENDOR:

To be determined

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 to work with the District Capital Improvement Program to manage the 2021 Capital Improvement Program from planning until the closeout process is complete on all projects. The Owner’s Representative (OR) is expected to protect and make the owner’s interest its top priority and to assist the District in ensuring that the 2021 bond projects are completed within the timeframe and budgets as promised to the taxpayers prior to the November 2, 2021, bond election.

INFORMATION SOURCE:

Vicki Burris

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 October 22, 2021, at 5:00 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**