

*Board of Education  
Regular Meeting  
September 28, 2021*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on Tuesday, September 28, 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](mailto:amanda.coleman@fwisd.org) by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email [amanda.coleman@fwisd.org](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, September 27, 2021.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM
2. PLEDGES
3. PUBLIC COMMENT
4. RECOGNITIONS
  - A. Hispanic Heritage Month
  - B. Deaf Awareness Month
  - C. Honoring Jacinto Ramos, Jr.
5. REPORTS/PRESENTATIONS

A. Talent Management: People. Process. Purpose.

**6. DISCUSSION OF CONSENT AGENDA ITEMS**

**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.)

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1. Ratify Emergency Purchase of Boilers for J.P. Elder and Riverside Middle Schools in Accordance with Board Policy CH(LOCAL)	33
2. Ratify Purchase of Student Internet Connectivity (Hotspots) Lines	41
3. Approve Ratification of Purchase of Advertising on Trinity Metro Transportation in Support of the Human Trafficking Youth Prevention Education Grant	47
4. Approve Ratification of the Consultant Service Contract for Professional and Consulting Services for Special Projects	51
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	53
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	55
7. Approve Purchase of Interactive Flat Panels and Services for Classroom Additions and Renovations	63
8. Approve Purchase of Support for Virtual Server Environment	69
9. Approve Purchase of Windows Virtual Desktop Support Services for Career and Technology Education (CTE)	74
10. Approve Purchase of Student Laptops and Services for I.M. Terrell Academy	78
11. Approve Purchase of Disaster Recovery Managed Services	84
12. Approve Purchase of Technology Service Management System	88

13. Approve Purchase of Implementation for Services Management System	93
14. Approve Purchase of Support Services for Learning Management System	97
15. Approve Purchase of Mowing Equipment for District - Wide Usage	102
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17. Approve Annual Time and Attendance Software Hosting	111
18. Approve Annual Maintenance Renewal for Timekeeping Management Software and Clock Repair Program	115
19. Approve Maintenance and Support Agreement for Network Hardware	137
20. Approve 2021-2022 University Interscholastic League (UIL) Membership Fees	152
21. Approve Character and Leadership Development Social Emotional Learning Program for Student-Athletes	159
22. Approve Renewal of Subscription Online Information Databases	169
23. Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year	175
24. Approve Memorandum of Understanding with Region 11 to Provide Professional Development	182
25. Approve Memorandum of Understanding with the City of Fort Worth for School Resource Officers for the 2021-2022 School Year	185
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	201
27. Approve Memorandum of Agreement with Tarrant County Juvenile Services to Operate the Lynn W. Ross Juvenile Detention Center	206
C. Approve Memorandum of Agreement with My Health My Resources (MHMR) of Tarrant County - Tarrant Youth Recovery Campus	213
D. Approve Memorandum of Agreement with the Texas Juvenile Justice Department - Willoughby House	220
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F. Approve Memorandum of Understanding with U.S. Prep to Expand the Development and Implementation of Teacher Pipeline Programs with Local University Based Programs	238
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	256
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J. Approve Affiliation Agreement in Support of the Texas Woman's University and the University of North Texas Joint Master of Social Work Program	277
K. Approve Workforce Solutions of Tarrant County Contract for the 2021-2022 Adult Education Program	288
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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	295
N. Approve Application for the Waiver of the 2021-2022 Request for Maximum Class Size Exception	298
O. Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resources Planning System	304
P. Approve Panorama to Monitor and Support Social-Emotional Learning and Engagement	310
Q. Approve Grade 7 Reading Diagnostic Instrument Waiver with the Texas Education Agency (TEA)	313
R. Approve Lone Star Governance Quarterly Board Progress Tracker	315
S. Approve 2021-2022 Student Code of Conduct	318
T. Approve Budget Amendment for the Period Ended August 31, 2021 and Operational Transfer	322
U. Approve First Reading-Revisions to Board Policies CHE(LOCAL), DGBA(LOCAL) and FP(LOCAL)	327
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	342

- 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 348
- 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 351

**8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR 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, 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**

**11. ACCEPT CONSENT AGENDA ITEMS**

**12. ACTION ITEMS**

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

**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
- 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

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

359

D. Superintendent's Evaluation

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

**15. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 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 August 24, 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 August 24, 2021, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 20, 2021, at 5:30 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING AUGUST 24, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 20, 2021, in a place convenient to the public 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 August 20, 2021.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
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 (Arrived at 5:39 p.m.)

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Karen Molinar, Deputy Superintendent  
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management  
Jerry Moore, Chief Academic Officer  
Michael Ball, Chief of Business and Finance  
Sherry Breed, Chief of Equity and Excellence  
Vicki Burris, Chief of Capital Improvement Program  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External and Emergency  
Communications Raúl Peña, Chief of Student School Support, 2 and 3  
Cherie Washington, Chief of Student and School Support, 1 and 4  
David Saenz, Chief Innovation Officer  
Marlon Shears, Chief Information Officer

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

President Jackson called the meeting to order at 5:32 p.m.

2. PLEDGES

Clint Bond led the pledges.

3. RECOGNITIONS

A. Wildcat Welcome Back

Clint Bond gave the Dunbar High School Wildcat Welcome Back Recognition.

4. PUBLIC COMMENT

In-Person Speakers:

Jaclyn Booth - Fort Worth  
Wendy Sosa - Fort Worth  
Chauntelle Engleby - Fort Worth  
Amanda Coleman - Fort Worth  
Michael Shedd - Fort Worth  
Courtney Wait - Fort Worth  
Robert Buker - Fort Worth  
Sacher Dawson - Fort Worth  
Mario Rodriguez - Fort Worth  
Adam Owens - Fort Worth  
Dr. Catherine Hees - Fort Worth  
Ernie Moran - Fort Worth  
Melinda Teitelbum - Fort Worth  
David Wamstad - Fort Worth  
Kika Funchal - Fort Worth  
Dr. Camile Rodriguez - Fort Worth  
Alex Vorse - Fort Worth  
Angel Martinez - Fort Worth  
Todd Daniel - Fort Worth  
Kathleen Hicks - Fort Worth  
Mary Shepard - Fort Worth  
Dr. Max Krochmal - Fort Worth  
Ian Cardin - Fort Worth  
Terrie English - Fort Worth  
Malikk Austin - Fort Worth  
Lonnie Buggs - Fort Worth  
Melinda Jones - Fort Worth  
Christi Beck - Fort Worth  
Amy Curry - Fort Worth  
Missie Carra - Fort Worth  
Hudson Coleman - Fort Worth  
Jace Nowlin - Fort Worth  
Christi Cantu-Wilson - Fort Worth  
Mary Katherine Nolan - Fort Worth  
Jennifer Crossland - Fort Worth  
Barbara Clark-Galupi - Fort Worth  
Mallory Funkhouser - Fort Worth

Sheri Myers - Fort Worth  
Carlos Turcios - Fort Worth  
Sandra Garcia - Fort Worth  
Buddy Hartman - Fort Worth  
Joe Palmer - Fort Worth  
Norma Garcia-Lopez - Fort Worth  
Blanca Martinez - Irving

Clint Bond and Barbara Griffith read written statements from:

Suzanne Asfar  
Kemesha Blue  
Terry Vorse  
Nikka Lanza  
Jae Nam  
Bahareh Rezaeian  
Lark Wallis-Johnston  
Yvette Winter and Patrick O'Neal  
Todd Moye  
Martha Rozanich  
Dr. Jeff Ferrell  
Kimberley McHale  
Bridgette Coronado  
Sara Thompson  
Graham Brizendine  
Jackee Cox  
Brian Goolsby  
Clara Moore  
Bonnie Fontana  
Eli Goolsby  
Heather Goolsby  
Makenzie Carpenter  
Ashley Buchanan  
Susan Walker

President Jackson called for a five (5) minute recess at 6:58 p.m. before moving to Agenda Item #5.

5. CALL PUBLIC HEARING TO ORDER

A. Public Hearing to Discuss the Proposed 2021-2022 Tax Rates

Tobi Jackson reconvened the meeting and called Public Hearing to order at 7:09 p.m. Chief Financial Officer, Michael Ball, and Senior Officer of Budget and Finance, David Johnson, gave the Board an update on the Proposed 2021-2022 Tax Rates.

B. Public Comment on the Proposed 2021-2022 Tax Rates

Speaker:

Joe Palmer - Fort Worth

6. CLOSE PUBLIC HEARING

President Jackson closed Public Hearing at 7:20 p.m.

7. REPORTS/PRESENTATIONS

A. Temporary Virtual Learning Option

Deputy Superintendent, Karen Molinar, and Chief Innovation Officer, David Saenz, gave The Temporary Virtual Learning Option presentation to the Board.

8. DISCUSSION OF CONSENT AGENDA ITEMS

Anael Luebanos had a question on Consent Agenda Item 9.B.12. *Approve Purchase of MyPath K-5 Math Site Annual Subscription.*

Daphne Brookins mentioned she will be abstaining from voting on Consent Agenda 9.C. *Approve Letter of Agreement with Young Men's Christian Association (YMCA) of Metropolitan Fort Worth to Offer Adapted Aquatic Program for Students with Special Needs.*

Chief of Risk, Ethics and Compliance Management, Cynthia Rincón, clarified the substitutes pay rate on Consent Agenda 9.M. *Approve 2021-2022 Fort Worth Independent School District Compensation Manual.*

Roxanne Martinez mentioned she will be abstaining from voting on Consent Agenda Item 9.B.25. *Approve 2021-2022 Contract with a Tarrant County Program for the Development of Girls* due to conflict of interest.

Anne Darr had a question on Consent Agenda Item 9.M. *Approve 2021-2022 Fort Worth Independent School District Compensation Manual.*

Anne Darr mentioned she will be abstaining from voting on Consent Agenda Item 9.D. *Approve Memorandum of Understanding with Early Childhood Intervention (ECI) for Children Participating in Preschool Programs* due conflict of interest.

President Jackson made an announcement that Action Agenda Item 15.A. *Discussion and Action to Approve Proposed Termination Probationary Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code* and Action Agenda Item 15.H. *Discussion and Action on Superintendent's Evaluation* will be pulled from Action Agenda Items.

9. 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. July 27, 2021 - Regular Minutes

2. August 10, 2021 - Special Minutes


3. August 17, 2021 - Special Minutes

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


1. Approve Temporary Virtual Learning Option for Fort Worth Independent School District Enrolled Students in Grades Kindergarten - 6th Grade

 Virtual Learning Option


2. Approve Ratification to Provide School Supplies to Elementary School Students Enrolled for the 2021-2022 School Year

 School Supplies


3. Approve Human Learning Tools to Support and Accommodate Diverse Learning Needs

 Human Learning Tools


4. Approve Software System to Create, Monitor, and Evaluate Campus Educational Improvement Plans and District Improvement Plan

 Educational Improvement Plans

5. Approve Annual Purchase for the Applicant Tracking and Screening Assessments System Software Platform

 Applicant Tracking and Screening Assessments

6. Approve Annual Maintenance Renewal for the District's Enterprise Resources Planning System for 2021-2022

 Enterprise Resources Planning System


7. Approve Renewal of Electronic Visitor Management System for District Campuses and Administrative Facilities











 Electronic Visitor Management System

8. Approve Renewal of Energy Management Control System

 Energy Management Control

9. Approve Renewal of Security Software and Services to Support District Technical Security Operations


 Security Software and Services

10. Approve Purchase of Cybersecurity Services for Threat Detection and Response  
 Cybersecurity Services
11. Approve Purchase of Google G-Suite for Education Enterprise License Renewal  
 Google G-Suite
12. Approve Purchase of MyPath K-5 Math Site License Annual Subscription  
 MyPath K-5
13. Approve Purchase of a Unified Enrollment System  
 Unified Enrollment System
14. Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the District's Facility Located at 215 N.E. 14th Street, Fort Worth, Texas  
 M.G. Ellis Furniture
15. Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program  
 Data Collection and Analysis Program
16. Approve Purchase of Two (2) Trailers for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Labs  
 Mobile Innovation Labs
17. Approve Purchase of a Student Re-Engagement Program  
 Re-Engagement Program
18. Approve Purchase of the College Board Pathway for the 2021-2022 School Year  
 College Board Pathway
19. Approve Purchase of Test Preparation for the 2021-2022 School Year  
 Test Preparation
20. Approve ACT College and Career Readiness Master Services Agreement




 ACT Services Agreement

21. Approve Programs and Software to Assist Special Needs Students

 Edmentum

22. Approve Training and Technical Support for the Special Education Department

 Training and Technical

23. Approve and Award Contract Renewal to an Absence Verification System

 Absence Verification System

24. Approve 2021-2022 Contract with a Post-Secondary Preparedness Program in Assisting Latinx Girls for College, Career, and Community Leadership

 Con Mi Madre

25. Approve 2021-2022 Contract with a Tarrant County Program for the Development of Girls

 Girls, Inc.


26. Approve Contract with Service Provider to Provide Mentoring Services for the Fort Worth Independent School District 'My Brother's Keeper' (MBK) and 'My Sister's Keeper' (MSK) Student Leadership Programs for the 2021-2022 School Year

 MBK


27. Approve Professional Services Contract to Support Instructional Excellence at Leonard and Morningside Middle Schools

 Professional Services

28. Approve Program Agreement with Reading Partners to Provide Tutoring for the Leadership Academy Network Schools

 Reading Partners

29. Approve Memorandum of Understanding with the City of Forest Hill for School Resource Officers for the 2021-2022 School Year


 MOU - Forest Hill School Resource Officers

- C. Approve Letter of Agreement with <sup>16</sup>Young Men's Christian Association (YMCA) of Metropolitan Fort Worth to Offer Adapted Aquatic Program for Students with Special

Needs

 YMCA - Aquatic Program


- D. Approve Memorandum of Understanding with Early Childhood Intervention (ECI) for Children Participating in Preschool Programs

 Early Childhood Intervention


- E. Approve Memorandum of Understanding with Essilor Vision Foundation (EVF) and Helen Keller International (HKI), Inc. to Provide Vision Services to Students in Elementary Schools

 MOU - Vision Services

- F. Approve Memorandum of Understanding with a Software License-Children's Classroom Tool Provider

 MOU - Software License-Children's


- G. Approve Resolution Granting Withdrawal Exemptions for Gold Seal Program and School of Choice Students

 Withdrawal Exemptions


- H. Approve Clinical Partnership Agreement with MedStar Mobile Healthcare to Provide Emergency Medical Technician Basic Training Program at O.D. Wyatt, North Side, Eastern Hills, and Trimble Tech High Schools

 MedStar Mobile Healthcare


- I. Approve Transition Program Participation

 Transition Program


- J. Approve Lone Star Governance Quarterly Board Progress Tracker





 Board Progress Tracker

- K. Approve Lone Star Governance Monitoring Calendar for the 2021-2022 School Year

 Monitoring Calendar

- L. Approve Fort Worth Independent School District Board of Education Committees for the 2021-2022 and 2022-2023 School Years

 Board of Education Committees

- M. Approve 2021-2022 Fort Worth Independent School District Compensation Manual  
 Compensation Manual
  
- N. Approve Minutes of the November 19, 2020 Safety and Security Advisory Committee Meeting  
 Safety and Security Advisory Minutes
  
- O. Approve Minutes of the November 19, 2020 Facility Master Plan Committee Meeting  
 Facilty Master Plan Committee Minutes
  
- P. Approve Budget Amendment for the Period Ended August 31, 2021  
 Budget Amendment
  
- Q. Approve Quarterly Investment Report for the Period: April 1, 2021 - June 30, 2021  
 Quarterly Investment
  
- R. Approve Annual Investment Report for the Period: July 1, 2020 - June 30, 2021  
 Annual Investment Report
  
- S. Approve Purchase of Furniture, Fixtures and Equipment (FF&E) for Young Men’s Leadership Academy Job No. 083-131 in Conjunction with the 2017 Capital Improvement Program  
 YMLA FF&E
  
- T. Approve Additional Spending Authority for JOC HAZMAT Abatement Services for Job No. 006-202 at Eastern Hills High School in Conjunction with the 2017 Capital Improvement Program  
 Hazmat Abatement - Eastern Hills High School

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

The meeting was recessed at 8:07 p.m. to move into Executive Session.

11. 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, 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, Early Learning

2. District Reorganization

3. Discussion on Superintendent's Evaluation

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

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

13. ACCEPT CONSENT AGENDA

Motion was made by Daphne Brookins, seconded by Anne Darr, to approve Consent Agenda. The motion was unanimously approved.

Roxanne Martinez abstained from voting on Consent Agenda Item 9.B.25 *Approve 2021-2022 Contract with a Tarrant County Program for the Development of Girls.*

Daphne Brookins abstained from voting on Consent Agenda 9.C. *Approve Letter of Agreement with Young Men's Christian Association (YMCA) of Metropolitan Fort Worth to Offer Adapted Aquatic Program for Students with Special Needs.*

Anne Darr abstained from voting on Consent Agenda Item 9.D. *Approve Memorandum of Understanding with Early Childhood Intervention (ECI) for Children Participating in Preschool Programs.*

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

President Jackson mentioned Action Items 15.A. *Discussion and Action to Approve Proposed Termination of Certain Probationary Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code* and 15.H. *Discussion and Action on Superintendent's Evaluation* were pulled from Action Agenda Items.

B. Personnel

1. Executive Director, Early Learning

Motion was made by Jacinto Ramos, seconded by Anael Luebanos, to approve Executive Director, Early Learning.

The motion was unanimously approved.

Karen Molinar introduced the new Executive Director of Early Learning, Olayinka Ojo.

2. District Reorganization

Dr. Scribner introduced the new chiefs as follows:

Raúl Peña - Chief Talent Officer

Marcey Sorensen - Chief Academic Officer

Jerry Moore- Chief of Schools

Cherie Washington - Chief of Student Support Services

15. ACTION AGENDA ITEMS

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

No action was taken on this item.

- B. Approve Renewal Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2021-2022 School Year


Motion was made by Michael Ryan, seconded by Quinton Phillips, to approve Renewal Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2021-2022 School Year.

Anne Darr will be abstaining from this item due to employment.

The motion was unanimously approved.

Yes: Jacinto Ramos, Jr., Tobi Jackson, Quinton Phillips, Daphne Brookins, CJ Evans, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

Abstain: Anne Darr

 TEKS Resource Subscription

- C. Approve Second Reading-Revisions to Board Policies EFFA(LOCAL), EG(LOCAL), and EH(LOCAL)

Motion was made by Quinton Phillips, seconded by Michael Ryan, to approve Second Reading-Revisions to Board Policies EFFA(LOCAL), EG(LOCAL), and EH(LOCAL).

The motion was unanimously approved.

 Second Reading-Revisions Board Policies

D. Approve Waiving of First Reading and Approve Board Policy CCGB(LOCAL).

Motion was made by CJ Evans, seconded by Anne Darr, to approve Waiving of First Reading and Approve Board Policy CCGB(LOCAL).

The motion was unanimously approved.

 Waiving of First Reading Board Policy

E. Selection of a Delegate and an Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 25, 2021


Jacinto Ramos, Jr. made the motion to nominate Corinne French Boyd.

Motion was made by Jacinto Ramos, Jr. seconded by Quinton Phillips, to approve Selection of a Delegate and an Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 25, 2021.

The motion was unanimously approved.

 TASA-TASB Delegates 2021

F. Approve Endorsement of the Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position D

 TASB Board of Directors

Board Counsel, Ben Castillo, recommended the Board vote on Action Agenda Item 15.E again since Jacinto Ramos, Jr. made the wrong motion.

E. Approve Selection of a Delegate and an Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 25, 2021

Motion was made by Jacinto Ramos, Jr. seconded by Daphne Brookins, to approve Selection of a Delegate and an Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 25, 2021.

The motion was unanimously approved.

President Jackson was nominated as Delegate and Quinton Phillips was nominated as Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting.

F. Approve Endorsement of the Candidate for Texas Association of School Boards (TASB) Board of Directors, Region ~~11~~ Position D

Jacinto Ramos, Jr. made the motion to nominate Corinne French Boyd to the TASB Board of Directors for Region 11, Position D.

Motion was made by Jacinto Ramos, Jr. seconded by Quinton Phillips, to approve Endorsement of the Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position D.

The motion was unanimously approved.

G. Approve Ordinance Fixing and Levying School District Ad Valorem Taxes

Jacinto Ramos, Jr. made the motion.

Motion was made by Jacinto Ramos, Jr. seconded by Tobi Jackson, to approve Ordinance Fixing and Levying School District Ad Valorem Taxes.

The motion was unanimously approved.

 Ad Valorem Taxes

H. Action on Superintendent's Evaluation

No action was taken on this item.

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

CJ Evans made a comment.

17. ADJOURN

The meeting was adjourned at 10:33 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 SPECIAL MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a special meeting on August 26, 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 August 26, 2021, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 5:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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



This notice was posted and filed in compliance with the Open Meetings Law on August 20, 2021, at 5:45 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING AUGUST 26, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 20, 2021, in a place convenient to the public 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 August 20, 2021.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
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 (Arrived at 5:42 p.m.)

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Karen Molinar, Deputy Superintendent  
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management  
Jerry Moore, Chief of Schools  
Michael Ball, Chief of Business and Finance  
Sherry Breed, Chief of Equity and Excellence  
Vicki Burris, Chief of Capital Improvement Program  
Barbara Griffith, Senior Communications Officer  
Raúl Peña, Chief Talent Officer  
Cherie Washington, Chief of Student Support Services  
David Saenz, Chief Innovation Officer  
Marlon Shears, Chief Information Officer  
Marcey Sorensen, Chief of Academics

1. 5:30 PM – CALL SPECIAL MEETING TO ORDER

2. PUBLIC COMMENT

In-Person Speakers:

Courtney Wait - Fort Worth  
Ernie Moran - Fort Worth  
Alex Vorse - Fort Worth  
Dr. Max Krochmal - Fort Worth  
Catherine Hees, MD - Fort Worth  
Suzanne Asfar - Fort Worth  
David Wamstad - Fort Worth  
Candance Blair - Benbrook  
Ian Cardin - Fort Worth  
Carrie English - Fort Worth  
Barbara Clark-Galupi - Fort Worth  
Molly Woodbidge - Fort Worth  
Jillene Turner - Fort Worth  
Kerry Lundelius - Fort Worth  
Joe Palmer - Fort Worth  
Christopher Gallegos - Benbrook  
Talya Bernstein Galaganov - Fort Worth  
Christy Cantu Wilson - Fort Worth  
Norma Garcia Lopez - Fort Worth  
Tiffanie Keetch - Fort Worth  
Kelly Richey - Fort Worth  
Alexander Montalvo - Fort Worth

Clint Bond and Barbara Griffith read written statements from:

Cameron Crum  
Carly Burson  
Heather White  
Nelina Segura  
Dr. Ellen Crouse  
Madison Miche  
Kristina West  
Blake Jung  
Stephanie McCartney  
Darlene Canales  
Kat Shimamoto  
Angela Andrews  
Dana Dickson  
Jennifer Davis  
Katharine Brinegar  
Elizabeth Cardin  
Joy Blocker  
Jessica Grady  
Mr. and Mrs. James Jorns  
Christi Beck  
JT Grant  
Megan Reece  
Stephanie Davis

Courtney and Bill  
Sheri Myers  
Jose Cuevas  
Kirk Manning  
Denise Landero-Schmitz  
Keeton Monahan  
Ryan Schmitz  
Mallory Phillips Funkhouser  
Dr. Arch Mayfield  
Adrienne Gilbreath  
Alma Alvarez  
Anna Petursdottir  
Drs. Gabriel and Ashley Huddleston  
Rev. Stacy Roberts  
Erin Owen  
Beverly Manning  
Kacie Clanton  
Sandra M. Garcia  
Layne Craig  
Claudia Crowley  
Kathy Rosenthal  
Casey Jones  
Jeff Caplan  
Kika Funchal  
Dr. Rob Garnett  
Jasmine Cluck  
Joanna Elshazly  
Lucy Ives  
Scott Kurashige  
Wanda McKinney  
Vivian Campbell  
Heather Goolsby  
Maneck  
Kellie Medeiros  
Vahista Ussery  
Karen Gonzalez  
Kerrie Thome  
Vanessa Adia  
Jeff Ferrell  
Steve Sloank  
Richard and Chandra Riccetti  
Christine S.  
Jessica Wollenberger  
John Moore  
Celica Sosa-McCravey  
Lauren Keefe  
Amber Schulenburg  
Judith Hernandez  
Sara Thompson  
Lark Wallis Johnston  
Kaitlin O'Connell Owens  
Bridgette Coronado  
Sunnye Smith  
Tiffany Garcia

Travis Baker  
Maeve O'Connell Owens  
Missie Carra  
Ellen Sparks  
Mindia Whittier  
Kent Hagood  
Meredith Hartung  
Teresa K.

3. RECESS – RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The special meeting was recessed at 7:11 p.m. to move into Executive Session.

4. 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) concerning the following litigation: La Joya ISD, et al. and Shanetra Miles-Fowler, et al. v. Abbott; Cause No. D-1-GN-21-003897; pending in Travis County, Texas; The Southern Center for Child Advocacy v. Abbott; No. D-1-DG-21-003792; pending in Travis County, Texas; Treger, et al v. Fort Worth ISD, pending in Tarrant County, Texas; No. 141- 327449-21.

5. RECONVENE IN SPECIAL SESSION – BOARD ROOM

The special meeting was reconvened at 9:58 p.m.

6. ACTION AGENDA ITEMS

- A. Consider and Approve Action to Appropriately Respond to Matters Related to Executive Order GA-38.

Clint Bond read the Implementation and Enforcement of School Safety Measures Resolution.

Jacinto Ramos, Jr., Daphne Brookins, CJ Evans, Anne Darr, Roxanne Martinez, Anael Luebanos, Dr. Michael Ryan, and Tobi Jackson made comments prior to voting on this item.

Daphne Brookins will be abstaining from voting on this action item due to conflict of interest.

Motion was made by Tobi Jackson, seconded by Jacinto Ramos, Jr. to Consider and Approve Action to Appropriately Respond to Matters Related to Executive Order GA-38.

The motion was unanimously approved.

Yes: Jacinto Ramos, Jr., Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

Abstain: Daphne Brookins.

 School Safety Measures

7. ADJOURN

The special meeting was adjourned at 10:21 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 BOARD WORKSHOP  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a board workshop on September 14, 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 14, 2021, that the Board of Education of the Fort Worth Independent School District held a board workshop meeting beginning at 5:30 p.m. at the Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on September 10, 2021 at 5:30 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING SEPTEMBER 14, 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 10, 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 10, 2021.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
Second Vice President Daphne Brookins, District 4  
Board Secretary, CJ Evans, District 5  
Trustee Jacinto Ramos, Jr. District 1 (Arrived at 5:33 p.m.)  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8  
Trustee Roxanne Martinez, District 9 (Arrived at 5:32 p.m.)

The following administrators were present:

Dr. 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 BOARD WORKSHOP TO ORDER – BOARD ROOM

President Jackson called the board workshop to order at 5:31 p.m.

2. PUBLIC COMMENT

Speaker:

Joe Palmer - Fort Worth

3. REPORTS/PRESENTATIONS

A. Fort Worth Independent School District Safe Return to Learning District Progress Update

Deputy Superintendent, Karen Molinar, and Chief Innovation Officer, David Saenz, gave the Fort Worth ISD Safe Return to Learning District Progress Update presentation.

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

The board workshop was recessed at 6:39 p.m. to move into Executive Session.

5. 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, 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. Quarterly Board Progress Review

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

6. RECONVENE IN BOARD WORKSHOP - BOARD ROOM

The board workshop was reconvened at 10:23 p.m.

7. ADJOURN

The board workshop was adjourned at 10:24 p.m.



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

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       RATIFY EMERGENCY PURCHASE OF BOILERS FOR J.P. ELDER  
AND RIVERSIDE MIDDLE SCHOOLS IN ACCORDANCE WITH  
BOARD POLICY CH(LOCAL)**

**BACKGROUND:**

The boilers at J.P. Elder and Riverside Middle Schools are inoperable. There was an immediate need to order new boilers for these campuses so they could be received and installed before the heating season. There is an eleven (11) – week lead time for the manufacturer to deliver the boilers. The emergency purchase will maximize the use of time before the new boilers need to be installed and operational. The new equipment will provide comfort for teaching and learning, as well as provide energy savings. Ratification of this purchase is needed.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Ratify Emergency Purchase of Boilers for J.P. Elder and Riverside Middle Schools in Accordance with Board Policy CH(LOCAL)
2. Decline to Ratify Emergency Purchase of Boilers for J.P. Elder and Riverside Middle Schools in Accordance with Board Policy CH(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

TRE	198-51-6299-001-044-99-457-000000.....\$183,061
	198-51-6299-001-056-99-457-000000.....\$166,947

**COST:**

\$350,008

**VENDOR:**

Texas Air Systems

**PURCHASING MECHANISM:**

Emergency & 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 the Texas Interlocal Purchasing (TIPS) Contract 18010101. Supporting documentation is attached. The recommended vendor is listed above.

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

***Purchasing Support Documents Needed:***

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

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

J.P. Elder Middle School	Riverside Middle School
--------------------------	-------------------------

**RATIONALE:**

Installation of boilers before the heating season is imperative for teaching and learning.

**INFORMATION SOURCE:**

Michael Ball

# QUOTATION

Date: 7.12.2021



To: FWISD  
Attn: Steven McPherson

Project: FWISD – JP ELDER MS

## PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
WEIL MCLAIN H-1088-S	1	SB-1	INCLUDED
Kinetico 735 Water softener/w bypass and salt	1	WS-1	INCLUDED
Installation	1		INCLUDED
Blow down separator	1	BDS-1	INCLUDED
Energex Stainless steel flue	1lot		INCLUDED
CO Monitor	1		INCLUDED
Payment bond/Performance bond	1		\$4,596.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$183,061.00

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

We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #18010101. Effective March 22, 2018 – March 22, 2022

### WEIL-MCLAIN H-1088-S

TAG: STB-1

WEIL-MCLAIN 1088 complete as follows:

- Gross output 2,561 MBH
- Power flame LNICR3-G-20 **Low nox burner**
- Flush insulated jacket
- Burner plate
- Flue canopy
- Top flue outlet damper
- 15 psi steam boiler
- 3.5” steam gage
- Gauge glass set
- L404F operating pressure control
- Manual reset LWCO 150S MD
- Manual reset high water limit L4079B
- Latest UL listing requirements
- Gas train prepiped and wired

### KINETICO WATER SOFTENER SYSTEM

TAG: WS-1

Kinetico water softener system 735 complete as follows:

- 2 – Media tanks
- Brine tank
- Fully auto control valve
- 1<sup>st</sup> load of salt
- By-pass valve

## **SHIPCO BLOWDOWN SEPARATOR**

**TAG: BDS-1**

**Bryan Blow down sep. BDS-230, 0-15PSI, 1.00” complete as follows:**

- ASME coded vessel
- Aftercooler
- Thermometer
- Temperature regulating valve
- Check valve and strainer

### **SCOPE OF WORK**

- Mobilize to jobsite
- Check in with customer
- Check notes for techs
- Perform shut down of two (2) sectional boiler
- Perform demo of two (2) sectional boiler
- Poor new pad for customer furnished soft water system
- Perform install of one (1) new Weil McLain steam boiler
- Perform hydro & check for leaks
- Perform install of one (1) soft water system
- Perform install of one (1) feed water system
- Perform install of one (1) blow down system
- Perform install of one (1) CO monitor
- Perform start up of one (1) new Weil McLain LP steam boiler with PowerFlame burner
- Perform boil out on one (1) new Weil McLain boiler
- Check & set combustion
- Check & set safeties
- Verify no leaks are found after start up
- Fill out combustion & start up report
- Perform install of new insulation for Steam, Feed water, Soft water, FGR & Blowdown lines
- Notify customer of completion
- Clean work area
- Demobilize

### **Exclusions**

- Electrical
- Asbestos removal

Thank you for your business!

-This quotation is subject to change without notice and void after 120 days.  
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.  
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.  
-Texas AirSystems equipment will be supplied based upon approved submittal data.  
-Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.  
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.  
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.  
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.  
-Insurance certificates and bonds can/will be provided upon request.

**T**EXAS AIRSYSTEMS  
By: <sup>36</sup>Marshall Horn/Ian Walker

# QUOTATION

Date: 7.12.2021



To: FWISD  
Attn: Steven McPherson

Project: FWISD – RIVERSIDE MS

## PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
WEIL MCLAIN H-988-S	1	SB-1	INCLUDED
Kinetico 735 Water softener/w bypass and salt	1	WS-1	INCLUDED
Installation	1		INCLUDED
Blow down separator	1	BDS-1	INCLUDED
Energex Stainless steel flue	1lot		INCLUDED
CO Monitor	1		INCLUDED
Payment bond/Performance bond	1		\$4,300.00
Contingency	1		\$5,000.00
<b>TOTAL NET PRICE</b>			<b>\$166,947.00</b>

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

**We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #18010101. Effective March 22, 2018 – March 22, 2022**

### WEIL-MCLAIN H-988-S

**TAG: STB-1**

**WEIL-MCLAIN 988** complete as follows:

- Gross output 2,274 MBH
- Power flame **Low nox burner**
- Flush insulated jacket
- Burner plate
- Flue canopy
- Top flue outlet damper
- 15 psi steam boiler
- 3.5” steam gage
- Gauge glass set
- L404F operating pressure control
- Manual reset LWCO 150S MD
- Manual reset high water limit L4079B
- Latest UL listing requirements
- Gas train prepiped and wired

### KINETICO WATER SOFTENER SYSTEM

**TAG: WS-1**

**Kinetico water softener system 735** complete as follows:

- 2 – Media tanks
- Brine tank
- Fully auto control valve
- 1<sup>st</sup> load of salt
- By-pass valve

## **SHIPCO BLOWDOWN SEPARATOR**

**TAG: BDS-1**

**Bryan Blow down sep. BDS-230, 0-15PSI, 1.00” complete as follows:**

- ASME coded vessel
- Aftercooler
- Thermometer
- Temperature regulating valve
- Check valve and strainer

### **SCOPE OF WORK**

- Mobilize to jobsite
- Check in with customer
- Check notes for techs
- Perform shut down of two (2) sectional boiler
- Perform demo of two (2) sectional boiler
- Poor new pad for customer furnished soft water system
- Perform install of one (1) new Weil McLain steam boiler
- Perform hydro & check for leaks
- Perform install of one (1) soft water system
- Perform install of one (1) feed water system
- Perform install of one (1) blow down system
- Perform install of one (1) CO monitor
- Perform start up of one (1) new Weil McLain LP steam boiler with PowerFlame burner
- Perform boil out on one (1) new Weil McLain boiler
- Check & set combustion
- Check & set safeties
- Verify no leaks are found after start up
- Fill out combustion & start up report
- Perform install of new insulation for Steam, Feed water, Soft water, FGR & Blowdown lines
- Notify customer of completion
- Clean work area
- Demobilize

### **Exclusions**

- Electrical
- Asbestos removal

Thank you for your business!

-This quotation is subject to change without notice and void after 120 days.  
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.  
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.  
-Texas AirSystems equipment will be supplied based upon approved submittal data.  
-Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.  
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.  
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.  
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.  
-Insurance certificates and bonds can/will be provided upon request.

**T**EXAS AIRSYSTEMS  
By: <sup>38</sup>Marshall Horn/Ian Walker



Printed 2 September 2021

www.texasairsystems.com



## Texas AirSystems Inc

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

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

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

### SERVING STATES

TX

### Overview

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



## AWARDED CONTRACTS "View EDGAR Doc" on Website

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

## CONTACTS BY CONTRACTS

### 200201

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

### 18010101

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

### 18010102

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **RATIFY PURCHASE OF STUDENT INTERNET CONNECTIVITY (HOTSPOTS) LINES**

**BACKGROUND:**

Additional student connectivity (hotspots) accounts are necessary and urgently needed in order to provide school families with the capability to connect to the internet to support instruction. Access to the internet is critical for support of the Learning at Home initiative for the COVID-19 school environment. This purchase provides an unlimited 4G LTE Mobile Plan and CIPA filtering on 10,000 lines.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Ratify Purchase of Student Internet Connectivity (Hotspots) Lines
2. Decline to Ratify Purchase of Student Internet Connectivity (Hotspots) Lines
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Ratify Purchase of Student Internet Connectivity (Hotspots) Lines

**FUNDING SOURCE:**       *Additional Details*

ESSER Fund                               266-53-6299-C19-999-24-950-00000-21F19

**COST:**

\$2,474,316.63

**VENDOR:**

T-Mobile

**PURCHASING MECHANISM:**

Emergency and Interlocal Agreement

There are three (3) source documents that support emergency purchases: The first is from the EDGAR 2 CFR 200.320(c). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH(LOCAL).

This purchase is in accordance with 2 CFR 200.318(e) and Texas Education Code Section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Texas Department of Information Resources (DIR) contract TSO 3420. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

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

All Schools/Campuses

**RATIONALE:**

Fort Worth ISD needs to support instruction by providing additional student connectivity accounts for the COVID-19 virtual school environment.

**INFORMATION SOURCE:**

Jerry Moore

T-Mobile

# Your Statement

Statement For: FORT WORTH ISD COVID #1  
Account Number: 970364329  
Corporate ID : TEXAS DIR

### Important Information

Visit my.t-mobile.com or the T-Mobile App to pay your bill online, manage your account and get product support.

-- 13 000171 86546 E 14 A999



FORT WORTH ISD COVID #1  
ATTN: ACCOUNTS PAYABLE DEPT  
100 UNIVERSIT DR  
FORT WORTH TX 76107-1967

### Summary

Previous Balance \$ 50,083.23  
Pmt Rec'd - Thank You \$ (50,083.23)

**Total Past Due \$ -**  
*(Due Immediately)*

Monthly Recurring Chgs \$ 45,224.15  
Third-party Services \$ 79.88

**Total Current Charges \$ 45,304.03**  
**Current Charges Due By 9/07/21**

**Grand Total \$ 45,304.03**

Paid \$15,960.93 on PO 82102921  
Balance to be paid on this invoice is \$29,343.10

000171 1/686



**RECEIVED**  
AUG 23 2021  
~~ACCOUNTS PAYABLE~~

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

# T-Mobile

Statement For: FORT WORTH ISD COVID #1  
Account Number: 970364329

6 VDB

T-MOBILE  
PO BOX 742596  
CINCINNATI OH 45274-2596

<b>Amount Due</b> <b>By 9/07/21</b>	<b>Amount</b> <b>Enclosed</b>
\$45,304.03	



If you have changed your address - check box and record new address on the reverse side.

T-Mobile

# Your Statement

Statement For: FORT WORTH ISD COVID #2  
Account Number: 969642489  
Corporate ID : TEXAS DIR

### Important Information

Visit my.t-mobile.com or the T-Mobile App to pay your bill online, manage your account and get product support.

-- 13 000166 86546 E 13 A999



FORT WORTH ISD COVID #2  
ATTN: ACCOUNTS PAYABLE DEPT  
100 N UNIVERSITY DR  
FORT WORTH TX 76107-1360

### Summary

Previous Balance \$ 50,042.73  
Pmt Rec'd - Thank You \$ (50,042.73)

**Total Past Due \$ -**  
*(Due Immediately)*

Monthly Recurring Chgs \$ 45,998.02  
Third-party Services \$ 5.40

**Total Current Charges \$ 46,003.42**  
**Current Charges Due By 9/07/21**

**Grand Total \$ 46,003.42**

000166 1/686



RECEIVED  
AUG 20 2021

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

Accounts Payable

T-Mobile

Statement For: FORT WORTH ISD COVID #2  
Account Number: 969642489

6 YDB

Amount Due By 9/07/21	Amount Enclosed
\$46,003.42	

T-MOBILE  
PO BOX 742596  
CINCINNATI OH 45274-2596



If you have changed your address - check box and record new address on the reverse side.

T-Mobile

# Your Statement

Statement For: FORT WORTH ISD COVID #3  
Account Number: 969642443  
Corporate ID : TEXAS DIR

**Important Information**  
Visit my.t-mobile.com or the T-Mobile App to pay your bill online, manage your account and get product support.

-- 13 000167 86546 F 13 A999



FORT WORTH ISD COVID #3  
ATTN: ACCOUNTS PAYABLE DEPT  
100 N UNIVERSITY DR  
FORT WORTH TX 76107-1360

**Summary**

Previous Balance \$ 49,980.00  
Pmt Rec'd - Thank You \$ (49,980.00)

**Total Past Due \$ -**  
*(Due Immediately)*

Monthly Recurring Chgs \$ 44,973.53

**Total Current Charges \$ 44,973.53**  
Current Charges Due By 9/07/21

**Grand Total \$ 44,973.53**

000167 1/684



**RECEIVED**  
AUG 26 2021  
Accounts Payable

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: FORT WORTH ISD COVID #3  
Account Number: 969642443

6 YDB

T-MOBILE  
PO BOX 742596  
CINCINNATI OH 45274-2596

<b>Amount Due By 9/07/21</b>	<b>Amount Enclosed</b>
\$44,973.53	



If you have changed your address - check box and record new address on the reverse side.

788Z

T-Mobile

# Your Statement

Statement For: FORT WORTH ISD COVID #4  
Account Number: 969642610  
Corporate ID : TEXAS DIR

**Important Information**  
Visit my.t-mobile.com or the T-Mobile App to pay your bill online, manage your account and get product support.

-- 13 000169 86546 E 14 A999



FORT WORTH ISD COVID #4  
ATTN: ACCOUNTS PAYABLE DEPT  
100 N UNIVERSITY DR  
FORT WORTH TX 76107-1360

### Summary

Previous Balance \$ 49,980.00  
Pmt Rec'd - Thank You \$ (49,980.00)  
Credits & Adjustments \$ (62.35)

**Total Past Due \$ (62.35)**  
*(Credit Balance)*

Monthly Recurring Chgs \$ 45,534.10  
Third-party Services \$ 79.71

**Total Current Charges \$ 45,613.81**  
**Current Charges Due By 9/07/21**

**Grand Total \$ 45,551.46**

000169 1/8E5



RECEIVED  
AUG 28 2021  
MAYOR'S OFFICE

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW.

T-Mobile

Statement For: FORT WORTH ISD COVID #4  
Account Number: 969642610

6 VDB

<b>Amount Due By 9/07/21</b>	<b>Amount Enclosed</b>
\$45,551.46	

T-MOBILE  
PO BOX 742596  
CINCINNATI OH 45274-2596



If you have changed your address - check box and record new address on the reverse side.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:       APPROVE RATIFICATION OF PURCHASE OF ADVERTISING ON TRINITY METRO TRANSPORTATION IN SUPPORT OF THE HUMAN TRAFFICKING YOUTH PREVENTION EDUCATION GRANT**

**BACKGROUND:**

Fort Worth ISD’s (FWISD) “Don’t Get Tricked” transit campaign was created to reinforce the work being done to educate all FWISD staff and three (3) cohorts of students on the dangers and signs of human trafficking. The original transit campaign ran for three (3) months, June 7, 2021 - August 29, 2021. Because of the success of the awareness campaign, the decision was made to extend it for an additional month, from August 30, 2021 to September 26, 2021. Both the original and the renewal campaigns were funded through the Human Trafficking Youth Prevention Education Grant, awarded and endorsed by the Federal Office of Trafficking in Persons. The combined costs of both campaigns now meet the threshold to require Board approval. The ratification is needed to allow the wraps, bench graphics and interior cards to remain in place.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Ratification of Purchase of Advertising on Trinity Metro Transportation in Support of the Human Trafficking Youth Prevention Education Grant
2. Decline to Approve Ratification of Purchase of Advertising on Trinity Metro Transportation in Support of the Human Trafficking Youth Prevention Education Grant
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

Special Revenue                      289-31-6499-04W-999-24-828-000000-21F36

**COST:**

\$58,420



**VENDOR:**

ADSPOSURE

**PURCHASING MECHANISM:**

Sole Source

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

Counseling Services

**RATIONALE:**

Fort Worth has significant physical, economic, social, financial, and institutional issues that make the city a hotspot for traffickers. Almost 80,000 individuals in the state of Texas are trafficked each year. This campaign has already shown early signs of success in its first four (4) weeks, in the form of positive student feedback, positive feedback from survivors of human trafficking, and its first referrals to the Office of Trafficking in Persons regarding suspected human trafficking in Fort Worth.

**INFORMATION SOURCE:**

Cherie Washington

**ADSPOSURE QUOTE FOR TRANSIT (CITY BUSES AND BENCHES).**

**FWISD: HUMAN TRAFFICKING YOUTH PREVENTION EDUCATION PROGRAM**

**DATES OF SERVICE: JUNE 7, 2021—AUGUST 29, 2021**

<b>Product</b>	<b># of units</b>	<b>Production Cost</b>	<b>Media Cost</b>	<b>Total Product Cost</b>
Extended Kongs	16	\$14,000	\$16,200	\$30,200
Benches	20	\$3,800	\$9,000	\$12,800
Interior Cards	130	\$2,210	Added value	\$2,210
<b>Total Campaign:</b>	166 units	\$20,010	\$25,200	<b>\$45,210</b>

Submitted April 8, 2021 by Kim Davis, Account Executive, 214-232-7005 cell, [kdavis@adsposure.com](mailto:kdavis@adsposure.com)  
309 W. 7<sup>th</sup> St, Suite 150, Fort Worth, TX 76102. Office 214-453-2676



# Proposal for Fort Worth ISD

Campaign: Human Trafficking Youth Prevention Education Program:

Extension Period: August 30, 2021 through September 26, 2021 (4 weeks)

REVISED:

## Option D—Continue existing plan of media only + 130 additional interior cards:

Extended Kong (16) = \$5,400 (no new production)

Benches (20) = \$3,000 (no new production)

Interior Cards (130) = \$2,600 (no new production, media only)

Interior Cards (+130) = \$2,210 (production only; media is added value on new prod)

**Total Program = \$13,210**

(rates include a 25%-60% media discounts on buses and benches. Media on existing interior cards is included in rates shown and media charges on new production is added value).



Extended Kong



Full wrap



Bench



Interior card

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:       APPROVE RATIFICATION OF THE CONSULTANT SERVICE  
CONTRACT FOR PROFESSIONAL AND CONSULTING SERVICES FOR  
SPECIAL PROJECTS**

**BACKGROUND:**

On October 30, 2020, certain underutilized District facilities were sold pursuant to previously granted Board of Education (BOE) authority. These properties are occupied with students, personnel, FF&E, technology, warehouse and maintenance materials, textbooks, testing materials, and other District property, which will have to be moved and relocated to other District owned facilities. Due to the number of occupied facilities and the magnitude of the work to move personnel and contents, a Program Manager is needed to oversee the different disciplines required for a smooth transition and to provide the most efficient move out plan, without the disruption of District operations and essential services. The funding of this contract is from the Real Estate Proceeds Sale funds from the sale of the underutilized properties. The original contract amount has increased due to the addition in the scope of work and elevates the cost of the contract to need Board authority. Administration is requesting the approval of the ratification of the Consultant Service Contract for consulting services for special projects for the increased contract amount.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification of the Consultant Service Contract for Professional and Consulting Services for Special Projects
2. Decline to Approve Ratification of the Consultant Service Contract for Professional and Consulting Services for Special Projects
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

Real Estate Sale Proceeds Fund   652-41-6291-001-750-99-405-000000

**COST:**

Not-to-Exceed - \$60,000

**VENDOR:**

Elsie I. Schiro

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid Number: 21-083-B

The above bid/proposal has been evaluated in accordance with the Texas Government Code section 2269.155. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The selected vendor has been qualified to support this purchase.

**PARTICIPATING SCHOOL/DEPARTMENTS**

District - Wide

**RATIONALE:**

The consultant, acting as a Project Manager for the District, will assist in the process of moving several departments to new locations. Due to the number of occupied facilities and the magnitude of the work to move personnel and contents, a Program Manager is needed to oversee the different disciplines required for a smooth transition and to provide the most efficient move out plan, without the disruption of District operations and essential services. The original contract amount has increased to need Board authority. Additionally, it was imperative that work continue throughout the summer to ensure transitions and facility changes be complete in time for the start of the 2021-2022 school year. The contract period is from July 1, 2021 through June 30, 2022 with expenses incurred since July 1, 2021. Administration is requesting the approval of the ratification of the Consultant Service Contract for consulting services for special projects for the increased contract amount from \$40,000 to \$60,000.

**INFORMATION SOURCE:**

Karen Molinar  
Michael Ball

**CONSENT AGENDA ITEM  
BOARD MEETING  
SEPTEMBER 28, 2021**

**TOPIC:       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**

**BACKGROUND:**

On March 23, 2021, the Board of Education (BOE) authorized the remodel of the District's warehouse located at 4200 Lubbock Avenue (Lubbock), Fort Worth, Texas, to be used as the new facility for warehouse operations currently located at 2808 Tillar and 2801 – 2809 Cullen in Fort Worth, Texas. The Administration determined that the warehouse on Lubbock had the capacity to house many of the maintenance trades, maintenance warehouse, and other maintenance staff and departments to be vacated due to the sale of certain District properties. A contract was negotiated with Northridge Construction Group and the remodel is in progress.

Since that time, and in an effort to attain the maximum efficiency and usage of this warehouse, it was determined that this facility is large enough to house the technology warehouse but that an approximate 5,500 square foot area would need to be climatized in order to properly store laptops, tablets, computers, and other technology related equipment. This requires a change order to the current contract with the General Contractor.

**STRATEGIC GOAL:**

2-Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

Fund 652-Real Estate Sale Proceeds Fund

652-81-6629-R01-999-99-405-000000

**COST ADDED TO PREVIOUSLY APPROVED CONTRACT:**

Not-to-Exceed - \$100,000

**VENDOR:**

Northridge Construction Group

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 21-055

Number of Bid/Proposals received: 3

HUB Firms: 2

Compliant Bids: 3

The above bid/proposal has been evaluated in accordance with the Texas Government Code Section 2269.155. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The selected vendor has been qualified to support this purchase.

**PARTICIPATING SCHOOL/DEPARTMENTS**

Maintenance and Operations

Department of Technology

**RATIONALE:**

During the remodel of the Lubbock warehouse, it was determined that this facility is large enough to house the technology warehouse. However, an approximate 5,500 square foot area would need to be climatized. This requires a change order to the current contract with the General Contractor. It would be in the District’s best interest and the recommendation of Administration to climatize the designated area at Lubbock. This would be the most cost-effective manner to secure a climatized warehouse for technology and maximize the use of the Lubbock facility.

**INFORMATION SOURCE:**

Karen Molinar

Marlon Shears

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       APPROVE PURCHASE OF CABLING, INTERACTIVE SMARTBOARDS,  
AND CARPET REPLACEMENT FOR THE DISTRICT’S FACILITY  
LOCATED AT 215 N.E. 14<sup>TH</sup> STREET, FORT WORTH, TEXAS**

**BACKGROUND:**

On October 30, 2020, certain underutilized District facilities were sold pursuant to previously granted Board of Education (BOE) authority. Since that time, the District has been planning the strategic relocation of departments and warehouses from the facilities that were sold. Several curriculum departments and respective staff will be moving to the District’s facility located at 215 N.E. 14th Street, Fort Worth, Texas (formerly M.G. Ellis Primary School). The facility is currently being prepared for move-in over the next three to four months. As a result of the relocation of over 200 employees to this location, it is necessary to install data cables, panels, and required connections for defined workstations throughout the facility; to purchase interactive smartboards for use in designated rooms for teaching, staff collaboration, and other educational purposes; and to replace carpet that was installed when the facility was used as an educational facility.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Cabling, Interactive Smartboards, and Carpet Replacement for the District’s Facility Located at 215 N.E. 214<sup>th</sup> Street, Fort Worth, Texas
2. Decline to Approve Purchase of Cabling, Interactive Smartboards, and Carpet Replacement for the District’s Facility Located at 215 N.E. 214<sup>th</sup> Street, Fort Worth, Texas
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Cabling, Interactive Smartboards, and Carpet Replacement for the District’s Facility Located at 215 N.E. 214<sup>th</sup> Street, Fort Worth, Texas

**FUNDING SOURCE**

*Additional Details*

Real Estate Sale Proceeds Fund

652-51-6XXX-M41-999-99-405-000000



**COST:**

Not-to-Exceed - \$105,000 for Cabling  
Not-to-Exceed - \$73,000 for Interactive Smartboards  
Not-to-Exceed - \$138,000 for Carpet Replacement

**VENDOR:**

Cabling: Southwest Networks, Inc.  
Interactive Smartboards: ProComputing  
Carpet Replacement: Gomez Floor Covering, Inc.

**PURCHASING MECHANISM**

Interlocal Agreements

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through Interlocal contracts. Pricing obtained through the Educational Purchasing Cooperative of North Texas Contract #DISD JS-205138-Southwest Networks; The Interlocal Purchasing System Contract #21010 & 200904-ProComputing; Buyboard, Contract #642-21-Gomez Floor Covering. 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
  
- Inter-Local (IL) Agreements in place for Vendors Provided Above

**PARTICIPATING SCHOOL/DEPARTMENTS**

Maintenance and Operations  
Division of Technology

**RATIONALE:**

With the downsizing and consolidation of several District campuses, and considering the previous sale of several of the District's underutilized properties, the District's facility located at 215 N.E. 14<sup>th</sup> Street, Fort Worth, Texas (formerly M.G. Ellis Primary School) can now be utilized to house staff from several curriculum departments. The purchase of cabling provides the required infrastructure, bandwidth, and required connections for defined workstations. Interactive Smartboards will be used for staff collaboration, teaching, and other educational purposes. The facility, previously used as a school, requires carpet replacement.

**INFORMATION SOURCE:**

Karen Molinar

MICHAEL HINOJOSA,  
ED.D. SUPERINTENDENT  
OF SCHOOLS



**Renewal Letter**

**Date: March 1, 2021**

Southwest Networks  
Attn: FJ O'Leary  
1111 W. Carrier Parkway, Ste 400  
Grand Prairie, TX 75050

Subject: Renewal Contract "JB-205138 – Network Fiber and Cabling,  
Board Doc Date Dated December 14, 2017

Dear Vendor:

On February 22, 2018, your company and the Dallas Independent School District executed an Agreement for the above-referenced RFP and the year one renewal option will expire June 30, 2021. The Dallas Independent School District wishes, in accordance with the terms of the agreement, to extend this contract through June 30, 2022. The extension includes the same terms and conditions of the original Agreement.

If this is acceptable and in accordance with Exhibit A,B,C,D,E,F, G and H of the Agreement would still prevail, indicate your acceptance and acknowledgement by signing below and returning the original of this document to me via email (as listed below) no later than Friday, March 5, 2021 in order that this extension may be made effective.

If there are any questions pertaining to this notice, please contact me.

Sincerely,

*John Blythe*

John Bythe  
Senior Buyer – Procurement Services  
Dallas Independent School District  
jblythe@dallasisd.org  
(972)925-4129

Accepted by:

*F.J. O'Leary*

Signature  
VP- Sales

Title  
fj@southwestnetworks.com

E-mail address

F.J. O'Leary

Name  
827-897-3535

Phone  
3-1-2021

Date



ProComputing Services

**AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)**

EMAIL PURCHASE ORDER TO: sales@procomputing.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

**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



Print

VENDOR **ProComputing Services**

1160 Mustang Drive, Suite 500 DFW Airport TX,75261

WEBSITE [www.procomputing.com](http://www.procomputing.com)

SERVICE/PRODUCTS DESCRIPTION ProComputing Services provides Audio Visual and IT solutions including equipment, installation, service, staffing, Project coordination, Project management, and Professional Development specializing in K-12 institutions

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

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

CONTRACT: **190703** Video and Audio Equipment, Presentation Systems, Production and other Services

End Date: Sep-30-2022 EDGAR COMPLIANCE: No

CONTRACT: **200904** Audio Visual Equipment, Supplies, and Services

End Date: Nov-30-2023 EDGAR COMPLIANCE: [View Doc.](#)





## Vendor Contract Information Summary

Vendor Name Gomez Floor Covering, Inc.  
Contact Jeff Carter  
Phone Number 2149051901  
Email jcarter@gomezfc.com  
Website www.gomezfc.com  
Federal ID 74-2801036  
Accepts RFQs Yes  
Address Line 1 3816 Binz Engleman, B-125  
Vendor City San Antonio  
Vendor Zip 78219  
Vendor State TX  
Vendor Country USA  
Delivery Days 30  
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 Yes  
Women Owned Yes  
Certificate Number HFMB68121N0221  
Certifying Agency NCTRCA  
Is National No  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE Yes  
Regions Served All Texas Regions  
States Served Texas  
Contract Name Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining  
Contract # 642-21  
Effective Date 06/01/2021  
Expiration Date 05/31/2024  
Quote Reference Number 642-21



## Vendor Contract Information Summary

Return Policy 25% restocking fee.

Additional Dealers Gomez Floor Covering, Dallas, TX

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE PURCHASE OF INTERACTIVE FLAT PANELS AND SERVICES FOR CLASSROOM ADDITIONS AND RENOVATIONS**

**BACKGROUND:**

As part of the Capital Improvement Program (CIP) 2017 renovation and construction work at schools, technology is needed to equip classrooms as they are completed. The new classroom technology includes interactive flat panels on the teaching wall for teacher presentations and student interactivity. Approval is needed to ensure essential classroom technology tools are available to install as classroom construction is completed.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Interactive Flat Panels and Services for Classroom Additions and Renovations
2. Decline to Approve Purchase of Interactive Flat Panels and Services for Classroom Additions and Renovations
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

TRE	198-11-6396-001-001-11-423-000000.....	\$97,704
	198-11-6396-001-002-11-423-000000.....	\$78,706
	198-11-6396-001-004-11-423-000000.....	\$59,708

**COST:**

\$236,118

**VENDOR:**

ProComputing Services



**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 #200904. 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:**

Amon-Carter Riverside High School  
Arlington Heights High School  
Diamond Hill-Jarvis High School

**RATIONALE:**

Approval will support classroom instruction for new and renovated areas by provisioning needed technology.

**INFORMATION SOURCE:**

Marlon Shears



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099

**PROPOSAL:** 145418  
**DOC. TYPE:** SQ  
**DATE:** 8/31/2021  
**SHIP VIA:**  
**REP:** FRANKS, JUSTIN

**SOLD TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
SUITE NW 140-E  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

**SHIP TO:** CARTER-RIVERSIDE HIGH SCHOOL  
GREG RUTHART  
3301 YUCCA AVE  
FORT WORTH, TX 76111-4836  
PH. (817) 814-9000

Account:	100396	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
<b>ActivPanel -Fixed-height, wall install:</b>					
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	36	\$2,385.00	\$85,860.00	
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	36	\$54.00	\$1,944.00	
TVINSTALL	Wall Installation	36	\$275.00	\$9,900.00	
TIPS	<i>Electrical work not included if needed. Any required asbestos abatement to be performed by the distr</i> TIPS (Contract# 210101) Technology Solutions, Products and Services <i>Quote is good for 90 Days</i>	1	\$0.00	\$0.00	

Sub-Total:	\$97,704.00
Tax:	\$0.00
<b>Total:</b>	<b>\$97,704.00</b>

### FOR ELECTRONIC INVOICING:

**SEND REQUEST TO: [e-invoice@procomputing.com](mailto:e-invoice@procomputing.com) with your designated email address**

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com),  
send all payments to the address above.**

65 Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099

**PROPOSAL:** 145417  
**DOC. TYPE:** SQ  
**DATE:** 8/31/2021  
**SHIP VIA:**  
**REP:** FRANKS, JUSTIN

**SOLD TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
SUITE NW 140-E  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

**SHIP TO:** ARLINGTON HEIGHTS HIGH SCHOOL  
SARAH WEEKS  
4501 W FREEWAY  
FORT WORTH, TX 76107-5499  
PH. (817) 815-1000

Account:	100396	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
<b>ActivPanel -Fixed-height, wall install:</b>					
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	29	\$2,385.00	\$69,165.00	
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	29	\$54.00	\$1,566.00	
TVINSTALL	Wall Installation	29	\$275.00	\$7,975.00	
TIPS	<i>Electrical work not included if needed. Any required asbestos abatement to be performed by the distr</i> TIPS (Contract# 210101) Technology Solutions, Products and Services <i>Quote is good for 90 Days</i>	1	\$0.00	\$0.00	

Sub-Total:	\$78,706.00
Tax:	\$0.00
<b>Total:</b>	<b>\$78,706.00</b>

**FOR ELECTRONIC INVOICING:**

**SEND REQUEST TO: e-invoice@procomputing.com with your designated email address**

**E-Mail all purchase orders to sales@procomputing.com,  
send all payments to the address above.**

66 Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099

**PROPOSAL:** 145426  
**DOC. TYPE:** SQ  
**DATE:** 8/31/2021  
**SHIP VIA:**  
**REP:** FRANKS, JUSTIN

**SOLD TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
SUITE NW 140-E  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

**SHIP TO:** DIAMOND HILL-JARVIS HIGH SCHOOL  
JAMES GARCIA  
1411 MAYDELL ST  
FORT WORTH, TX 76106-4596  
PH. (817) 815-0000

Account:	100396	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
<b>ActivPanel -Fixed-height, wall install:</b>					
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	22	\$2,385.00	\$52,470.00	
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	22	\$54.00	\$1,188.00	
TVINSTALL	Wall Installation	22	\$275.00	\$6,050.00	
TIPS	<i>Electrical work not included if needed. Any required asbestos abatement to be performed by the distr</i> TIPS (Contract# 210101) Technology Solutions, Products and Services <i>Quote is good for 90 Days</i>	1	\$0.00	\$0.00	

Sub-Total:	\$59,708.00
Tax:	\$0.00
<b>Total:</b>	<b>\$59,708.00</b>

### FOR ELECTRONIC INVOICING:

**SEND REQUEST TO: [e-invoice@procomputing.com](mailto:e-invoice@procomputing.com) with your designated email address**

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com),  
send all payments to the address above.**

67 Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

Search



ProComputing Services

**AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)**

EMAIL PURCHASE ORDER TO: sales@procomputing.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

**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](#)

<b>OVERVIEW</b>	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **ProComputing Services**

1160 Mustang Drive, Suite 500 DFW Airport TX,75261

WEBSITE [www.procomputing.com](http://www.procomputing.com)

SERVICE/PRODUCTS DESCRIPTION ProComputing Services provides Audio Visual and IT solutions including equipment, installation, service, staffing, Project coordination, Project management, and Professional Development specializing in K-12 institutions

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

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

CONTRACT: **190703** Video and Audio Equipment, Presentation Systems, Production and other Services

End Date: Sep-30-2022 EDGAR COMPLIANCE: **No**

CONTRACT: **200904** Audio Visual Equipment, Supplies, and Services

End Date: Nov-30-2023 EDGAR COMPLIANCE: [View Doc.](#)

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE PURCHASE OF SUPPORT FOR VIRTUAL SERVER ENVIRONMENT**

**BACKGROUND:**

Fort Worth ISD Technology maintains a virtual network server environment for District business systems. The support services requested are needed for regular maintenance. This support will provide the District with the latest updates and resources to troubleshoot and maintain a secure and robust environment. This subscription will be renewed annually.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Support for Virtual Server Environment
2. Decline to Approve Purchase of Support for Virtual Server Environment
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Support for Virtual Server Environment

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$136,688.22

**VENDOR:**

Sequel Data Systems, Inc.

## **PURCHASING MECHANISM**

Interlocal Agreement

DIR-TSO-3926

### ***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 support will provide the District with a secure and robust virtual environment for business systems.

### **INFORMATION SOURCE:**

Marlon Shears



11824 Jollyville Rd. Suite 400

Austin, Tx 78759

Sequel Data Systems Incorporated

Quote Number: OP-202197



VMWARE SUPPORT RENEWAL

Customer:

Fort Worth ISD  
Laura Mathews  
[Laura.mathews@fwisd.org](mailto:Laura.mathews@fwisd.org)  
  
DIR Contract No. **DIR-TSO-3926**

Renewals Account Manager:

Carrie McDonald  
Sequel Data Systems  
[carrie.mcdonald@sequeldata.com](mailto:carrie.mcdonald@sequeldata.com)  
Office: 512-918-8841

Item	Part #	Qty.	Description	Start Date	End Date	Unit Price	Ext. Price
1	VS6-EPL-P-SSS-A	37	Academic Production Support/Subscription Vmware vSphere 6 Enterprise Plus for 1 processor	4/8/2019	8/31/2022	\$2,947.25	\$ 109,048.25
2	VS6-EPL-P-SSS-C	3	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor	8/17/2018	8/31/2022	\$3,503.43	\$ 10,510.29
3	VCS6-STD-P-SSS-A	1	Academic Production Support/Subscription Vmware vCenter Server 6 Standard for vSphere 6 (Per Instance)	4/29/2019	8/31/2022	\$4,976.06	\$ 4,976.06
4	VCS6-STD-P-SSS-A	1	Academic Production Support/Subscription Vmware vCenter Server 6 Standard for vSphere 6 (Per Instance)	12/22/2018	8/31/2022	\$5,498.56	\$ 5,498.56
5	VS6-EPL-P-SSS-C	2	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor	10/30/2018	8/31/2022	\$3,327.53	\$ 6,655.06
						<b>QUOTE TOTAL</b>	<b>\$136,688.22</b>



## Texas Department of Information Resources

Can't find what  
you're looking for?



Home / All Contracts & Services / Contract Detail

# Carahsoft Technology Corporation

### Vendor ID

1522189693700

### URL

[Vendor Website](#)

### HUB Type

Non HUB

### DIR Contract Number

DIR-TSO-3926

### Contract Term End Date

6/28/2022

### Contract Exp Date

6/28/2022

### Contact Carahsoft Technology Corporation

#### Contact

[David Marshall-Pinko](#)

#### Phone

(703) 581-6728

#### Fax

(703) 871-8505

### Contact DIR

#### Contact

[Tiffanay Waller](#)

#### Phone

(512) 475-4962

#### Fax

(512) 475-4759

## Contract Overview

Carahsoft Technology Corporation offers emergency preparedness hardware and related services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. \*DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 6/28/2022.

## Contract Documents

- [DIR-TSO-3926 Contract PDF \(236.39KB\)](#)
- [DIR-TSO-3926 Appendix A Standard Terms and Conditions 11-6-2019 \(per Amendment 3\) PDF \(536.1KB\)](#)
- [DIR-TSO-3926 Appendix B HUB Subcontracting Plan \(Approved 6-22-2021\) PDF \(980.63KB\)](#)
- [DIR-TSO-3926 Appendix C Pricing Index \(per Amendment 2\) PDF \(142.58KB\)](#)

Vendor Name	Contact Name	Phone/Fax	
Sequel Data Systems, Inc.	Non HUB	<a href="#">Jonathan Clifton</a>	Phone: (512) 918-8841 Fax: (512) 918-8843
Set Solutions, Inc.	Non HUB	<a href="#">Diana Rodriguez</a>	Phone: (713) 956-6600 Fax: (713) 956-9678
SHI Government Solutions, Inc.	Asian/Female	<a href="#">Texas Team</a>	Phone: (800) 870-6079 Fax: (512) 732-0232
Sinnott Wolach Technology Group	Non HUB	<a href="#">Margaret Sinnott</a>	Phone: (561) 632-2695 Fax: (305) 407-3345
Sirius Computer Solutions, Inc	Non HUB	<a href="#">Phyllis Byrd (PJ)</a>	Phone: 210-369-0617 Fax: (866) 313-0960
Softchoice	Non HUB	<a href="#">Allie Trent</a>	Phone: (312) 260-9885 Fax:
Softex, Inc.	Non HUB	<a href="#">Joe Meldrich</a>	Phone: (877) 441-9588 Fax: (703) 637-1102
Solid Border, Inc.	Hispanic/Male	<a href="#">Kaye del Barrio</a>	Phone: (210) 492-8125 Fax: (800) 887-9974
Solid IT Networks, Inc.	Non HUB	<a href="#">Janet Phillips</a>	Phone: 603-522-3168 Fax: (940) 464-0181
Solutions Simplified	Non HUB	<a href="#">Bryce Fields</a>	Phone: (916) 715-0337 Fax:
Sterling Computers Corporation	Woman Owned	<a href="#">Jordan Campbell</a>	Phone: (512) 872-5068 Fax: (605) 242-4001
Superior Turnkey Solutions Group, Inc.	Non HUB	<a href="#">Josh Thomas</a>	Phone: Fax:
Taborda Texas	Woman Owned	<a href="#">Bear Williams</a>	Phone: (916) 717-8711 Fax:
TanChes Global Management, Inc.	Asian/Female	<a href="#">Tanaz Choudhury</a>	Phone: (281) 826-2437 Fax: (281) 503-7123
Tech Orchard, LLC	Non HUB	<a href="#">Phil Poje</a>	Phone: (913) 685-1475 Fax:
Teqsys, Inc.	Woman Owned	<a href="#">Keri Ramirez</a>	Phone: (512) 940-3199 Fax: (512) 445-7440
Texas 24	Non HUB	<a href="#">Tom Gleason</a>	Phone: (469) 518-4292 Fax:
The Broadleaf Group, LLC	Non HUB	<a href="#">Amy Barton</a>	Phone: (210) 678-4721 Fax: (832) 295-4830

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE PURCHASE OF WINDOWS VIRTUAL DESKTOP  
SUPPORT SERVICES FOR CAREER AND TECHNOLOGY EDUCATION  
(CTE)**

**BACKGROUND:**

Fort Worth ISD Technology provides a virtual desktop environment for students. Virtual desktops allow students to use a District-issued mobile device to connect to a Windows environment to access tools and applications needed to complete advanced Career and Technology Education (CTE) coursework. This requested service includes hands-on troubleshooting support, scaling of service, and configuration. This service will provide Fort Worth ISD with support through June 30, 2022.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Windows Virtual Desktop Support Services for Career and Technology Education (CTE)
2. Decline to Approve Purchase of Windows Virtual Desktop Support Services for Career and Technology Education (CTE)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6299-814-999-99-427-00000

**COST:**

\$139,635

**VENDOR:**

Cloud Unity

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083

Number of Bid/Proposals received: 91

HUB Firms: 11

Compliant Bids: 87

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/DEPARTMENTS**

District-Wide

**RATIONALE:**

Support services for the virtual desktop environment will provide students with access to tools to complete CTE course assignments.

**INFORMATION SOURCE:**

Marlon Shears



**Cloud Unity**

5080 Spectrum Dr Ste 1000 East  
Addison, TX 75001 US  
msumar@cloudunity.com  
www.cloudunity.com

# QUOTE

**ADDRESS**

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

**QUOTE #** 1019

**DATE** 09/01/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Managed Services</b>	Month of October CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	107	145.00	15,515.00
<b>Managed Services</b>	Month of November CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	107	145.00	15,515.00
<b>Managed Services</b>	Month of December CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	107	145.00	15,515.00
<b>Managed Services</b>	Month of January CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	107	145.00	15,515.00
<b>Managed Services</b>	Month of February CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	107	145.00	15,515.00

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Managed Services</b>	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of March CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	107	145.00	15,515.00
<b>Managed Services</b>	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of April CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	107	145.00	15,515.00
<b>Managed Services</b>	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of May CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	107	145.00	15,515.00
<b>Managed Services</b>	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of June CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	107	145.00	15,515.00

Vendor #: 29405  
19-085-E (Career Technical Education-Instructional Materials, Services and Equipment)  
21-053 Addendum 2 (IT Consultant Service)

TOTAL

**\$139,635.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**        **APPROVE PURCHASE OF STUDENT LAPTOPS AND SERVICES FOR I.M. TERRELL ACADEMY**

**BACKGROUND:**

Enrollment at I.M. Terrell Academy for STEM and VPA for the 2021-2022 school year exceeds the available student laptops for the DiG-iN One-to-One laptop program. The instructional program at I.M. Terrell Academy requires more advanced laptops to run the necessary software for the instructional program. This request is for 52 laptops.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Student Laptops and Services for I.M. Terrell Academy
2. Decline to Approve Purchase of Student Laptops and Services for I.M. Terrell Academy
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**        *Additional Details*

TRE                                198-11-6396-001-087-11-423-000000

**COST:**

\$75,988.12

**VENDOR:**

Hewlett Packard

**PURCHASING MECHANISM:**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-2159. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

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

I.M. Terrell Academy for VPA & STEM

**RATIONALE:**

Approval of this request will provide the needed laptops to meet instructional program needs.

**INFORMATION SOURCE:**

Marlon Shears





September 10, 2021

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

Dear Lenora Scales,

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

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

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

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

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

Orders should be either Faxed to 800-825-2329, emailed to [ORDERS-PROCESSING-USA@hp.com](mailto:ORDERS-PROCESSING-USA@hp.com).

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

Ordering address:

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



# Zbook Firefly 14 G8 w 4YR PUR/ADP

HP Customer Quote 2456663  
Contract Number: TX - TEXAS DEPT OF INFORMATION  
RESOURCES [DIR-TSO-4159]  
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO  
NOT SHARE

## Information & Details

**Organization name:** FORT WORTH ISD  
**Catalog name:** TX - TEXAS DEPT OF INFORMATION  
RESOURCES [DIR-TSO-4159]  
**Created by:** jessica.fleming@hp.com  
**Partner Agent ID:**  
**Name:** jessica.fleming@hp.com  
**Email:** lenora.scales@fwisd.org  
**Phone:** 817-814-3011  
**Email notification:** jessica.fleming@hp.com  
**Created:** September 10, 2021  
**Expires:** October 10, 2021  
**Payment method:**  
**Quote total:** USD 75,988.12

## Billing Information

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

## Shipping Information

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

### Comments:

### Invoice instructions:

### Shipping instructions:

## Quote Summary

Product #	Product Description	Manufacturer #	Quantity	Unit Price	Total Price
	Configurable HP Zbook Firefly 14 G8 Series IDS Reference Model: 33628420 Configuration: 34325310		52	USD 1,215.12 <del>USD 1,883.74</del> Special price valid until 11/02/2021	USD 63,186.24
275W0AV	HP IDS DSC i7-1165G7 16GB 14 G8 Base NB PC		1		
1A2J2AV	Standard Packaging		1		
4SS11AV#ABA	OS Localization		1		
1A2J9AV	Windows 10 Home 64 Plus		1		
1A2M7AV	Integrated HD 720p DualAryMic Webcam		1		
1A2F7AV	14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam bent		1		
1A2M2AV	512GB PCIe NVMe Three Layer Cell Solid State Drive		1		
1A2H2AV	No Near Field Communication (No NFC)		1		
275X3AV	Intel Wi-Fi 6 AX201 ax 2x2 MU-MIMO nvP 160MHz +Bluetooth 5 WW with 2 Antennas		1		
2U5E2AV	No WWAN for DSC		1		
1A2L4AV	Fingerprint Sensor		1		
1A2H3AV	No SmartCard Reader		1		
1A2F0AV	3 Cell 53 WHr Long Life		1		
1A2E9AV	65 Watt Smart nPFC Right Angle AC Adapter		1		
1A2S9AV#ABA	C5 1.0m Tag Conventional Power Cord	81	1		
1A2T7AV#ABA	3/3/0 Warranty		1		



# Zbook Firefly 14 G8 w 4YR PUR/ADP

HP Customer Quote 2456663  
Contract Number: TX - TEXAS DEPT OF INFORMATION  
RESOURCES [DIR-TSO-4159]  
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Product #	Product Description	Manufacturer #	Quantity	Unit Price	Total Price
2KY02AV	DIB No Adobe Software		1		
X9H49AV	No vPro AMT supported		1		
1A2S8AV#ABA	Country Localization		1		
1A2W5AV#ABA	Dual Point Backlit spill-resistant Premium Keyboard		1		
3E756AV	Electronic TCO Certified labeling		1		
2E0U1AV	InTile Capable		1		
1Y630AV	Electronic Energy Star labeling (EStar)		1		
18P75AV	Core i7 sz3 G11 Label		1		
YOK74AA	DLG-FWISD Laptop with install	YOK74AA	52	USD 39.00	USD 2,028.00
C001262	InfoCase Classmate Always-On Carrying Case for 13" Samsung Notebook, Chromebook - Black - Impact Resistance Interior - Nylon She	CM-A0-CB13	52	USD 31.19 <del>USD 38.21</del> Special price valid until 01/31/2022	USD 1,621.88
U02C8E	HP 4 year Pickup and Return Hardware Support with Accidental DamageProtection G2		52	USD 176.00 <del>USD 219.60</del> Special price valid until 01/31/2022	USD 9,152.00
Special pricing code: 43531851			<b>Subtotal</b>		USD 75,988.12
			<b>Total</b>		USD 75,988.12

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

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

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

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

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

## Texas Department of Information Resources

Can't find what  
you're looking for?



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

### HP Inc.

#### Vendor ID

1941081436211

#### URL

[Vendor Website](#)

#### HUB Type

Non HUB

#### DIR Contract Number

DIR-TSO-4159

#### Contract Term End Date

9/28/2022

#### Contract Exp Date

9/28/2024

#### Contact HP Inc.

##### Contact

[Debra Lee](#)

##### Phone

(847) 537-0344

##### Fax

630) 884-320

#### Contact DIR

##### Contact

[Tiffanay Waller](#)

##### Phone

(512) 475-4962

##### Fax

(512) 475-4759

### Contract Overview

HP Inc. offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Available brands include: HP, APC, Citrix, and many others. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. • DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 9/28/2022.

### Contract Documents

- [DIR-TSO-4159 Contract PDF \(320.51KB\)](#)
- [DIR-TSO-4159 Appendix A Standard Terms and Conditions \(per Amendment 3\) PDF \(755.9KB\)](#)
- [DIR-TSO-4159 Appendix B HUB Subcontracting Plan \(Approved 7-2-2021\) PDF \(1.34MB\)](#)

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE PURCHASE OF DISASTER RECOVERY MANAGED SERVICES**

**BACKGROUND:**

This managed disaster recovery and business continuity managed service will provide Fort Worth ISD with monthly reports, troubleshooting support of daily tasks, and updates and patching of cloud-backup systems. Consulting will include testing and reporting of cloud failover and fallback for the district Enterprise Resource Planning (ERP) system. This service will provide Fort Worth ISD with support through June 30, 2022.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Disaster Recovery Managed Services
2. Decline to Approve Purchase of Disaster Recovery Managed Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Disaster Recovery Managed Services

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6299-814-999-99-427-000000

**COST:**

\$130,355

**VENDOR:**

Cloud Unity

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083

Number of Bid/Proposals received: 91

HUB Firms: 11

Compliant Bids: 87

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

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

### **RATIONALE:**

Approval of this managed service will provide Fort Worth ISD with support and consultation for a comprehensive disaster recovery and business continuity strategy.

### **INFORMATION SOURCE:**

Marlon Shears



**Cloud Unity**

5080 Spectrum Dr Ste 1000 East  
Addison, TX 75001 US  
msumar@cloudunity.com  
www.cloudunity.com

# QUOTE

**ADDRESS**

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

**QUOTE # 1020**

**DATE 09/01/2021**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Managed Services</b>	Month of October Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	49	155.00	7,595.00
<b>Managed Services</b>	Month of November Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	49	155.00	7,595.00
<b>Managed Services</b>	Month of December Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	49	155.00	7,595.00
<b>Managed Services</b>	Month of January Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	49	155.00	7,595.00
<b>Managed Services</b>	Month of February Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	49	155.00	7,595.00
<b>Managed Services</b>	Month of March Disaster Recovery / Business	49	155.00	7,595.00

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Managed Services</b>	Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Month of April Disaster Recovery / Business	49	155.00	7,595.00
<b>Managed Services</b>	Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Month of May Disaster Recovery / Business	49	155.00	7,595.00
<b>Managed Services</b>	Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Month of June Disaster Recovery / Business	49	155.00	7,595.00
<b>Consulting</b>	Bi-Annual (Mid-Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00
<b>Consulting</b>	Bi-Annual (End of School Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00

Vendor #: 29405  
19-085-E (Career Technical Education-Instructional Materials, Services and Equipment)  
21-053 Addendum 2 (IT Consultant Service)

TOTAL

**\$130,355.00**

Accepted By

Accepted Date



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:      APPROVE PURCHASE OF TECHNOLOGY SERVICE MANAGEMENT SYSTEM**

**BACKGROUND:**

Technology support and customer service are essential parts of the overall Division of Technology strategy. The requested cloud-based service management system (SMS) includes tools to provide outstanding customer support to all stakeholders. Customers can track the status of service requests. With this SMS, Technology will manage technology service incidents, requests for new services, and track progress of projects. The term of this service is for three (3) years - October 4, 2021 - October 3, 2024.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Technology Service Management System
2. Decline to Approve Purchase of Technology Service Management System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Technology Service Management System

**FUNDING SOURCE**

*Additional Details*

VATRE

199-53-6399-806-999-99-423-000000

**COST:**

\$199,382.40 (3-Year Cost)

**VENDOR:**

ServiceNow, Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-4036, DIR-TSO-3926 and Consortium Internet 2 - Contract CON5025512. 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**

Customer Service/Customer Support

**RATIONALE:**

Approval of this system will enable the Technology department to streamline service requests and projects while providing superior customer service to stakeholders.

**INFORMATION SOURCE:**

Marlon Shears

# Order Form



ServiceNow, Inc.  
2225 Lawson Lane  
Santa Clara, CA 95054

Order Number
ORD5025512-2

Pricing Expiration: 3 Oct 2021

SNC Account Exec	David Henslee
Phone	
E-mail	david.henslee@servicenow.com

Customer Invoice Address	Customer Ship To Address
--------------------------	--------------------------

Company Name	Fort Worth ISD	Company Name	Fort Worth ISD
Address	100 N University Dr	Address	100 N University Dr
Suite		Suite	
City	Fort Worth	City	Fort Worth
State/Province	TX - Texas	State/Province	TX - Texas
Zip/Postal Code	76107-1360	Zip/Postal Code	76107-1360
Country	United States	Country	United States
AP Contact Name		Business Contact	
Title		Title	
Phone		Phone	
E-mail		E-mail	
Account #	ACCT0022879	Tax ID#	

Reference Contract #(s)	CON5025512	PO #	
		Tax exempt?	Yes
		Payment Terms	Net due in 30 days
Currency	USD		

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD11726	ServiceNow® I2 IT Service Management Professional	Fulfiller User	30	36 Months	4 Oct 2021	3 Oct 2024	\$ 39.60	\$ 14,256.00	\$ 42,768.00
PROD11733	ServiceNow® I2 IT Service Management Professional	Included Student Fulfiller	15	36 Months	4 Oct 2021	3 Oct 2024	\$ 0.00	\$ 0.00	\$ 0.00
PROD12543	ServiceNow® I2 IT Business Management Professional	ITBM User	5	36 Months	4 Oct 2021	3 Oct 2024	\$ 33.00	\$ 1,980.00	\$ 5,940.00
PROD12730	ServiceNow® I2 Agile Team	Module	1	36 Months	4 Oct 2021	3 Oct 2024	\$ 0.00	\$ 0.00	\$ 0.00
PROD15277	ServiceNow® I2 Business Stakeholder	Business Stakeholder User	10	36 Months	4 Oct 2021	3 Oct 2024	\$ 9.24	\$ 1,108.80	\$ 3,326.40
PROD15148	ServiceNow® I2 ITOM Visibility	Subscription Unit	500	36 Months	4 Oct 2021	3 Oct 2024	\$ 3.17	\$ 19,020.00	\$ 57,060.00
PROD15279	ServiceNow® I2 Customer Service Management Professional With App Engine 100	Fulfiller User	20	36 Months	4 Oct 2021	3 Oct 2024	\$ 59.40	\$ 14,256.00	\$ 42,768.00

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD15509	ServiceNow® I2 Customer Service Management Professional	Included Student Fulfiller	10	36 Months	4 Oct 2021	3 Oct 2024	\$ 0.00	\$ 0.00	\$ 0.00
PROD11661	ServiceNow® I2 IntegrationHub Starter	Transactions	1	36 Months	4 Oct 2021	3 Oct 2024	\$ 0.00	\$ 0.00	\$ 0.00
PROD11498	ServiceNow® I2 IntegrationHub Professional	Transactions	1	36 Months	4 Oct 2021	3 Oct 2024	\$ 1,320.00	\$ 15,840.00	\$ 47,520.00
<b>Subscription Product SubTotal</b>								\$ 66,460.80	\$ 199,382.40

<b>Education, Knowledge and Professional Services Subtotal</b>	<b>\$ 0.00</b>
<b>Pre-tax Total</b>	<b>\$ 199,382.40</b>
Estimated Taxes	\$ 0.00
<b>Estimated Grand Total</b>	<b>\$ 199,382.40</b>

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 66,460.80	\$ 0.00	\$ 66,460.80
Annual Subscription Fee	September 03, 2022	\$ 66,460.80	\$ 0.00	\$ 66,460.80
Annual Subscription Fee	September 03, 2023	\$ 66,460.80	\$ 0.00	\$ 66,460.80
		\$ 199,382.40	\$ 0.00	\$ 199,382.40

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit, 3 Non Production 4TB Storage Limit
Instance Names:	TBD, TBD, TBD, TBD
Customer ServiceNow Admin:	
Email:	
Data Center Region:	North America

☰ MENU (/quote)



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# Texas DIR Contract

DIR-TSO-4036



Texas DIR Contract: DIR-TSO-4036

Carahsoft Texas Vendor ID Number - 1522189693700

Contract Period: Through October 30, 2022 (with 3 option years)

## Vendors

### A

Alfresco (/alfresco)

### S

Salesforce (/salesforce)

ServiceNow (/servicenow)

### Authorized Users:

Any Texas state agency, unit of local government, institution of higher education, or other entity authorized by the Texas Government Code, and those state agencies purchasing from a contract, as authorized by Chapter 771, Texas Government Code, or the Interlocal Cooperation Act, Chapter 791, Texas Government Code, or subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.

DIR Co-op Contract Program Review (<https://dir.texas.gov/cooperativ...>)

DIR Website for Contract DIR-TSO-4036 (<https://dir.texas.gov/contracts/dir-tso-4036>)

**Chat with us**

Looking for technology recommendations or help with a quote, contract, order or any customer service questions? Carahsoft's representatives are here to help!

LET'S TALK



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE PURCHASE OF IMPLEMENTATION SERVICES FOR SERVICE MANAGEMENT SYSTEM**

**BACKGROUND:**

Customer service and support are an essential services of the Division of Technology. This purchase will provide the District with a new modern service management system (SMS), to support employees, parents, and students. The services include but are not limited to configuration of selected modules and integration with the core district system for user management. The SMS implementation will provide alignment with District business requirements and best practices for support of district stakeholders. The cost includes a 10% contingency over the amount quoted.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Implementation Services for Service Management System
2. Decline to Approve Purchase of Implementation Services for Service Management System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Implementation Services for Service Management System

**FUNDING SOURCE**

*Additional Details*

VATRE

199-53-6399-806-999-99-423-000000

**COST:**

Not-to-Exceed - \$270,000

**VENDOR:**

Carahsoft Technology Corp.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3926. 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:**

This purchase will provide a modern service management system, which will enable the Technology department to better serve its stakeholders.

**INFORMATION SOURCE:**

Marlon Shears

**GOVERNMENT - PRICE QUOTATION**



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

**TO:** Marlon Shears  
 Chief Information Officer  
 Fort Worth Independent School District  
 9400 N Central Expy  
 100 N. University Dr. Suite 300  
 Fort Worth, TX 76107 USA

**FROM:** Michael Edwards  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** marlon.shears@fwisd.org

**EMAIL:** Michael.Edwards@carahsoft.com

**PHONE:**

**PHONE:** (703) 889-9761

**FAX:** (703) 871-8505

**TERMS:** DIR Contract No. DIR-TSO-3926  
 Expiration Date: June 28, 2022  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

**QUOTE NO:** 31129777  
**QUOTE DATE:** 09/09/2021  
**QUOTE EXPIRES:** 10/09/2021  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$245,132.50

**TOTAL QUOTE:** \$245,132.50

Please see SOW for further detail



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

Contract Number

# DIR-TSO-3926

Contract Term Date: **06/28/22** ⓘ

Contract Expiration Date: **06/28/22** ⓘ

## Vendor Information

### [Carahsoft Technology Corporation](#)

Vendor ID: **1522189693700**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-398**

Contract Status: **Active**

#### VENDOR CONTACT:

[Kai Hollenhorst](#) ↗

Phone: (703) 230-7536

[Vendor Website](#) ↗

#### DIR CONTACT:

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

## Contract Overview

Carahsoft Technology Corporation offers emergency preparedness hardware and related services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. \*DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 6/28/2022.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

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

- Law Enforcement
- Law Enforcement
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       APPROVE PURCHASE OF SUPPORT SERVICES FOR LEARNING  
MANAGEMENT SYSTEM**

**BACKGROUND:**

Canvas is the learning management system (LMS) adopted by Fort Worth ISD. This service provides 24/7/365, Tier 1 support. Teachers will be able to contact Canvas Support directly by phone, live chat, or webform; receiving timely assistance with questions for building and maintaining online course materials for students. Support will be available in both English and Spanish. District LMS administrators will have the same phone access to support experts to address and troubleshoot any issues.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Support Services for Learning Management System
2. Decline to Approve Purchase of Support Services for Learning Management System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Support Services for Learning Management System

**FUNDING SOURCE**

*Additional Details*

VATRE

199-53-6299-808-999-99-423-000000

**COST:**

\$56,668

**VENDOR:**

Instructure Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Interlocal Purchasing System, Contract 200105. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

This service will provide teachers with access to timely support for this learning management system.

**INFORMATION SOURCE:**

Marlon Shears



Services Order Form

Order #: Q-216221-1  
 Date: 2021-07-19  
 Offer Valid Through: 2021-09-30

6330 South 3000 East, Suite 700 Salt Lake City, UT 84121, United States

**Order Form For Fort Worth Independent School District**

Address: 100 N University Dr  
 City: Fort Worth  
 State/Province: Texas  
 Zip/Postal Code: 76107  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

**Billing Contact**

**Primary Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: Shana Ellason  
 Email: shana.ellason@fwisd.org  
 Phone: +1 817-814-3091

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

**Year 1**

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Tier 1 Support (Faculty Only)	2021-09-01	2022-08-31	30% of Subscription (Minimums Apply)	1	USD 56,168.00	USD 56,168.00
Recurring Sub-Total						USD 56,168.00
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Non-Recurring Sub-Total						USD 500.00
Year 1 Total						USD 56,668.00
<b>Grand Total:</b>						USD 56,668.00

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Metrics and Descriptions:**

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure’s support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**


This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____  <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Fort Worth Independent School District**

Signature:	
Name:	Mark STEARS
Title:	Chief Information Officer
Date:	8/24/21

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Search

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR 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](#)

<b>OVERVIEW</b>	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **Instructure Inc**

6330 S 3000 E #700 Cottonwood Heights UT,84121

WEBSITE [www.instructure.com](http://www.instructure.com)

SERVICE/PRODUCTS DESCRIPTION Videri (analytics), Certify (data quality/cleansing), Data Connect (operational data store); We also have these additional products at Instructure - Canvas (Learning Management System), Studio (interactive video), MasteryConnect (Formative Assessment platform/Benchmarks), Navigate Item Banks (item content), Case Item Banks (Case item content), Case Benchmarks (state benchmark assessments)

CONTRACT: **200105** [Technology Solutions Products and Services](#)

End Date: May-31-2023 EDGAR COMPLIANCE: [View Doc.](#)

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

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

**BACKGROUND:**

The Landscape Department needs a new wide - area 16' 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.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Mowing Equipment for District - Wide Usage

**FUNDING SOURCE:**

*Additional Details*

TRE

198-51-6631-001-999-99-437-000000

**COST:**

\$111,706.19

**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  
 Professional Turf Products  
 (817) 785-1900  
 sales@proturf.com



Ship To	Ft. Worth ISD	Date:	7/23/2021
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Shane Thomas	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)	
1	30669	Universal Sunshade, White	
1	131-6691	Seat Cover Large Grey	
		<b>Groundsmaster 5900</b>	<b>\$ 111,706.19</b>

<b>SubTotal</b>	\$	<b>111,706.19</b>
<b>Destination</b>		<b>Included</b>
<b>Tax (Estimated)</b>	\$	<b>-</b>
<b>TOTAL</b>	<b>\$</b>	<b>111,706.19</b>

**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.
3. Due to market volatility prices are subject to change.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
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  
September 28, 2021**

**TOPIC:           APPROVE VENDORS FOR CONTRACTED STUDENT SUPPORT SERVICES, CASE MANAGEMENT, AND WRAPAROUND SERVICES FOR THE 2022-2024 SCHOOL YEARS**

**BACKGROUND:**

Fort Worth ISD (FWISD) released a request for proposals (RFP 22-013) for Case Management and/or Wraparound service providers on Monday, July 11, 2021. Five (5) vendors responded to the solicitation. A District committee reviewed all proposals and, based on their ability to meet District and student needs, four (4) are being recommended for approval. All activities will be provided in support of increased student achievement through the following impact measures:

- increased school attendance
- decreased behavior and discipline referrals
- improved core course grades
- improved promotion and completion rates

The following vendors are being recommended as providers of services in their respective categories:

<b>Case Management</b>	<b>Wraparound Services</b>
Youth Advocate Programs (YAP)	Youth Advocate Programs (YAP)
Communities in Schools	Communities in Schools
MHMR of Tarrant County	MHMR of Tarrant County
Girls Inc. of Tarrant County	Girls Inc. of Tarrant County

Individual contracts per vendor/campus will stipulate the target number of students to be served, services to be provided, and impact measures to determine success.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Vendors for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022-2024 School Years
2. Decline to Approve Vendors for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022-2024 School Years
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Vendors for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022-2024 School Years

**FUNDING SOURCE:**                    *Additional Details*

ESSER Fund    282-XX-6299-001-XXX-24-950-000204-22F32

**COST:**

\$3,300,000 per year, \$9,900,000 over three (3) years. (Not-to-Exceed over the 2022-2024 School Years)

**VENDOR:**

Youth Advocate Programs (YAP)	Communities in Schools
MHMR of Tarrant County	Girls Inc. of Tarrant County

**PURCHASING MECHANISM:**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-013

Number of Bid/Proposals received: 6

HUB Firms: 0

Compliant Bids: 5

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

***Purchasing Support Documents Needed:***

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

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

Up to sixty (60) FWISD school campuses are rated Tier 3, 4, and 5 on the School Performance Framework (SPF). The campuses will be notified of the opportunity in early September 2021.

Campuses will have the opportunity to select a vendor once Board approval is obtained (early October 2021).

**RATIONALE:**

FWISD's campuses with a high level of academic and social-emotional student needs include those rated Tier 3, 4, and 5 on the School Performance Framework (SPF). Sixty of these campuses will have the opportunity to receive additional contracted support for targeted students through professional case management and wraparound services during the 2022-2024 school years. Campus administrators will participate in a vendor fair in October 2021 and choose the vendor that best meets the needs of their student population. Contracts for said vendors will be executed once campus selections have been made. Student and program success measures will include:

- increased school attendance
- decreased behavior and discipline referrals
- improved core course grades
- improved promotion and completion rates

**INFORMATION SOURCE:**

Cherie Washington

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:      APPROVE ANNUAL TIME AND ATTENDANCE SOFTWARE HOSTING**

**BACKGROUND:**

On November 15, 2016, the Board of Trustees approved the purchase of the current Time and Attendance Software program. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the MUNIS timekeeping module and the District's time clocks; thus, allowing the District administrators to review, approve and manage the work time for non-exempt employees.

The software hosting enables the District to utilize timekeeping software applications in a managed cloud environment providing enhanced security to ensure business continuity in an emergency situation. The proposed service period is from September 2021 through September 2022.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Time and Attendance Software Hosting
2. Decline to Approve Annual Time and Attendance Software Hosting
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Time and Attendance Software Hosting

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6299-001-750-99-412-000000

**COST:**

\$204,000 (\$17,000.00 X 12 months)

**VENDOR:**

KRONOS, Inc.



## **PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-023 & Master Agreement

Number of Bids/Proposals Received:

HUB Firms: 0

Compliant Bids: 5

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

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

All Campuses and Administrative Offices

### **RATIONALE:**

Approval of the hosting payments will continue to provide enhanced security to ensure business continuity during unforeseen emergency situations.

### **INFORMATION SOURCE:**

Michael Ball



Remittance Details:  
**Kronos Incorporated**  
 A UKG Company  
 PO BOX 743208  
 ATLANTA, GA 30374-3208

**INVOICE**

Invoice Number: 11790427  
 Page: 1 of 2  
 Invoice Date: 17-JUL-21  
 Due Date: 15-SEP-21

TAX ID 04-2640942

Please forward your remittance advice to [cash-receipts@ukg.com](mailto:cash-receipts@ukg.com)

Bill To: 6028286  
 Attn: Accounts Payable  
 FORT WORTH ISD  
 2800 HILLAR  
 FORT WORTH, TX 76107

Ship To: 6028289  
 FORT WORTH ISD  
 1850 I M TERRELL WAY  
 FORT WORTH, TX 76102

Solution ID: 6028286

Contact: DAVID MEGGINSON  
 Email:  
 Telephone Number: - 8177097959  
 Default Email:

Sales Order Number:  
 Contract Number: 1171077 S01-MAR-17  
 PSA Number:  
 Project Number:  
 Case Number:  
 Purchase Order Number:

Payment Terms: Net 60 Days  
 Currency: USD  
 Sales Person:  
 Shipping Reference:  
 Ship Via:  
 Ship Date:

**HOSTING SERVICES**

Service	Start Date	End Date	Days	Taxable	Amount
Cloud Hosting Add UKG Enterprise Archive Fee Per Month	01-AUG-2021	31-AUG-2021	31	NO	0.00
Cloud Hosting WFC Add Non Prod Per Month	01-AUG-2021	31-AUG-2021	31	NO	1,000.00
Cloud Hosting WFC Base Fee per Month	01-AUG-2021	31-AUG-2021	31	NO	1,000.00
Cloud Hosting WFC Per Employee Fee Per Month	01-AUG-2021	31-AUG-2021	31	NO	15,000.00
Subtotal					17,000.00

**RECEIVED**

JUL 26 2021

Accounts Payable

*7/29 2021 [Signature]*  
 UKG





Invoice Number: 11790427  
Page: 2 of 2

Invoice Date: 17-JUL-21  
Due Date: 15-SEP-21



**INVOICE SUMMARY**

Description	Total Price
Subtotal:	17,000.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
<b>Grand Total</b>	<b>17,000.00</b>

Dear Valued UKG Customer,

UKG is changing to e-mail invoicing in support of Green initiatives. In doing so, you will receive your billing documents quicker, saving valuable time and resources. To accomplish this, we do need the address of your general AP e-mail box for billing purposes added to our system. This can be accomplished simply by you sending an e-mail to [creditandcollections@ukg.com](mailto:creditandcollections@ukg.com) requesting to change your billing preference to e-mail only. This message should also include: your company name, general AP e-mail address for billing purposes, and the Bill to customer number on your invoice. You may also include all UKG account numbers for which you would like your billings sent electronically. Your support is anticipated and very much appreciated.

Go-Green! Go Paperless!

**RECEIVED**

JUL 26 2021

Accounts Payable



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE ANNUAL MAINTENANCE RENEWAL FOR TIMEKEEPING MANAGEMENT SOFTWARE AND CLOCK REPAIR PROGRAM**

**BACKGROUND:**

On November 15, 2016, the Board of Trustees approved the purchase of the current Time and Attendance Software. This software satisfies a myriad of time keeping needs of the District. Specifically, the software provides an interface between the MUNIS timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees. The service period is from September 28, 2021 through September 27, 2022.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Maintenance Renewal for Timekeeping Management Software and Clock Repair Program
2. Decline to Approve Annual Maintenance Renewal for Timekeeping Management Software and Clock Repair Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Maintenance Renewal for Timekeeping Management Software and Clock Repair Program

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6249-001-750-99-412-000000

**COST:**

\$257,364.55

**VENDOR:**

KRONOS Inc.

**PURCHASING MECHANISM:**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-023 & Master Agreement

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Campuses and Administrative Offices

**RATIONALE:**

Approval of this software maintenance license renewal and clock purchase will ensure that District administrators can continue to properly account for and manage non-exempt employee work time.

**INFORMATION SOURCE:**

Michael Ball

**Report Type:** Renewal  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract Number:** 1171077 R31-MAR-21  
**Date:** 24-AUG-2021  
**Prepared by:** Jeana Cuzzupe / US PublicSector1

**Bill To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

### CONTRACT SOFTWARE SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Software	8604394-001	KSS TOOL,FT-PT ANALYSIS REPORT V8	
2	Software	8604395-001	KSS TOOL,ATTESTATION TOOL KIT V8	15,000
3	Software	8800175-000	WORKFORCE TIMEKEEPER V8	15,000
4	Software	8800177-000	WORKFORCE EMPLOYEE V8	15,000
5	Software	8800178-000	WORKFORCE MANAGER V8	1,100
6	Software	8800181-000	WORKFORCE ATTENDANCE V8	13,000
7	Software	8800182-000	WORKFORCE LEAVE V8	15,000
8	Software	8800184-000	KRONOS ENTERPRISE ARCHIVE V8	15,000
9	Software	8800185-000	WORKFORCE INTEGRATION MANAGER V8	15,000
10	Software	8800187-000	WORKFORCE MOBILE EMPLOYEE V8	15,000
11	Software	8800188-000	WORKFORCE MOBILE MANAGER V8	1,100

### CONTRACT EQUIPMENT SUMMARY

Line	Product Category	Product Number	Product Name	Quantity
1	Data Collection: InTouch	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	282

### CONTRACT EDUCATIONAL SERVICES SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Ed Services Subscription	8602748-001	KNOWLEDGE PASS	15,000



## Support Services Detail Report

Page 2 of 20

**Report Type:** Renewal  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract Number:** 1171077 R31-MAR-21  
**Date:** 24-AUG-2021  
**Prepared by:** Jeana Cuzzupe / US PublicSector1

**Currency:** USD

**Bill To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

### SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
<b>Gold Support Service</b>									
1	Software	2.1	8604394-001	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2021	27-SEP-2022	365	946.95
2	Software	2.12	8604395-001	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2021	27-SEP-2022	365	17,014.87
3	Software	2.2	8800175-000	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2021	27-SEP-2022	365	25,229.16
4	Software	2.4	8800177-000	WORKFORCE EMPLOYEE V8	500	28-SEP-2021	27-SEP-2022	365	590.96
5	Software	2.9	8800177-000	WORKFORCE EMPLOYEE V8	12,500	28-SEP-2021	27-SEP-2022	365	37,708.15
6	Software	2.14	8800177-000	WORKFORCE EMPLOYEE V8	2,000	28-SEP-2021	27-SEP-2022	365	4,702.21
7	Software	2.3	8800178-000	WORKFORCE MANAGER V8	695	28-SEP-2021	27-SEP-2022	365	17,139.47
8	Software	2.8	8800178-000	WORKFORCE MANAGER V8	405	28-SEP-2021	27-SEP-2022	365	14,163.93
9	Software	2.13	8800181-000	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2021	27-SEP-2022	365	22,583.25
10	Software	2.6	8800182-000	WORKFORCE LEAVE V8	15,000	28-SEP-2021	27-SEP-2022	365	19,694.76
11	Software	2.5	8800184-000	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2021	27-SEP-2022	365	2,557.02
12	Software	2.7	8800185-000	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2021	27-SEP-2022	365	12,955.52
13	Software	2.10	8800187-000	WORKFORCE MOBILE EMPLOYEE V8	13,000	28-SEP-2021	27-SEP-2022	365	7,909.82
14	Software	2.15	8800187-000	WORKFORCE MOBILE EMPLOYEE V8	2,000	28-SEP-2021	27-SEP-2022	365	940.46
15	Software	2.11	8800188-000	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2021	27-SEP-2022	365	5,463.99

<b>Software Support Services</b>	<b>Subtotal</b>
	<b>189,600.52</b>

**EQUIPMENT SUPPORT SERVICES DETAIL**

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
<b>Depot Repair Support Service</b>									
1	Data Collection: InTouch	6.1	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC644227	28-SEP-2021	27-SEP-2022	365	210.00
2	Data Collection: InTouch	6.2	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC557152	28-SEP-2021	27-SEP-2022	365	210.00
3	Data Collection: InTouch	6.3	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC644166	28-SEP-2021	27-SEP-2022	365	210.00
4	Data Collection: InTouch	6.4	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC644113	28-SEP-2021	27-SEP-2022	365	210.00
5	Data Collection: InTouch	6.5	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643996	28-SEP-2021	27-SEP-2022	365	210.00
6	Data Collection: InTouch	6.6	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643879	28-SEP-2021	27-SEP-2022	365	210.00
7	Data Collection: InTouch	6.7	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643821	28-SEP-2021	27-SEP-2022	365	210.00
8	Data Collection: InTouch	6.8	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643815	28-SEP-2021	27-SEP-2022	365	210.00
9	Data Collection: InTouch	6.9	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643744	28-SEP-2021	27-SEP-2022	365	210.00
10	Data Collection: InTouch	6.10	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643700	28-SEP-2021	27-SEP-2022	365	210.00
11	Data Collection: InTouch	6.11	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643615	28-SEP-2021	27-SEP-2022	365	210.00
12	Data Collection: InTouch	6.12	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643480	28-SEP-2021	27-SEP-2022	365	210.00
13	Data Collection: InTouch	6.13	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC643479	28-SEP-2021	27-SEP-2022	365	210.00
14	Data Collection: InTouch	6.14	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642758	28-SEP-2021	27-SEP-2022	365	210.00
15	Data Collection: InTouch	6.15	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642691	28-SEP-2021	27-SEP-2022	365	210.00





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Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
16	Data Collection: InTouch	6.16	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642611	28-SEP-2021	27-SEP-2022	365	210.00
17	Data Collection: InTouch	6.17	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642328	28-SEP-2021	27-SEP-2022	365	210.00
18	Data Collection: InTouch	6.18	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642224	28-SEP-2021	27-SEP-2022	365	210.00
19	Data Collection: InTouch	6.19	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642223	28-SEP-2021	27-SEP-2022	365	210.00
20	Data Collection: InTouch	6.20	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642145	28-SEP-2021	27-SEP-2022	365	210.00
21	Data Collection: InTouch	6.21	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642133	28-SEP-2021	27-SEP-2022	365	210.00
22	Data Collection: InTouch	6.22	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642014	28-SEP-2021	27-SEP-2022	365	210.00
23	Data Collection: InTouch	6.23	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC642006	28-SEP-2021	27-SEP-2022	365	210.00
24	Data Collection: InTouch	6.24	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC641899	28-SEP-2021	27-SEP-2022	365	210.00
25	Data Collection: InTouch	6.25	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC641392	28-SEP-2021	27-SEP-2022	365	210.00
26	Data Collection: InTouch	6.26	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC641366	28-SEP-2021	27-SEP-2022	365	210.00
27	Data Collection: InTouch	6.27	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC641288	28-SEP-2021	27-SEP-2022	365	210.00
28	Data Collection: InTouch	6.28	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC640410	28-SEP-2021	27-SEP-2022	365	210.00
29	Data Collection: InTouch	6.29	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC639675	28-SEP-2021	27-SEP-2022	365	210.00
30	Data Collection: InTouch	6.30	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC639036	28-SEP-2021	27-SEP-2022	365	210.00
31	Data Collection: InTouch	6.31	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC639035	28-SEP-2021	27-SEP-2022	365	210.00



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Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
32	Data Collection: InTouch	6.32	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC639023	28-SEP-2021	27-SEP-2022	365	210.00
33	Data Collection: InTouch	6.33	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638919	28-SEP-2021	27-SEP-2022	365	210.00
34	Data Collection: InTouch	6.34	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638918	28-SEP-2021	27-SEP-2022	365	210.00
35	Data Collection: InTouch	6.35	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638738	28-SEP-2021	27-SEP-2022	365	210.00
36	Data Collection: InTouch	6.36	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638736	28-SEP-2021	27-SEP-2022	365	210.00
37	Data Collection: InTouch	6.37	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638722	28-SEP-2021	27-SEP-2022	365	210.00
38	Data Collection: InTouch	6.38	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638721	28-SEP-2021	27-SEP-2022	365	210.00
39	Data Collection: InTouch	6.39	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638717	28-SEP-2021	27-SEP-2022	365	210.00
40	Data Collection: InTouch	6.40	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638689	28-SEP-2021	27-SEP-2022	365	210.00
41	Data Collection: InTouch	6.41	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638669	28-SEP-2021	27-SEP-2022	365	210.00
42	Data Collection: InTouch	6.42	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638668	28-SEP-2021	27-SEP-2022	365	210.00
43	Data Collection: InTouch	6.43	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638637	28-SEP-2021	27-SEP-2022	365	210.00
44	Data Collection: InTouch	6.44	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638636	28-SEP-2021	27-SEP-2022	365	210.00
45	Data Collection: InTouch	6.46	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638589	28-SEP-2021	27-SEP-2022	365	210.00
46	Data Collection: InTouch	6.47	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638456	28-SEP-2021	27-SEP-2022	365	210.00
47	Data Collection: InTouch	6.48	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638450	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
48	Data Collection: InTouch	6.49	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638415	28-SEP-2021	27-SEP-2022	365	210.00
49	Data Collection: InTouch	6.50	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638409	28-SEP-2021	27-SEP-2022	365	210.00
50	Data Collection: InTouch	6.51	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638408	28-SEP-2021	27-SEP-2022	365	210.00
51	Data Collection: InTouch	6.52	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638399	28-SEP-2021	27-SEP-2022	365	210.00
52	Data Collection: InTouch	6.53	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638155	28-SEP-2021	27-SEP-2022	365	210.00
53	Data Collection: InTouch	6.54	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638070	28-SEP-2021	27-SEP-2022	365	210.00
54	Data Collection: InTouch	6.55	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638069	28-SEP-2021	27-SEP-2022	365	210.00
55	Data Collection: InTouch	6.56	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638008	28-SEP-2021	27-SEP-2022	365	210.00
56	Data Collection: InTouch	6.57	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC638004	28-SEP-2021	27-SEP-2022	365	210.00
57	Data Collection: InTouch	6.58	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637922	28-SEP-2021	27-SEP-2022	365	210.00
58	Data Collection: InTouch	6.59	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637919	28-SEP-2021	27-SEP-2022	365	210.00
59	Data Collection: InTouch	6.60	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637918	28-SEP-2021	27-SEP-2022	365	210.00
60	Data Collection: InTouch	6.61	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637902	28-SEP-2021	27-SEP-2022	365	210.00
61	Data Collection: InTouch	6.62	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637901	28-SEP-2021	27-SEP-2022	365	210.00
62	Data Collection: InTouch	6.63	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637884	28-SEP-2021	27-SEP-2022	365	210.00
63	Data Collection: InTouch	6.64	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637873	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
64	Data Collection: InTouch	6.65	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637834	28-SEP-2021	27-SEP-2022	365	210.00
65	Data Collection: InTouch	6.66	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637833	28-SEP-2021	27-SEP-2022	365	210.00
66	Data Collection: InTouch	6.67	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637829	28-SEP-2021	27-SEP-2022	365	210.00
67	Data Collection: InTouch	6.68	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637826	28-SEP-2021	27-SEP-2022	365	210.00
68	Data Collection: InTouch	6.70	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637821	28-SEP-2021	27-SEP-2022	365	210.00
69	Data Collection: InTouch	6.71	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637820	28-SEP-2021	27-SEP-2022	365	210.00
70	Data Collection: InTouch	6.72	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637818	28-SEP-2021	27-SEP-2022	365	210.00
71	Data Collection: InTouch	6.73	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637817	28-SEP-2021	27-SEP-2022	365	210.00
72	Data Collection: InTouch	6.74	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637816	28-SEP-2021	27-SEP-2022	365	210.00
73	Data Collection: InTouch	6.75	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637815	28-SEP-2021	27-SEP-2022	365	210.00
74	Data Collection: InTouch	6.76	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637808	28-SEP-2021	27-SEP-2022	365	210.00
75	Data Collection: InTouch	6.77	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637806	28-SEP-2021	27-SEP-2022	365	210.00
76	Data Collection: InTouch	6.78	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637805	28-SEP-2021	27-SEP-2022	365	210.00
77	Data Collection: InTouch	6.79	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637791	28-SEP-2021	27-SEP-2022	365	210.00
78	Data Collection: InTouch	6.80	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637790	28-SEP-2021	27-SEP-2022	365	210.00
79	Data Collection: InTouch	6.81	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637789	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
80	Data Collection: InTouch	6.82	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637788	28-SEP-2021	27-SEP-2022	365	210.00
81	Data Collection: InTouch	6.83	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637787	28-SEP-2021	27-SEP-2022	365	210.00
82	Data Collection: InTouch	6.84	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637785	28-SEP-2021	27-SEP-2022	365	210.00
83	Data Collection: InTouch	6.85	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637784	28-SEP-2021	27-SEP-2022	365	210.00
84	Data Collection: InTouch	6.86	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637775	28-SEP-2021	27-SEP-2022	365	210.00
85	Data Collection: InTouch	6.87	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637663	28-SEP-2021	27-SEP-2022	365	210.00
86	Data Collection: InTouch	6.88	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637580	28-SEP-2021	27-SEP-2022	365	210.00
87	Data Collection: InTouch	6.89	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637522	28-SEP-2021	27-SEP-2022	365	210.00
88	Data Collection: InTouch	6.90	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637477	28-SEP-2021	27-SEP-2022	365	210.00
89	Data Collection: InTouch	6.91	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637453	28-SEP-2021	27-SEP-2022	365	210.00
90	Data Collection: InTouch	6.92	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637451	28-SEP-2021	27-SEP-2022	365	210.00
91	Data Collection: InTouch	6.93	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637441	28-SEP-2021	27-SEP-2022	365	210.00
92	Data Collection: InTouch	6.94	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637419	28-SEP-2021	27-SEP-2022	365	210.00
93	Data Collection: InTouch	6.95	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637416	28-SEP-2021	27-SEP-2022	365	210.00
94	Data Collection: InTouch	6.96	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637414	28-SEP-2021	27-SEP-2022	365	210.00
95	Data Collection: InTouch	6.97	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637413	28-SEP-2021	27-SEP-2022	365	210.00



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Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
96	Data Collection: InTouch	6.98	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637387	28-SEP-2021	27-SEP-2022	365	210.00
97	Data Collection: InTouch	6.99	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637379	28-SEP-2021	27-SEP-2022	365	210.00
98	Data Collection: InTouch	6.100	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637369	28-SEP-2021	27-SEP-2022	365	210.00
99	Data Collection: InTouch	6.101	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637368	28-SEP-2021	27-SEP-2022	365	210.00
100	Data Collection: InTouch	6.102	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637367	28-SEP-2021	27-SEP-2022	365	210.00
101	Data Collection: InTouch	6.103	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637364	28-SEP-2021	27-SEP-2022	365	210.00
102	Data Collection: InTouch	6.104	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637363	28-SEP-2021	27-SEP-2022	365	210.00
103	Data Collection: InTouch	6.105	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637347	28-SEP-2021	27-SEP-2022	365	210.00
104	Data Collection: InTouch	6.106	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637247	28-SEP-2021	27-SEP-2022	365	210.00
105	Data Collection: InTouch	6.107	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637231	28-SEP-2021	27-SEP-2022	365	210.00
106	Data Collection: InTouch	6.108	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637192	28-SEP-2021	27-SEP-2022	365	210.00
107	Data Collection: InTouch	6.109	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637191	28-SEP-2021	27-SEP-2022	365	210.00
108	Data Collection: InTouch	6.110	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637190	28-SEP-2021	27-SEP-2022	365	210.00
109	Data Collection: InTouch	6.111	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637189	28-SEP-2021	27-SEP-2022	365	210.00
110	Data Collection: InTouch	6.112	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637182	28-SEP-2021	27-SEP-2022	365	210.00
111	Data Collection: InTouch	6.113	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637180	28-SEP-2021	27-SEP-2022	365	210.00



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Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
112	Data Collection: InTouch	6.114	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637166	28-SEP-2021	27-SEP-2022	365	210.00
113	Data Collection: InTouch	6.115	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637165	28-SEP-2021	27-SEP-2022	365	210.00
114	Data Collection: InTouch	6.116	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637164	28-SEP-2021	27-SEP-2022	365	210.00
115	Data Collection: InTouch	6.117	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637161	28-SEP-2021	27-SEP-2022	365	210.00
116	Data Collection: InTouch	6.118	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637159	28-SEP-2021	27-SEP-2022	365	210.00
117	Data Collection: InTouch	6.119	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637158	28-SEP-2021	27-SEP-2022	365	210.00
118	Data Collection: InTouch	6.120	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC637137	28-SEP-2021	27-SEP-2022	365	210.00
119	Data Collection: InTouch	6.122	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636977	28-SEP-2021	27-SEP-2022	365	210.00
120	Data Collection: InTouch	6.124	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636968	28-SEP-2021	27-SEP-2022	365	210.00
121	Data Collection: InTouch	6.125	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636931	28-SEP-2021	27-SEP-2022	365	210.00
122	Data Collection: InTouch	6.126	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636930	28-SEP-2021	27-SEP-2022	365	210.00
123	Data Collection: InTouch	6.127	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636807	28-SEP-2021	27-SEP-2022	365	210.00
124	Data Collection: InTouch	6.128	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636700	28-SEP-2021	27-SEP-2022	365	210.00
125	Data Collection: InTouch	6.129	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636681	28-SEP-2021	27-SEP-2022	365	210.00
126	Data Collection: InTouch	6.130	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636680	28-SEP-2021	27-SEP-2022	365	210.00
127	Data Collection: InTouch	6.132	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636668	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
128	Data Collection: InTouch	6.134	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636665	28-SEP-2021	27-SEP-2022	365	210.00
129	Data Collection: InTouch	6.135	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636642	28-SEP-2021	27-SEP-2022	365	210.00
130	Data Collection: InTouch	6.136	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636640	28-SEP-2021	27-SEP-2022	365	210.00
131	Data Collection: InTouch	6.137	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636634	28-SEP-2021	27-SEP-2022	365	210.00
132	Data Collection: InTouch	6.139	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636581	28-SEP-2021	27-SEP-2022	365	210.00
133	Data Collection: InTouch	6.140	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636540	28-SEP-2021	27-SEP-2022	365	210.00
134	Data Collection: InTouch	6.141	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636373	28-SEP-2021	27-SEP-2022	365	210.00
135	Data Collection: InTouch	6.142	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636372	28-SEP-2021	27-SEP-2022	365	210.00
136	Data Collection: InTouch	6.143	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636371	28-SEP-2021	27-SEP-2022	365	210.00
137	Data Collection: InTouch	6.144	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636368	28-SEP-2021	27-SEP-2022	365	210.00
138	Data Collection: InTouch	6.145	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636289	28-SEP-2021	27-SEP-2022	365	210.00
139	Data Collection: InTouch	6.146	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636284	28-SEP-2021	27-SEP-2022	365	210.00
140	Data Collection: InTouch	6.147	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636277	28-SEP-2021	27-SEP-2022	365	210.00
141	Data Collection: InTouch	6.148	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636275	28-SEP-2021	27-SEP-2022	365	210.00
142	Data Collection: InTouch	6.149	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636274	28-SEP-2021	27-SEP-2022	365	210.00
143	Data Collection: InTouch	6.150	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636263	28-SEP-2021	27-SEP-2022	365	210.00



Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
144	Data Collection: InTouch	6.151	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636254	28-SEP-2021	27-SEP-2022	365	210.00
145	Data Collection: InTouch	6.152	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636252	28-SEP-2021	27-SEP-2022	365	210.00
146	Data Collection: InTouch	6.153	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636206	28-SEP-2021	27-SEP-2022	365	210.00
147	Data Collection: InTouch	6.154	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636205	28-SEP-2021	27-SEP-2022	365	210.00
148	Data Collection: InTouch	6.155	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636204	28-SEP-2021	27-SEP-2022	365	210.00
149	Data Collection: InTouch	6.156	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636203	28-SEP-2021	27-SEP-2022	365	210.00
150	Data Collection: InTouch	6.157	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636138	28-SEP-2021	27-SEP-2022	365	210.00
151	Data Collection: InTouch	6.158	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636009	28-SEP-2021	27-SEP-2022	365	210.00
152	Data Collection: InTouch	6.159	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636008	28-SEP-2021	27-SEP-2022	365	210.00
153	Data Collection: InTouch	6.160	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636003	28-SEP-2021	27-SEP-2022	365	210.00
154	Data Collection: InTouch	6.161	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636002	28-SEP-2021	27-SEP-2022	365	210.00
155	Data Collection: InTouch	6.162	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635999	28-SEP-2021	27-SEP-2022	365	210.00
156	Data Collection: InTouch	6.163	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635998	28-SEP-2021	27-SEP-2022	365	210.00
157	Data Collection: InTouch	6.164	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635992	28-SEP-2021	27-SEP-2022	365	210.00
158	Data Collection: InTouch	6.165	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635928	28-SEP-2021	27-SEP-2022	365	210.00
159	Data Collection: InTouch	6.166	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635926	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
160	Data Collection: InTouch	6.167	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635925	28-SEP-2021	27-SEP-2022	365	210.00
161	Data Collection: InTouch	6.168	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635909	28-SEP-2021	27-SEP-2022	365	210.00
162	Data Collection: InTouch	6.169	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635899	28-SEP-2021	27-SEP-2022	365	210.00
163	Data Collection: InTouch	6.170	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635897	28-SEP-2021	27-SEP-2022	365	210.00
164	Data Collection: InTouch	6.171	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635896	28-SEP-2021	27-SEP-2022	365	210.00
165	Data Collection: InTouch	6.172	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635895	28-SEP-2021	27-SEP-2022	365	210.00
166	Data Collection: InTouch	6.173	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635887	28-SEP-2021	27-SEP-2022	365	210.00
167	Data Collection: InTouch	6.174	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635873	28-SEP-2021	27-SEP-2022	365	210.00
168	Data Collection: InTouch	6.175	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635870	28-SEP-2021	27-SEP-2022	365	210.00
169	Data Collection: InTouch	6.176	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635869	28-SEP-2021	27-SEP-2022	365	210.00
170	Data Collection: InTouch	6.177	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635862	28-SEP-2021	27-SEP-2022	365	210.00
171	Data Collection: InTouch	6.178	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635851	28-SEP-2021	27-SEP-2022	365	210.00
172	Data Collection: InTouch	6.179	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635849	28-SEP-2021	27-SEP-2022	365	210.00
173	Data Collection: InTouch	6.180	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635847	28-SEP-2021	27-SEP-2022	365	210.00
174	Data Collection: InTouch	6.181	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635836	28-SEP-2021	27-SEP-2022	365	210.00
175	Data Collection: InTouch	6.182	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635835	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
176	Data Collection: InTouch	6.183	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635834	28-SEP-2021	27-SEP-2022	365	210.00
177	Data Collection: InTouch	6.184	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635833	28-SEP-2021	27-SEP-2022	365	210.00
178	Data Collection: InTouch	6.185	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635817	28-SEP-2021	27-SEP-2022	365	210.00
179	Data Collection: InTouch	6.186	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635810	28-SEP-2021	27-SEP-2022	365	210.00
180	Data Collection: InTouch	6.187	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635809	28-SEP-2021	27-SEP-2022	365	210.00
181	Data Collection: InTouch	6.188	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635800	28-SEP-2021	27-SEP-2022	365	210.00
182	Data Collection: InTouch	6.189	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635799	28-SEP-2021	27-SEP-2022	365	210.00
183	Data Collection: InTouch	6.190	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635777	28-SEP-2021	27-SEP-2022	365	210.00
184	Data Collection: InTouch	6.191	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635776	28-SEP-2021	27-SEP-2022	365	210.00
185	Data Collection: InTouch	6.193	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635771	28-SEP-2021	27-SEP-2022	365	210.00
186	Data Collection: InTouch	6.194	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635770	28-SEP-2021	27-SEP-2022	365	210.00
187	Data Collection: InTouch	6.195	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635763	28-SEP-2021	27-SEP-2022	365	210.00
188	Data Collection: InTouch	6.196	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635762	28-SEP-2021	27-SEP-2022	365	210.00
189	Data Collection: InTouch	6.197	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635761	28-SEP-2021	27-SEP-2022	365	210.00
190	Data Collection: InTouch	6.198	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635735	28-SEP-2021	27-SEP-2022	365	210.00
191	Data Collection: InTouch	6.199	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635726	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
192	Data Collection: InTouch	6.200	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635723	28-SEP-2021	27-SEP-2022	365	210.00
193	Data Collection: InTouch	6.201	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635722	28-SEP-2021	27-SEP-2022	365	210.00
194	Data Collection: InTouch	6.202	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635132	28-SEP-2021	27-SEP-2022	365	210.00
195	Data Collection: InTouch	6.203	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC635111	28-SEP-2021	27-SEP-2022	365	210.00
196	Data Collection: InTouch	6.204	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634937	28-SEP-2021	27-SEP-2022	365	210.00
197	Data Collection: InTouch	6.205	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634853	28-SEP-2021	27-SEP-2022	365	210.00
198	Data Collection: InTouch	6.206	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634852	28-SEP-2021	27-SEP-2022	365	210.00
199	Data Collection: InTouch	6.207	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634761	28-SEP-2021	27-SEP-2022	365	210.00
200	Data Collection: InTouch	6.208	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634664	28-SEP-2021	27-SEP-2022	365	210.00
201	Data Collection: InTouch	6.209	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634649	28-SEP-2021	27-SEP-2022	365	210.00
202	Data Collection: InTouch	6.210	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634159	28-SEP-2021	27-SEP-2022	365	210.00
203	Data Collection: InTouch	6.211	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634155	28-SEP-2021	27-SEP-2022	365	210.00
204	Data Collection: InTouch	6.212	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634154	28-SEP-2021	27-SEP-2022	365	210.00
205	Data Collection: InTouch	6.213	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC634149	28-SEP-2021	27-SEP-2022	365	210.00
206	Data Collection: InTouch	6.214	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC633698	28-SEP-2021	27-SEP-2022	365	210.00
207	Data Collection: InTouch	6.215	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC633584	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
208	Data Collection: InTouch	6.216	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC633583	28-SEP-2021	27-SEP-2022	365	210.00
209	Data Collection: InTouch	6.217	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC633425	28-SEP-2021	27-SEP-2022	365	210.00
210	Data Collection: InTouch	6.218	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC633236	28-SEP-2021	27-SEP-2022	365	210.00
211	Data Collection: InTouch	6.219	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC632714	28-SEP-2021	27-SEP-2022	365	210.00
212	Data Collection: InTouch	6.220	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC632706	28-SEP-2021	27-SEP-2022	365	210.00
213	Data Collection: InTouch	6.221	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC632004	28-SEP-2021	27-SEP-2022	365	210.00
214	Data Collection: InTouch	6.222	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC631785	28-SEP-2021	27-SEP-2022	365	210.00
215	Data Collection: InTouch	6.223	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC631112	28-SEP-2021	27-SEP-2022	365	210.00
216	Data Collection: InTouch	6.224	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630911	28-SEP-2021	27-SEP-2022	365	210.00
217	Data Collection: InTouch	6.225	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630909	28-SEP-2021	27-SEP-2022	365	210.00
218	Data Collection: InTouch	6.226	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630893	28-SEP-2021	27-SEP-2022	365	210.00
219	Data Collection: InTouch	6.227	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630892	28-SEP-2021	27-SEP-2022	365	210.00
220	Data Collection: InTouch	6.228	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630849	28-SEP-2021	27-SEP-2022	365	210.00
221	Data Collection: InTouch	6.229	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630710	28-SEP-2021	27-SEP-2022	365	210.00
222	Data Collection: InTouch	6.230	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630632	28-SEP-2021	27-SEP-2022	365	210.00
223	Data Collection: InTouch	6.231	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC630620	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
224	Data Collection: InTouch	6.232	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC629739	28-SEP-2021	27-SEP-2022	365	210.00
225	Data Collection: InTouch	6.233	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC629034	28-SEP-2021	27-SEP-2022	365	210.00
226	Data Collection: InTouch	6.234	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC625756	28-SEP-2021	27-SEP-2022	365	210.00
227	Data Collection: InTouch	6.235	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC625755	28-SEP-2021	27-SEP-2022	365	210.00
228	Data Collection: InTouch	6.236	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC625262	28-SEP-2021	27-SEP-2022	365	210.00
229	Data Collection: InTouch	6.237	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC625071	28-SEP-2021	27-SEP-2022	365	210.00
230	Data Collection: InTouch	6.238	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC624636	28-SEP-2021	27-SEP-2022	365	210.00
231	Data Collection: InTouch	6.239	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC624091	28-SEP-2021	27-SEP-2022	365	210.00
232	Data Collection: InTouch	6.240	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC621542	28-SEP-2021	27-SEP-2022	365	210.00
233	Data Collection: InTouch	6.241	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC620622	28-SEP-2021	27-SEP-2022	365	210.00
234	Data Collection: InTouch	6.242	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC620621	28-SEP-2021	27-SEP-2022	365	210.00
235	Data Collection: InTouch	6.243	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC562932	28-SEP-2021	27-SEP-2022	365	210.00
236	Data Collection: InTouch	6.244	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636543	28-SEP-2021	27-SEP-2022	365	210.00
237	Data Collection: InTouch	6.245	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636605	28-SEP-2021	27-SEP-2022	365	210.00
238	Data Collection: InTouch	6.247	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC606575	28-SEP-2021	27-SEP-2022	365	210.00
239	Data Collection: InTouch	6.248	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC622561	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
240	Data Collection: InTouch	6.249	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC636908	28-SEP-2021	27-SEP-2022	365	210.00
241	Data Collection: InTouch	6.250	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC617068	28-SEP-2021	27-SEP-2022	365	210.00
242	Data Collection: InTouch	6.251	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC668784	28-SEP-2021	27-SEP-2022	365	210.00
243	Data Collection: InTouch	6.252	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC887530	28-SEP-2021	27-SEP-2022	365	210.00
244	Data Collection: InTouch	6.253	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC887543	28-SEP-2021	27-SEP-2022	365	210.00
245	Data Collection: InTouch	6.254	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC890567	28-SEP-2021	27-SEP-2022	365	210.00
246	Data Collection: InTouch	6.255	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC890645	28-SEP-2021	27-SEP-2022	365	210.00
247	Data Collection: InTouch	6.256	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC891451	28-SEP-2021	27-SEP-2022	365	210.00
248	Data Collection: InTouch	6.257	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC920237	28-SEP-2021	27-SEP-2022	365	210.00
249	Data Collection: InTouch	6.258	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC920239	28-SEP-2021	27-SEP-2022	365	210.00
250	Data Collection: InTouch	6.259	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC920249	28-SEP-2021	27-SEP-2022	365	210.00
251	Data Collection: InTouch	6.260	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC920333	28-SEP-2021	27-SEP-2022	365	210.00
252	Data Collection: InTouch	6.261	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC883241	28-SEP-2021	27-SEP-2022	365	210.00
253	Data Collection: InTouch	6.262	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC886075	28-SEP-2021	27-SEP-2022	365	210.00
254	Data Collection: InTouch	6.263	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC886454	28-SEP-2021	27-SEP-2022	365	210.00
255	Data Collection: InTouch	6.264	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC931640	28-SEP-2021	27-SEP-2022	365	210.00

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
256	Data Collection: InTouch	6.265	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC958886	28-SEP-2021	27-SEP-2022	365	210.00
257	Data Collection: InTouch	6.266	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC958897	28-SEP-2021	27-SEP-2022	365	210.00
258	Data Collection: InTouch	6.267	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC958905	28-SEP-2021	27-SEP-2022	365	210.00
259	Data Collection: InTouch	6.268	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC955771	28-SEP-2021	27-SEP-2022	365	210.00
260	Data Collection: InTouch	6.269	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC958891	28-SEP-2021	27-SEP-2022	365	210.00
261	Data Collection: InTouch	6.270	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC961763	28-SEP-2021	27-SEP-2022	365	210.00
262	Data Collection: InTouch	6.271	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC961744	28-SEP-2021	27-SEP-2022	365	210.00
263	Data Collection: InTouch	6.272	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC961735	28-SEP-2021	27-SEP-2022	365	210.00
264	Data Collection: InTouch	6.273	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC960241	28-SEP-2021	27-SEP-2022	365	210.00
265	Data Collection: InTouch	6.274	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC960218	28-SEP-2021	27-SEP-2022	365	210.00
266	Data Collection: InTouch	6.275	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC960128	28-SEP-2021	27-SEP-2022	365	210.00
267	Data Collection: InTouch	6.276	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC959934	28-SEP-2021	27-SEP-2022	365	210.00
268	Data Collection: InTouch	7.1	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC999603	28-SEP-2021	27-SEP-2022	365	210.00
269	Data Collection: InTouch	7.2	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC999523	28-SEP-2021	27-SEP-2022	365	210.00
270	Data Collection: InTouch	7.3	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC998770	28-SEP-2021	27-SEP-2022	365	210.00
271	Data Collection: InTouch	7.4	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC998499	28-SEP-2021	27-SEP-2022	365	210.00



Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
272	Data Collection: InTouch	7.5	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC989214	28-SEP-2021	27-SEP-2022	365	210.00
273	Data Collection: InTouch	8.1	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC964860	28-SEP-2021	27-SEP-2022	365	210.00
274	Data Collection: InTouch	8.2	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC964722	28-SEP-2021	27-SEP-2022	365	210.00
275	Data Collection: InTouch	8.3	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC964159	28-SEP-2021	27-SEP-2022	365	210.00
276	Data Collection: InTouch	8.4	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC962956	28-SEP-2021	27-SEP-2022	365	210.00
277	Data Collection: InTouch	8.5	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC964739	28-SEP-2021	27-SEP-2022	365	210.00
278	Data Collection: InTouch	10.1	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC959933	28-SEP-2021	27-SEP-2022	365	210.00
279	Data Collection: InTouch	10.2	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00JC961745	28-SEP-2021	27-SEP-2022	365	210.00
280	Data Collection: InTouch	10.3	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00J1023812	28-SEP-2021	27-SEP-2022	365	210.00
281	Data Collection: InTouch	10.4	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00J1026354	28-SEP-2021	27-SEP-2022	365	210.00
282	Data Collection: InTouch	10.5	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	00J1026462	28-SEP-2021	27-SEP-2022	365	210.00

<b>Equipment Support Services</b>	<b>Subtotal</b>
	<b>59,220.00</b>

**EDUCATIONAL SERVICES DETAIL**

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
<b>Ed Services Subscription</b>									
1	Ed Services Subscription	1.1	8602748-001	KNOWLEDGE PASS	15,000	28-SEP-2021	27-SEP-2022	365	8,544.03

<b>Educational Services</b>	<b>Subtotal</b>
	<b>8,544.03</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE MAINTENANCE AND SUPPORT AGREEMENT FOR NETWORK HARDWARE**

**BACKGROUND:**

Enterprise systems are critical for business continuity and are hosted on hardware in the District internal network. This hardware requires regular maintenance and support. The requested resource will provide the Technology Department with 24-7 on-site support to diagnose and resolve hardware problems. This support includes access to advanced technical specialists, parts to complete repairs and software updates.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Maintenance and Support Agreement for Network Hardware
2. Decline to Approve Maintenance and Support Agreement for Network Hardware
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Maintenance and Support Agreement for Network Hardware

**FUNDING SOURCE**

*Additional Details*

General Fund

199- 53-6249-814-999-99-427-00000

**COST:**

\$95,087.69

**VENDOR:**

Hewlett Packard Enterprise

## **PURCHASING MECHANISM**

### Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-4160 Supporting documentation is attached. The recommended vendor is listed above.

#### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

#### **RATIONALE:**

Approval of this support agreement will provide the Technology Department with resources to maintain critical District hardware and to respond to any issues.

#### **INFORMATION SOURCE:**

Marlon Shears

# Support Account Overview

**AMP ID: AMP FORTWORTH**  
**Special Terms and Conditions No: DIRTSO4160**

**Customer Address:**

Fort Worth Independent School Distr  
DIVISION OF TECHNOLOGY  
2821 Cullen St  
FORT WORTH TX 76107-1305

**HPE Address:**

Hewlett Packard Enterprise Company  
8000 Foothills Blvd  
ROSEVILLE CA 95747

**Customer Contact:**

James Altizer  
Tel: (817) 814-3055  
Fax:  
E-mail james.altizer@fwisd.org

**HPE Representative:**

Melissa Abundis  
Tel: 916 540 2571  
Fax:  
E-mail melissa.abundis@hpe.com

**This quote is valid until 09/30/2021**

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".  
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: [www.hpe.com/docs/customerterms](http://www.hpe.com/docs/customerterms)
- Datasheets: [www.hpe.com/info/mktlibrary](http://www.hpe.com/info/mktlibrary)

**Your Support Access Options for Service Agreement Customers:**

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - [www.hpe.com/support/hpesc](http://www.hpe.com/support/hpesc)

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 866-211-5211

Support Account Reference	Service	Coverage Period		Description	Contract Total/USD
	Agreement ID	From:	To:		
2M255001D8	1050 8345 4330	08/01/2021	07/31/2022	2M255001D8	93,677.41
2M2724065Z-SAR	1050 8363 5669	08/01/2021	07/31/2022	500056594	1,409.98
<b>Total Excluding Taxes AMP FORTWORTH</b>					<b>95,087.39</b>

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Overview

## AMP ID: AMP FORTWORTH

**Customer Address:**

Fort Worth Independent School Distr  
DIVISION OF TECHNOLOGY  
2821 Cullen St  
FORT WORTH TX 76107-1305

**HPE Address:**

Hewlett Packard Enterprise Company  
8000 Foothills Blvd  
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD
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**Summary of Charges**

Hardware Support	92,202.09
SW Updates eDelivery	213.84
Software Helpdesk Services	2,260.94
Software Support-Labor	410.52
<b>Total Excluding Taxes</b>	<b>95,087.39</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for any applicable state & local tax

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO4160  
**Your PO Reference:**  
**CCRN Number:** 0508345430

**Support Account Reference:** 2M255001D8

HPE Reference No.: 71277133

**Equipment Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Software Update Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Hardware Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**Software Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**This quote is valid until 09/30/2021**  
**Coverage from: 08/01/2021 to: 07/31/2022**

**Service Agreement ID: 1050 8345 4330 For Support, please call: 866-211-5211**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Comment:** State contract DIR-TSO-4160 and must be sited on Purchase Order

**H1K93AC HPE Proactive Care 24x7 wDMR SVC**  
**\*\*\* Hardware Support \*\*\***

**HPE Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 2
- Defective Media Retention
- Remote Delivery SVC Advanced
- Access to Adv Tech Specialists

681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M255001D8		1	103.24
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180750		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180751		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CK		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CJ		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MW		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MX		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D6		1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D5		1	73.18
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M26180752		1	103.24
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074X		1	73.18

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Y			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Z			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CL			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MY			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MV			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2744029F			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D7			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MT			1	73.18
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532008X			1	103.24
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XK	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XB	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XF	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X8	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XH	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XM	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XC	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X9	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XR	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XP	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XG	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XD	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XL	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XJ	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XQ	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XN	12/10/2021		1	71.22
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702YB	12/10/2021		1	103.24
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008G			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008H			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008L			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008M			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Q			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008R			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008V			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008W			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008D			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008F			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008J			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008K			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008N			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008P			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008S			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008T			1	73.18
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532009G			1	103.24
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y4	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XV	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XS	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y5	12/10/2021		1	71.22

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y3	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y7	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XT	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XZ	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y2	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y1	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y8	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y6	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y0	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XY	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XW	12/10/2021		1	71.22
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XX	12/10/2021		1	71.22
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702Y9	12/10/2021		1	103.24
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320091			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320093			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320096			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320097			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320099			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009B			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009D			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Y			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Z			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320090			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320094			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320095			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320098			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320092			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009C			1	73.18
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009F			1	73.18
<b>HPE Collaborative Remote Support</b>						
Basic Software Phone Support						
Collaborative Call Managemnt						
24 Hours, Day 1-7 Phone Supp						
Standard Response Time						
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M255001D8			1	1.31
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180750			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180751			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CK			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CJ			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MW			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MX			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D6			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D5			1	2.61
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M26180752			1	1.31
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074X			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Y			1	2.61

Please refer to the payment schedule for prices to be invoiced yearly in advance.



**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Z			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CL			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MY			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MV			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2744029F			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D7			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MT			1	2.61
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532008X			1	1.31
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XK	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XB	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XF	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X8	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XH	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XM	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XC	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X9	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XR	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XP	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XG	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XD	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XL	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XJ	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XQ	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XN	12/10/2021		1	2.61
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702YB	12/10/2021		1	1.31
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008G			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008H			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008L			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008M			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Q			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008R			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008V			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008W			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008D			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008F			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008J			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008K			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008N			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008P			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008S			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008T			1	2.61
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532009G			1	1.31
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y4	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XV	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XS	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y5	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y3	12/10/2021		1	2.61

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y7	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XT	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XZ	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y2	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y1	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y8	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y6	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y0	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XY	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XW	12/10/2021		1	2.61
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XX	12/10/2021		1	2.61
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702Y9	12/10/2021		1	1.31
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320091			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320093			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320096			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320097			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320099			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009B			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009D			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Y			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Z			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320090			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320094			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320095			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320098			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320092			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009C			1	2.61
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009F			1	2.61

**Discounts**

Special Neg HdrDisc% -4%	410.40-
HW Spec Neg DiscHdr% -30%	3078.00-
Pre Payment HdrDisc% -1%	68.03-

**\*\*\* Software Support \*\*\***

**HPE Software Technical Unlimited Support**

- SW Technical Support
- SW Electronic Support
- 24 Hrs Std Office Days
- 24 Hrs Day 6
- 24 Hrs Day 7
- Holidays Covered
- Standard Response
- Access to Adv Tech Specialists

**\*\*\* Hardware Support \*\*\***

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
UJ558AC	<b>HPE Ind Std Svrs Return to HW Supp</b> The HPE Return to Support charge for this contract is (\$24,292.73). This amount will be included in your first/current month total.		08/31/2021			24,292.73

**Discounts**

Special Neg HdrDisc% -4%	1472.29-
HW Spec Neg DiscHdr% -30%	11042.15-

**Summary of Charges**

Hardware Support	30,777.03
Hardware Support Tax TX	0.00
Software Helpdesk Services	219.27
Software Helpdesk Services Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>30,996.30</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Hardware products under warranty**

836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XK	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XB	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XF	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X8	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XH	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XM	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XC	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X9	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XR	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XP	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XG	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XD	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XL	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XJ	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XQ	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XN	12/08/2016	12/09/2021	1
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702YB	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y4	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XV	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XS	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y5	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y3	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y7	12/08/2016	12/09/2021	1
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XT	12/08/2016	12/09/2021	1

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345430**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XZ	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y2	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y1	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y8	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y6	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y0	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XY	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XW	12/08/2016	12/09/2021	1	
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XX	12/08/2016	12/09/2021	1	
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702Y9	12/08/2016	12/09/2021	1	

# Support Account Detail

**Special Terms and Conditions No:** DIRTSO4160  
**Your PO Reference:**  
**CCRN Number:** 0508363560

**Support Account Reference:**  
**2M2724065Z-SAR**

HPE Reference No.: 71279305

**Equipment Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Software Update Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Hardware Contact:**  
 Rick Maroney  
 Tel: (817) 814-3055  
 Fax:

**Software Contact:**  
 Rick Maroney  
 Tel: (817) 814-3055  
 Fax:

**This quote is valid until 09/30/2021**  
**Coverage from: 08/01/2021 to: 07/31/2022**

**Service Agreement ID: 1050 8363 5669 For Support, please call: 866-211-5211**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Comment:** State contract # DIR-TSO-4160 must be sited on Purchase Order

**H1K93AC HPE Proactive Care 24x7 wDMR SVC**  
**\*\*\* Hardware Support \*\*\***

**HPE Hardware Maintenance Onsite Support**

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Defective Media Retention
- Remote Delivery SVC Advanced
- Access to Adv Tech Specialists

K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M2724065Z	1	39.20
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**Discounts**

Special Neg HdrDisc% -4%	2.40-
HW Spec Neg DiscHdr% -30%	18.00-
Pre Payment HdrDisc% -1%	0.40-

**\*\*\* Software Support \*\*\***

**HPE Software Technical Unlimited Support**

- SW Technical Support
- SW Electronic Support

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363560

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response  
Access to Adv Tech Specialists

K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M2724065Z		1	34.21
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**HPE Software Updates SVC**

License to Use & SW Updates  
HPE Recommended SW Upd Method  
HPE Recommended Doc Upd Method

K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M2724065Z		1	17.82
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**Discounts**

Special Neg HdrDisc% -4%	2.92-
SW Spec Neg DiscHdr% -24%	17.52-
Pre Payment HdrDisc% -1%	0.53-

**\*\*\* Hardware Support \*\*\***

<b>HP457AC</b>	<b>HPE Storage Return to HW Supp</b>		08/31/2021		315.22
	The HPE Return to Support charge for this contract is (\$315.22). This amount will be included in your first/current month total.				

**Discounts**

Special Neg HdrDisc% -4%	19.10-
HW Spec Neg DiscHdr% -30%	143.28-

**Summary of Charges**

Hardware Support	354.42
Hardware Support Tax TX	0.00
SW Updates eDelivery	17.82
SW Updates eDelivery Tax TX	0.00
Software Support-Labor	34.21
Software Support-Labor Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>406.45</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

## Payment Schedule as of 08/30/2021

**AMP ID: AMP FORTWORTH**

**Settlement Period from: From: 08/01/2021 to: 07/31/2022**

Support Account Reference	08/01/2021	07/31/2022
2M255001D8	93,677.71	
2M2724065Z-SAR	1,409.98	
<b>Total for the period</b>		
<b>AMP FORTWORTH</b>	<b>95,087.69</b>	

Applicable tax to be added to the invoice.

## Texas Department of Information Resources

Can't find what  
you're looking for?



Home / All Contracts & Services / Contract Detail

# Hewlett Packard Enterprise Company

### Vendor ID

1473298624600

### URL

[Vendor Website](#)

### HUB Type

Non HUB

### DIR Contract Number

DIR-TSO-4160

### Contract Term End Date

10/2/2022

### Contract Exp Date

10/2/2024

### Contact Hewlett Packard Enterprise Company

#### Contact

[Stacey Pierce](#)

#### Phone

(512) 319-1012

#### Fax

810-373-363

### Contact DIR

#### Contact

[Tiffanay Waller](#)

#### Phone

(512) 475-4962

#### Fax

(512) 475-4759

## Contract Overview

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

## Contract Documents

- [DIR-TSO-4160 Contract PDF \(297.53KB\)](#)
- [DIR-TSO-4160 Amendment 1 PDF \(122.61KB\)](#)

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**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE 2021-2022 UNIVERSITY INTERSCHOLASTIC LEAGUE (UIL) MEMBERSHIP FEES**

**BACKGROUND:**

Research shows that participation in extracurricular activities has a positive effect on academic performance. Fort Worth ISD students benefit from participation in educational extracurricular academic, athletic, and music contests. The governing body that provides leadership and guidance for Texas public school extracurricular contests has an annual membership fee. The enrollment classification of the participating high school determines the amount of the membership fee. High school fees cover the membership fee for the District’s middle schools and elementary schools.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2021-2022 University Interscholastic League (UIL) Membership Fees
2. Decline to Approve 2021-2022 University Interscholastic League (UIL) Membership Fees
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2021-2022 University Interscholastic League (UIL) Membership Fees

**FUNDING SOURCE:**

*Additional Information*

General Fund	199-36-6495-001-999-99-344-000000.....	\$14,750
	199-36-6495-001-999-91-260-000000.....	\$49,700

**COST:**

\$64,450

**VENDOR:**

University Interscholastic League (UIL)

**PURCHASING MECHANISM:**

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

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

Amon Carter-Riverside High School	Arlington Heights High School	Benbrook Middle-High School
Diamond Hill-Jarvis High School	Dunbar High School	Eastern Hills High School
Marine Creek Collegiate High School	North Side High School	Paschal High School
Polytechnic High School	South Hills High School	Southwest High School
Texas Academy of Biomedical Sciences	I.M. Terrell Academy for STEM and VPA	TCC South Collegiate High School
Trimble Tech High School	Western Hills High School	O.D. Wyatt High School
World Languages Institute	Young Men’s Leadership Academy	Young Women’s Leadership Academy

**RATIONALE:**

Membership fee is required for Fort Worth ISD students to participate in state-sponsored extracurricular activities and contests.

**INFORMATION SOURCE:**

Cherie Washington



## UNIVERSITY INTERSCHOLASTIC LEAGUE

MAKING A WORLD OF DIFFERENCE

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P.O. Box 8028  
Austin, TX 78713-8028  
(512) 471-5883  
FAX (512) 471-5908

DATE: July 2021

TO: Superintendent, Fort Worth ISD

FROM: Charles Breithaupt, Executive Director

SUBJECT: Membership Application and Fees

This is your invitation to enroll your schools in the University Interscholastic League for the 2021-2022 school year. Enclosed please find an application, which must be signed and returned with your payment to the UIL office at the above address no later than October 1, 2021.

Please verify and/or update all the information requested on the application for EACH high school you are enrolling. One fee for each high school automatically covers membership fees for all elementary and junior high schools in your district. Elementary and junior high schools should not be listed on the application. Each high school paying a membership fee will receive one hard copy of the *Constitution and Contest Rules*, acceptance forms to participate in all UIL activities and general mailings will be sent electronically.

The fees for 2021-2022 are as follows:

Conference 1A: \$2,500	Conference 4A: \$2,950
Conference 2A: \$2,600	Conference 5A: \$3,250
Conference 3A: \$2,800	Conference 6A: \$3,350

ISDs and open enrollment charter schools without a high school: \$1,800

We ask that you send one check to cover all schools in your district. If you would like to pay by wire, please contact [finance@uiltexas.org](mailto:finance@uiltexas.org). Please note that the deadline for paying 2021-2022 membership fees is October 1, 2021.

NOTE: ANY APPLICATION RECEIVED WITHOUT THE SIGNATURE OF THE SUPERINTENDENT WILL BE RETURNED.

**2021-2022 MEMBERSHIP APPLICATION**

**Due in the UIL office by October 1, 2021. Make check payable to: University of Texas at Austin, UIL.**

Section 11: ADMISSION TO MEMBERSHIP

A school seeking membership in the UIL shall submit its application to the Executive Director. If the application (a) demonstrates that the school district or open enrollment charter school is eligible for membership, (b) states that the school board and superintendent comply and will comply with applicable state law, Texas Education Agency regulations and the terms of participation in UIL contests as set out in the *Constitution and Contest Rules*, (c) is signed by the superintendent, and (d) is accompanied by payment of the annual membership fee, the Executive Director shall enroll the school as a member of the UIL.

Section 10: QUALIFICATIONS FOR MEMBERSHIP

A public school district or open enrollment charter school in Texas that is subject to accreditation by the Texas Education Agency, or a private school subject to accreditation by the Texas Private School Accreditation Commission, may become a member of the UIL in accordance with the following:

- (a) **ALL HIGH SCHOOLS.** A high school must fit the definition of "High School" in Section 5 in order to be eligible to participate in UIL competition.
- (b) **PUBLIC SCHOOL DISTRICTS AND OPEN ENROLLMENT CHARTER SCHOOLS.** Unless its right to participate has been suspended or revoked by the UIL, an open enrollment charter school, and a public high school, junior high school or elementary school of a school district that is a member of the UIL and for which the district has paid the annual participation fee, is eligible to participate in UIL competition.
- (c) **PRIVATE SCHOOLS.** Unless its right to participate has been suspended or revoked for violating rules or codes by another league similar to the UIL, a Texas non-public school may apply for UIL membership in the largest conference (currently 6A) provided the school meets all of the following conditions:
  - (1) School is accredited by the Texas Private School Accreditation Commission.
  - (2) School does not qualify for membership in any other organization similar to the UIL.

Section 12: MEMBERSHIP DUES

- (a) **ANNUAL MEMBERSHIP DUES.** A member school shall pay annually membership dues in an amount determined by the Legislative Council.

UIL Participation Fee Structure	
No High School.....	\$1,800
Conference A.....	\$2,500
Conference AA.....	\$2,600
Conference AAA.....	\$2,800
Conference AAAA.....	\$2,950
Conference AAAAA.....	\$3,250
Conference AAAAAA.....	\$3,350

One fee for each high school automatically covers participation fees for all junior high and elementary schools competing in elementary/junior competition. Junior high schools with 9th grades that compete at the high school varsity level must pay the same fee as their 10th thru 12th grade high school. Independent school districts or open enrollment charter schools without high schools pay \$1,800.00. The fee for each one or two-year (*grade 9 or grades 9 and 10*) high school is determined by its conference assignment. A magnet or special school for the academically gifted is assigned to a conference for competition in academics, drama and music activities based on the enrollment of the largest participant school in the ISD.

*I HEREBY CERTIFY that I have read and have determined that the following schools meet the requirements for participation and that the independent school district or open enrollment charter school meets the qualifications and requirements for membership. I further certify that the school board and superintendent accept and will comply with applicable state law, Texas Education Agency regulations, and the terms of participation in League contests as set out in the Constitution and Contest Rules.*

\_\_\_\_\_  
 Superintendent's Signature (Kent Scribner)

**PLEASE CORRECT/UPDATE ALL INFORMATION BELOW. ADDITIONAL PAGE(S) MAY BE ATTACHED IF NECESSARY.**

FORT WORTH ISD, 100 N UNIVERSITY DR, FORT WORTH, TX 76107-1360  
 PHONE: 817-814-1900 FAX: 817-814-1905 EMAIL: superintendent@fwisd.org

**TOTAL AMT DUE:**  
**\$64,450.00**

ARLINGTON HEIGHTS HIGH SCHOOL, 4501 W FREEWAY, FORT WORTH, TX 76107-5499 PHONE: 817-815-1000 FAX: 817-815-1050 EMAIL: sarah.weeks@fwisd.org Grades: 9_12	SARAH WEEKS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
CARTER-RIVERSIDE HIGH SCHOOL, 3301 YUCCA AVE, FORT WORTH, TX 76111-4898 PHONE: 817-814-9000 FAX: 817-814-9050 EMAIL: victor.alfaro@fwisd.org Grades: 9_12	VICTOR ALFARO PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DIAMOND HILL-JARVIS HIGH SCHOOL, 1411 MAYDELL ST, FORT WORTH, TX 76106-4596 PHONE: 817-815-0000 FAX: 817-815-0050 EMAIL: james.garcia1@fwisd.org Grades: 9_12	JAMES GARCIA, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DUNBAR HIGH SCHOOL, 5700 RAMEY AVE, FORT WORTH, TX 76112-7999 PHONE: 817-815-3000 FAX: 817-815-3050 EMAIL: Justin.Edwards@fwisd.org Grades: 9_12	JUSTIN EDWARDS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
EASTERN HILLS HIGH SCHOOL, 5701 SHELTON ST, FORT WORTH, TX 76112-3999 PHONE: 817-815-4000 FAX: 817-815-4050 EMAIL: katrina.smith@fwisd.org Grades: 9_12	KATRINA SMITH, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH BENBROOK MIDDLE-HS, 201 OVERCREST DRIVE, BENBROOK, TX 76126- PHONE: 817-815-7100 FAX: 817-815-7150 EMAIL: richard.penland@fwisd.org Grades: 9_	RICHARD PENLAND, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH TERRELL ACADEMY FOR STEM & VPA, 1900 IM TERRELL WAY, FORT WORTH, TX 76102-BALDWIN BROWN, PRINCIPAL PHONE: 817-815-2100 FAX: 817-815-2150 EMAIL: baldwin.brown@fwisd.org Grades: 9_12	CONFERENCE: 4A FEE AMOUNT: \$2950.00
MARINE CREEK COLLEGIATE HS, 4801 MARINE CREEK PARKWAY, FORT WORTH, TX 76179- PHONE: 817-515-7784 FAX: 817-515-7094 EMAIL: tom.fraire@fwisd.org Grades: 9_12	THOMAS FRAIRE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
NORTH SIDE HIGH SCHOOL, 2211 MCKINLEY AVE, FORT WORTH, TX 76164-7798 PHONE: 817-814-4000 FAX: 817-814-4050 EMAIL: antonio.martinez@fwisd.org Grades: 9_12	ANTONIO MARTINEZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
PASCHAL HIGH SCHOOL, 3001 FOREST PARK BLVD, FORT WORTH, TX 76110-2895 PHONE: 817-814-5000 FAX: 817-814-5050 EMAIL: troy.langston@fwisd.org Grades: 9_12	TROY LANGSTON, PRINCIPAL CONFERENCE: 6A FEE AMOUNT: \$3350.00
POLYTECHNIC HIGH SCHOOL, 1300 CONNER AVE, FORT WORTH, TX 76105-1493 PHONE: 817-814-0000 FAX: 817-814-0050 EMAIL: nick.torrez@fwisd.org Grades: 9_12	NICK TORREZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTH HILLS HIGH SCHOOL, 6101 MCCART AVE, FORT WORTH, TX 76133-3317 PHONE: 817-814-7000 FAX: 817-814-7050 EMAIL: rodrigo.durbin@fwisd.org Grades: 9_12	RODRIGO DURBIN, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTHWEST HIGH SCHOOL, 4100 ALTAMESA BLVD, FORT WORTH, TX 76133-5499 PHONE: 817-814-8000 FAX: 817-814-8050 EMAIL: john.engel@fwisd.org Grades: 9_12	JOHN ENGEL, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
TCC SOUTH COLLEGIATE HS, 5301 CAMPUS DRIVE, FORT WORTH, TX 76119- PHONE: 817-515-4220 FAX: 817-515-4208 EMAIL: Quanda.collins@fwisd.org Grades: 9_12	QUANDA COLLINS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TEXAS ACADEMY OF BIOMEDICAL SCIENCE, 2100 CLOVER LANE, FORT WORTH, TX 76107-3416 PHONE: 817-815-1660 FAX: 817-815-1699 EMAIL: jack.henson@fwisd.org Grades: 9_	JACK HENSON, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TRIMBLE TECHNICAL HIGH SCHOOL, 1003 W CANNON ST, FORT WORTH, TX 76104-3086 PHONE: 817-815-2500 FAX: 817-815-2550 EMAIL: Eudoxio.Ramos@fwisd.org Grades: 9_12	E. OMAR RAMOS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
WESTERN HILLS HIGH SCHOOL, 3600 BOSTON AVE, FORT WORTH, TX 76116-6999 PHONE: 817-815-6000 FAX: 817-815-6050 EMAIL: Keri.Flores@fwisd.org Grades: 9_12	KERI FLORES, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
WORLD LANGUAGES INSTITUTE, 4921 BENBROOK HWY, FORT WORTH, TX 76116- PHONE: 817-815-2200 FAX: 817-815-2250 EMAIL: MARIE-LISE.MOSBEUX@fwisd.org Grades: 9_	MARIE-LISE MOSBEUX, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00

WYATT HIGH SCHOOL, 2400 E SEMINARY DR, FORT WORTH, TX 76119-5598	HOWARD ROBINSON, PRINCIPAL
PHONE: 817-815-8000 FAX: 817-815-8050 EMAIL: howard.robinson@fwisd.org	CONFERENCE: 5A
Grades: 9 – 12 Will Participate in ___Athletics ___Academics ___Music	FEE AMOUNT: \$3250.00
YOUNG MEN'S LEADERSHIP ACADEMY, 5100 WILLIE, FORT WORTH, TX 76105-	RODNEY WHITE, PRINCIPAL
PHONE: 817-815-3400 FAX: 817-815-3450 EMAIL: rodney.white@fwisd.org	CONFERENCE: 4A
Grades: 9 – Will Participate in ___Athletics ___Academics ___Music	FEE AMOUNT: \$2950.00
YOUNG WOMEN'S LEADERSHIP ACADEMY, 401 EAST 8TH STREET, FORT WORTH, TX 76104-	TAMARA ALBURY, PRINCIPAL
PHONE: 817-815-2400 FAX: 817-815-2450 EMAIL: Tamara.Albury@fwisd.org	CONFERENCE: 4A
Grades: 6 – 12 Will Participate in ___Athletics ___Academics ___Music	FEE AMOUNT: \$2950.00



### Sole Source Affidavit

Fiscal Year 2014-15

To whom it may concern:

The University Interscholastic League is the sole source of items listed on the UIL order forms and the UIL Online Store. These items include, but are not limited to, study material for academics and music, invitational meet material, champions yearbooks, official UIL awards, medals and merchandise. The order forms for the 2014-2015 fiscal year and the Online Store are viewable through the UIL website: [www.uiltexas.org](http://www.uiltexas.org).

Best Regards,

Heather Pruitt  
Business Manager

Subscribed and sworn to before me on this 2 day of September, 2014

(seal)



\_\_\_\_\_  
Notary Public Signature, State of Texas

Susan J Doherty  
\_\_\_\_\_  
Print Name

Sept. 23, 2017  
\_\_\_\_\_  
Date Commission Expires:

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE CHARACTER AND LEADERSHIP DEVELOPMENT  
SOCIAL EMOTIONAL LEARNING PROGRAM FOR  
STUDENT-ATHLETES**

**BACKGROUND:**

A school district’s interscholastic athletics programming adds value when it aligns with the mission of the school district. Intentionally, training and learning opportunities introduced to student-athletes and to coaches should foster this belief. Fort Worth ISD (FWISD) aims to implement a curriculum for student-athletes that supports college, career and military readiness.

The program uses a character *then* leadership curricula that incorporates cognitive neuroscience with restorative practices and social emotional learning combined with civic engagement and leadership development. The programming is currently offered at two (2) FWISD high schools. Given the successful implementation, FWISD seeks to expand the offering to three (3) additional high school feeder patterns.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement
- 4 - Develop a Workforce that is Student & Customer-Centered

**ALTERNATIVES:**

- 1. Approve Character and Leadership Development Social Emotional Learning Program for Student-Athletes
- 2. Decline to Approve Character and Leadership Development Social Emotional Learning Program for Student-Athletes
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Character and Leadership Development Social Emotional Learning Program for Student-Athletes

**FUNDING SOURCE:**

*Additional Details*

ESSER Fund

282-32-6299-001-999-24-950-000260-22F32



**COST:**

\$90,000

**VENDOR:**

Tomlinson Center for Leadership

**PURCHASING MECHANISM:**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-AE

Number of Bid/Proposals received: 47

HUB Firms: 6

Compliant Bids:47

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

South Hills High School  
Diamond Hill-Jarvis High School  
Eastern Hills High School  
Polytechnic High School  
Western Hills High School

**RATIONALE:**

FWISD Athletics seeks to renew and to expand programs that benefit student-athletes beyond the athletic arena. Instructors train athletic student leaders to engage in peer-to-peer leadership using curriculum focused on 14-character traits and 11-leadership principles. The program will set student-athletes on a path of self-efficacy to become better leaders and better citizens.

**INFORMATION SOURCE:**

Cherie Washington

## AGREEMENT FOR MATERIALS AND SERVICES

This Agreement is between **Fort Worth Independent School District**, a political subdivision of the State of Texas with a mailing address of **100 N University Dr, Fort Worth, TX 76107** (hereinafter referred to as “District”) and **LT Character, LLC, d/b/a Tomlinson Center** for Leadership, a Texas limited liability company with a mailing address of **8951 Cypress Waters, Suite 160, Coppell, Texas 75019** (hereinafter referred to as “Center”). In consideration of the mutual promises contained herein, the parties agree as follows:

1. ***Contract with Center.*** District agrees to contract with Center on a non-exclusive basis to provide certain instructional materials and services to District. There is no requirement imposed upon the District pursuant to this Agreement to purchase any quota of instructional materials or services. The Parties understand and agree that Center is to provide the instructional materials and perform the services under the terms and conditions set forth in this Agreement on a non-exclusive basis.

2. ***Duties of Center.*** Center agrees to perform any and all services as agreed upon herein. Upon written request from the District, Center will provide an update of instructional materials and services and activities provided to District during the month such request is made. Upon request prior to any individual assignment, Center will provide District with the individual’s experience, background information, and will obtain District’s written approval prior to assignment.

3. ***Removal.*** If, at any time, District finds that an individual provides unsatisfactory performance, improper conduct or inadequate instruction/consultation/service, the district shall notify Center in writing, stating with particularity the District’s findings. Center shall have thirty business (30) days from the date of the written notice to correct any individual performance issues and notify the district of the same. However, if the district’s findings involve excessive safety or criminal issues that are also confirmed by Center’s findings then Center shall immediately replace the individual, without charge or penalty to District.

4. ***Term & Termination.*** This Agreement will commence in **October, 2021** and will be effective until **September 31, 2022**. The district may opt to renew this Agreement for an additional one (1) year term beginning at end of previous term. Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party if the other party fails to cure the default within said thirty (30) day period. In the event of such termination, District is not entitled to refund.

5. **Scope of Work.** Center shall provide District with the following instructional materials and services within **5 FWISD High Schools** for the following services at a cost of **(\$90,000)** :

a. **Leadership: Build the Complete Student Athlete Program** instructional materials, resources, service & interactive & blended learning curriculum and software to earn and track points for Male & Female Leadership Council. Center to provide leadership training by Tomlinson Instructor and mentoring to up to 21-30 District student-leaders on how to lead through 11 small unit principles to build Player/Student Led Culture. Center shall provide said training in 10-14 sessions per semester at District High School. Center will also provide professional development training for coaches to deliver curriculum into student-athlete population.

i. **Phase 1: Professional Development/ 1x/ 3 Hours**

1. **Archers & Arrows Professional Development Workshop: With Staff and Student Leadership Council** Align staff and students with Non negotiables; the Core Values, Goals utilizing SMART method, Identify Friction Points that Prevent Goal Achievement, and develop standards to overcome friction points to ensure goal achievement.

ii. **Phase 2: Leadership Council /1<sup>st</sup> Semester/ 1x per week**

1. **Leadership Council Development:** Implement Standards by Leadership Council and develop leadership capacity and personality diversity training weekly to drive self-efficacy and confidence, and ability.
2. **Staff Development:** Ensure Core Values are messaged Continually, identify emerging friction points with staff and use as scaffolding opportunities with the Leadership Council.
3. **Implement Service Learning and Intern opportunities** to reinforce and develop empathetic leaders through Disabled American Veterans and Veterans Administration

iii. **Phase 3: Peer to Peer Development/ 2d Semester/ 1x per week**

1. **Organize organization into small units** with 1 staff member and Leadership Council member.
2. **Train Leadership Council** to deliver hip pocket discussions weekly to their group, how to look after their teammates and be/held responsible for their success or failures. Staff member operates as mentor and guides Leadership Council Member

iv. **AWARDS: All participants** eligible for Tomlinson Honors recognition and awards, including National LTAC Watchlist with social media recognition, awards, and experiences.

b. **Campus Branding:** For the duration of this contract and any subsequent renewals, all campuses being served by Center will be allowed rights to use LaDainian Tomlinson's Name, Image, and Likeness (NIL) promote the program to its constituents. This includes, quotes, campus branding, showcasing awards recipients etc. All uses of likeness and image must first be approved by Center leadership.

In return for the services above, the District shall pay Center in an amount of **\$90,000** during the Term of this Agreement, as billed by Center.

6. **Billing.** Center shall invoice the District in two installments. Late payments and disputed invoices shall be handled in accordance with the requirements of Texas Government Code Chapter 2251.

- a. 50%, Oct 30 2021
- b. 50% Dec 31, 2021

7. **Relationship of the Parties.** The parties intend that Center, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. Additionally, Center will be free to contract for similar services to be performed for other clients while Center is under contract with District. Center is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Center agree that Center, Center's subcontractors, agents and employees are not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies.

8. **Liability.** Center must take all reasonable precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Center employees, and third persons, on District property.

9. **INDEMNITY. CENTER SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, DISTRICT'S EMPLOYEES, OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL**

**EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CENTER UNDER THIS AGREEMENT.**

10. ***Educational Records.*** Center agrees and warrants that it will strictly comply with the Family Educational Rights and Privacy Act (“FERPA”) and that it will not release or disclose any personally identifiable information regarding District students (Student Data) without the prior written consent of the parent, guardian, or eligible student as required by 34 C.F.R. §§ 99.30 - 99.32. The District or its designee shall have access to all education records or other documents in the possession of Center concerning students enrolled in the District for purposes of monitoring student progress, conducting evaluations, and making reports. Upon expiration or termination of this Agreement for any reason, Center shall turn over all Student Data in the possession of Center and then destroy any and all additional Student Data in its possession. Notwithstanding the foregoing, such Student Data shall not include the de-identified data collected and analyzed by Center in performing the services hereunder, which shall remain as Center’s intellectual property and information.

11. ***Confidentiality and Transmission of Data.*** Center warrants that it will use commercially reasonable efforts to ensure that District’s Student Data, including but not limited to documents and information (“Data”) will be safeguarded and maintained accurately, which at a minimum requires that all District Data be encrypted. Center shall provide the District timely notice of any security and/or data breaches and comply with any and all notification requirements to users as required by federal and the laws of the State of Texas.

12. ***Criminal History Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to students to obtain criminal history and/or fingerprinting record information regarding covered employees. Upon written request, Center must certify to the District that it has complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Center agrees to submit to a national criminal history review provided by the District on each person Center directs to perform the Services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Center agrees to require its employees, representatives and agents to wear a nametag at all times when present on any property owned by the District.

13. ***Insurance.*** **Upon request and as a result of use of athletic facilities if providing performance services,** Center agrees to carry, for the duration of this contract, Commercial General Liability insurance in an amount acceptable to District.

14. **Documents.** Center shall maintain all books, records, or other documents relating to this Agreement as required by District Policy and/or state or federal law. The District or its designee shall have access to such books, records, or other documents for purposes of supporting state or federal audits, examinations, excerpts, and transcripts.

15. **Compliance.** Center and its employees, agents, volunteers, and subcontractors will abide by all federal, state, and local laws, regulations, and District policies at all times while on District property, including District-related or District sponsored events, and while performing Services under this Agreement. Center shall comply with all rules related to instructional materials, including, but not limited to, those rules contained in Texas Education Code Chapter 31.

16. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement and supersedes any prior written agreement between the District and Center, or the Touching Lives Foundation. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

17. **Waiver or Modification Ineffective Unless in Writing.** A waiver, amendment, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

18. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. **Governing Law and Venue.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in Tarrant County, Texas.

20. **Severability.** If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable, then the remainder of this Agreement shall be unaffected thereby and in lieu of such clause or provision there shall be added a clause or provision as similar in terms as may be possible and be legal, valid, and enforceable.

21. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

22. **Non-Solicitation.** During the term of this Agreement and continuing for thirty-six (36) months after the termination of this Agreement, neither Party shall directly or indirectly, for its own account or for the account of others, urge, induce, entice, or in any manner whatsoever solicit any employee, contractor, strategic partner, or vendor directly involved in the activities for employment or services conducted pursuant to this Agreement to benefit the other Party or any of its Affiliates for any reason without other party's advance written consent.

23. **Chapter 2270.** Pursuant to Texas Government Code Chapter 2270, Center does not boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code, **Chapter 2252**, Section 2252.152 and Section 2252.153, Center certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.”

24. **Notice of Felony Conviction.** By signing this Agreement, Center certifies that neither they, the owner of their company, or operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed contract by any Federal or State Department or Agency.

25. **Non-Discrimination.** Both Center and District agree and that they shall comply with all applicable federal, state, and local antidiscrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of either party, or recipient of services contemplated to be provided or provided under this Agreement, because of race, color, religious creed, national origin, ethnic group identification, sex, age (over 40), medical condition, or physical or mental disability.

26. **Disclosure of Interested Parties/Form 1295.** Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a contractor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed Agreement, if the Agreement requires action or a vote by the Board of Trustees or the value of the contract awarded is at least One Million Dollars (\$1,000,000.00). The form must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. Center agrees it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

27. **Conflict of Interest/Form CIQ.** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property,



goods, or services with District shall file a completed Conflict of Interest Questionnaire (CIQ) with the District if facts exist requiring the statement to be filed. The Conflict-of-Interest Questionnaire required by Chapter 176 of the Texas Local Government Code must be completed and submitted to the District prior to the commencement of this Agreement if required as stated in Section 176.006(a-1).

28. **Assumptions.** The District shall provide student names and email addresses that is required for Center to build out the information and services, and to prepare the app download. The District is responsible to ensure essential staff participate in the welcome aboard working sessions to cover implementation of program, where applicable. The District is also responsible to ensure staff and student-athletes are available and that scheduling of all sessions are provided to staff upon request of Center. Center is not responsible for lack of performance of this Agreement if the District staff is not engaged and does not provide scheduling to ensure appropriate students are notified to attend sessions. The Center curriculum and software are the property of Center, and any reproduction of the same is prohibited.

The parties have made and executed this Agreement on the dates stated below.

TOMLINSON CENTER:

DISTRICT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: CLIFF DEAN

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

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**      **APPROVE RENEWAL OF SUBSCRIPTION ONLINE INFORMATION DATABASES**

**BACKGROUND:**

Annual subscription renewal for online access to full-text magazine and journal articles, licensed images, and other authoritative full-text multimedia content for student inquiry, curriculum support and enrichment. Subscription period is August 1, 2021 through July 31, 2022. Detailed database usage statistics available through Library Media Services.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Subscription Online Information Databases
2. Decline to Approve Renewal of Subscription Online Information Databases
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Subscription Online Information Databases

**FUNDING SOURCE**

*Additional Details*

General Fund

199-12-6329-634-999-99-217-000000

**COST:**

\$163,992

**VENDOR:**

EBSCO Information Services

**PURCHASING MECHANISM:**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS:**

Access provided to all Fort Worth ISD students, educators, and employees.

**RATIONALE:**

Usage statistics for a twelve-month period indicate that District students and staff conducted 271,856 database searches (2% increase from previous year), 33,719 item investigations (4% increase), and 16,565 item requests (21% increase from previous year).

**INFORMATION SOURCE:**

Jerry Moore

## EBSCO LICENSE AGREEMENT

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to the extent allowed by law and without waiver of any immunity or defense to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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H. Licensee agrees not to include any advertising in the Databases or Services.

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B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

### **III. PRICE AND PAYMENT**

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges in accordance with the Texas Prompt Program Act. To the extent allowed by law and without the waiver of any immunity or defense, the Licensee will be liable for all costs of collection. Failure or delay in rendering payments due to EBSCO under this Agreement will, at EBSCO's option, constitute a material breach of this Agreement. If changes are made in writing resulting in amendments to the listing of authorized Sites, Databases, Services, and pricing identified in this Agreement pro-rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due in accordance with the Texas Prompt Program Act.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

### **IV. TERMINATION**

A. In the event of a breach of any of its obligations under this Agreement, the breaching Party shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from the non-breaching Party. Within the period of such notice, the breaching Party shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the breaching Party fails to remedy such a breach within the period of thirty (30) days, the non-breaching Party may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

### **V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT**

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email: kstam@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

## **VI. GENERAL**

A. Neither party shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond that Party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. The license granted herein may not be assigned by the Licensee to any third party without the written consent of EBSCO. The Agreement may not be assigned by either Party to any third party without the written consent of the other Party.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral with the exception of any response by EBSCO to Licensee's request for proposals, if any. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. This Agreement is governed by and interpreted under the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:      **APPROVE CONTRACT RENEWAL FOR EDUCATIONAL TECHNOLOGY DIGITAL LEARNING AND REGION 11 TELECOMMUNICATION NETWORK (RETN) FOR THE 2021-2022 SCHOOL YEAR****

**BACKGROUND:**

The Fort Worth Independent School District contracts annually with the Education Services Center, Region 11, for Educational Technology Digital Learning, and Region 11 Telecommunication Network (RETN) support services. The contract term for both is September 1, 2021 – August 31, 2022.

Listed below are a few services that are available for Digital Learning, and RETN:

- Free access to licensed video streaming and other digital resources
- Free online informational resources
- Free technical and planning assistance
- Discounted online resources
- Discounted professional development
- TEA (Texas Education Agency)/SBEC (State Board for Educator Certification) rules/regulations dissemination and inter-proficiency
- Discovery Education Streaming Discovery Powermedia Plus
- Bright Bytes Technology Data Collection Survey
- Canvas Learning Management System (LMS), free for the 2021-2022 School Year, 50% discount for the 2022-2023 School Year
- Opportunities for online collaboration with local cultural and educational content program providers as well as surrounding K-12 campuses, community colleges and four-year universities Training and transition support
- Two-way audio/two-way video multipoint communication in the Region 11 area

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year
2. Decline to Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year
3. Remand to Staff for Further Study



**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract Renewal for Educational Technology Digital Learning and Region 11 Telecommunication Network (RETN) for the 2021-2022 School Year

**FUNDING SOURCE:**      *Additional Details*

Special Revenue	410-12-6239-001-999-99-458-000000-12245.....	\$150,000
General Fund	199-13-6239-808-999-99-610-000000.....	\$142,700
	199-12-6239-634-999-99-217-000000.....	\$26,776
	199-13-6239-001-999-99-156-000000.....	\$51,377

**COST:**

\$370,853

**VENDOR:**

ESC (Education Services Center) Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

District - Wide

**RATIONALE:**

Approval of this item will allow administrators, teachers, students and parents to have access to digital learning tools and media resources.

**INFORMATION SOURCE:**

Marcey Sorensen



1451 S. Cherry Lane  
White Settlement, TX 76108

### FORT WORTH ISD Contract Summary Report

Last Year Enrollment: 76858

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Comprehensive Services Basic Contract	07/23/2021	09/01/2021	08/31/2022	\$650.00
Instructional Solutions and Support	08/30/2021	09/01/2021	08/31/2022	\$370,853.00
				<b>\$371,503.00</b>
			Comprehensive Services Basic Contract	-\$650.00
				<b>\$370,853.00</b>

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

\_\_\_\_\_  
Signature of Board President or Designee

\_\_\_\_\_  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

*Shana Ellason* *SE*

shana.ellason@fwisd.org

Designated District Contact

E-mail of District Contact

Please fax or e-mail to:  
Education Service Center Region 11  
Atten: Dr. Clyde W. Steelman, Jr.  
1451 S. Cherry Lane  
White Settlement, Texas 76108  
Fax (817) 740-7675  
clydes@esc11.net

For additional information, contact:  
Dr. Clyde W. Steelman, Jr.  
(817) 740-3630  
clydes@esc11.net

\_\_\_\_\_  
ESC Region 11 Executive Director Signature



# Instructional Solutions & Support Contract — Region 11 Public Districts/Charters 2021-2022

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

This contract was developed to assist LEAs with budgeting and registering personnel for professional development opportunities at ESC Region 11. This all-inclusive package provides all of the exceptional benefits and offerings of our former individual contracts (Administrative Services, Instructional Services, Digital Learning, and RETN) for an incredible cost-savings value with added features.

## Services Included

- Get products and services for special low bulk pricing, no matter the size of your district/charter.
- Enjoy the benefit of virtually no registration fees for most sessions.
- Experience more variety and options of training modes through virtual, hybrid, and face-to-face learning opportunities.
- Save time, money, and the hassle of processing purchase orders for each staff member to attend a single training opportunity.
- Campus administrators will not need to juggle professional development funds to spread them evenly among teachers.
- Business Office can budget PD and digital resources for the year to ease and/or eliminate huge cost fluctuations based on participation.
- Unlimited technical support in all instructional areas.
- Additional products available at no additional charge.

Districts can enjoy an extensive list of conferences, individual training sessions provided at the ESC Region 11 facility, technical support, and products — all at no additional charge. Pay one fee for this contract, and your entire staff can reap the benefits of:

### **Professional Development Offerings**

- 20+ Instructional Conferences
- 50+ Teacher Workshop Sessions
  - Virtual, hybrid, and face-to-face learning opportunities to fit your schedule and needs
  - Basic materials provided
  - Sessions that are materials intensive may require an additional materials fee
  - Some sessions include extensive follow-up opportunities (both virtually and face-to-face)

- 11 Online Compliance Courses
  - ADA Compliance for Online Content
  - Bloodborne Pathogens
  - Bullying Prevention
  - Child Abuse & Maltreatment
  - Copyright
  - Teen Dating Violence & Abuse
  - FERPA (Family Educational Rights & Privacy Act)
  - Internet Safety
  - Section 504
  - Sexual Harassment
  - Suicide Prevention
  - Texas Educator’s Code of Ethics

**Professional Development Content**

- Administrator Professional Development
- Early and Secondary Literacy
- Core Content
- G/T (6 hour & 30 Hour)
- Special Education
- Counselor
- CTE
- Instructional Leaders
- Digital Technology
- Administrative and Support Staff
- Behavior and Classroom Management
- Librarian
- Principal Cluster Meetings
- Charter School Meetings
- And much more!

**Digital Resources**

- Canvas
- Bright Bytes
- TexQuest
- Discovery Education
- Zoom/RETN Videoconferencing/Distance Learning
  - Remote Access to TETN programming (TEA updates)
  - Interactive Virtual Learning
  - Access to High School and Dual-Credit courses
  - Remote and recording access to professional learning sessions at ESC Region 11
  - Access to TETN programming (TEA updates)
  - Interactive Virtual Learning/Virtual Field Trips (Connect2Texas)
  - Allocated Pro Zoom licenses w/discounts on additional accounts
  - Zoom large meeting room discounts
  - Zoom webinar discounts
  - REATA robots
  - Ensemble video management portal
  - Virtual Conference Platform (selection pending)

**Technical Assistance**

- Unlimited Technical Assistance in All Instructional Areas
- Compliance Support and Technical Assistance for All State/Federal Programs
- Counselor Services
- Library Services
- Lesson Planning
- Field Service Agent Support

**Additional Discounts**

- Discounted rates on trainings/coaching provided on-site in districts/charters
- Discounted rates on third-party products and other big-ticket speakers/events
- Discounted rates on New Principal Academy and New Assistant Principal Academy
- Discounted rates on state appraisal trainings such as T-TESS, T-PESS, and AEL

**ESC Region 11 Contact**

Deputy Executive Director of Instruction Services  
(817) 740-3670



# Master Interlocal Agreement

This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees

### PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and  
WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and  
WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and  
NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

### AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. **Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.**

Local Government  
**Fort Worth ISD**  
 Name of Local Government  
**100 N. University**  
 Address of Local Government  
**Jonathan Bey 817-814-2210**  
 Contact Name Phone Number  
**jonathan.bey@fwisd.org**  
 Email Address  
  
 Board President Signature Approval Date  
**2/20/16**  
 County/District # (if applicable)

ESC Region 11  
 1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Attn: Dinna Casper  
  
 ESC Region 11 Executive Director Signature  
**10/12/16**  
 Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       **APPROVE MEMORANDUM OF UNDERSTANDING WITH REGION 11  
TO PROVIDE PROFESSIONAL DEVELOPMENT****

**BACKGROUND:**

Region 11 will provide professional development for schools receiving the Effective Schools Framework Grant (Polytechnic High School, William James Middle School, Carroll Peak Elementary, D. McRae Elementary, S.S. Dillow Elementary, Morningside Elementary, T.A. Sims Elementary, and Van Zandt Guinn Elementary). Additionally, two schools that were not eligible for the grant, are also included in the contract (Briscoe Elementary and Morningside Middle School) to align all Pyramid instructional and professional development efforts. Professional development services include lesson plan alignment and instructional strategies which are aligned to the Fort Worth ISD Instructional Framework. Additionally, Region 11, in partnership with the Polytechnic Pyramid Executive Director, will monitor application and quantitative impact of the ongoing professional development. Region 11 will perform a qualitative and quantitative diagnostic survey to all schools receiving the Effective School Framework and School Improvement Grant.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Region 11 to Provide Professional Development
2. Decline to Approve Memorandum of Understanding with Region 11 to Provide Professional Development
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding with Region 11 to Provide Professional Development

**FUNDING SOURCE:**

***Additional Details***

Special Revenue

211-13-6239-OPD-XXX-24-691-000000-22F41

211-13-6239-OPD-XXX-24-691-000000-22F34

**COST:**

\$59,684

**VENDOR:**

Education Service Center Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

**ESF Awarded Campuses:**

Polytechnic High School	William James Middle School
Carroll Peak Elementary	S. S. Dillow Elementary
Van Zandt-Guinn Elementary	D. McRae Elementary
Morningside Elementary	T. A. Sims Elementary



**School Improvement Campuses**

Dunbar High School	Eastern Hills High School
Polytechnic High School	O. D. Wyatt High School
Wedgwood 6 <sup>th</sup> Grade	William James Middle School
Kirkpatrick Middle School	Monnig Middle School
Van Zandt-Guinn Elementary	

**Polytechnic Pyramid Add- On Campuses**

Briscoe Elementary	Morningside Middle School
--------------------	---------------------------

**RATIONALE:**

The Polytechnic Pyramid and School Improvement Campuses are historically, academically underperforming. The aligned professional development, diagnostic survey, and ongoing monitoring systems will serve to improve the academic trajectory of all aforementioned campuses.

**INFORMATION SOURCE:**

Jerry Moore

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**        **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FORT WORTH FOR SCHOOL RESOURCE OFFICERS FOR THE 2021 – 2022 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth Independent School District (FWISD) and the City of Fort Worth are entering into a Memorandum of Understanding for police officers participating in the School Security Initiative. The annual contract period is from October 1, 2021 through September 30, 2022.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department to provide a safe and secure environment for education. The District will pay 50% of all personnel costs.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with the City of Fort Worth for School Resource Officers for the 2021-2022 School Year
2. Decline to Approve Memorandum of Understanding with the City of Fort Worth for School Resource Officers for the 2021-2022 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

General Fund

199-52-6299-001-999-99-390-000000

**COST:**

Not-to-Exceed - \$4,166,221.57

**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/DEPARTMENTS**

Safety and Security  
All Schools

**RATIONALE:**

FWISD is partnering with the City of Fort Worth to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

**INFORMATION SOURCE:**

Karen Molinar

# **INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

## **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This agreement ("Agreement") is made and entered into between the **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 ("FWISD")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Dr. Kent P. Scribner**, its duly authorized **Superintendent**.

### **RECITALS**

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

### **AGREEMENT DOCUMENTS:**

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule

Exhibits A and B, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A and B and the

terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

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

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

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

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

**1. SCOPE OF SERVICES.**

City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment, in partnership with the District. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “**Exhibit A,**” **Scope of Services**, more specifically describing the services to be provided hereunder.

**2. TERM.**

This Agreement shall commence on October 1, 2021 (“Effective Date”) and shall continue in full force and effect until September 30, 2022, unless terminated earlier in accordance with the provisions of this Agreement.

**3. CONSIDERATION.**

The District shall pay City **\$3,854,416.30** (the “Agreement amount”) in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B.**” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-four (44) police officers** assigned to the District. The Agreement amount also includes the District’s proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount

includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

In connection with the City's annual budget process, following the end of each Fiscal Year, funding shall be subject to a "true up" process in accordance with this paragraph. The City shall compare the actual costs of the prior Fiscal Year's program with the projected/budgeted amount for the current Fiscal Year and calculate any deviation between the two. The City shall notify the District of such deviation on or before the ninetieth (90<sup>th</sup>) day of the new Fiscal year. Any deviation will be reconciled with District by one of the following methods: (1) adjusting the projected/budgeted amounts for the next Fiscal Year's School Resource Officer contract; or (2) if the parties elect not to enter into another contract for the next Fiscal year, a direct payment of funds to the District, if the actual costs of the program were less than the projected costs program; or a direct payment of funds to the City if the actual costs exceed the projected costs of the program. Regardless of such true up process, in no event shall the contract amount exceed \$4,166,221.57.

#### **4. TERMINATION.**

##### **4.1 CCPD Funds**

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely 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. Before terminating this Agreement for the reason stated above, City will provide written notice to District and provide District with 15 days to cure deficiency.

##### **4.2 Convenience.**

Either Party may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

##### **4.3 Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by either the City nor the District in any fiscal period to fund the SRO Program, that Party will notify the other Party of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to that Party of any kind whatsoever.

#### 4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

### 5. **DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1 Disclosure of Conflicts. Both Parties hereby warrant to the other Party that they have made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the Parties hereby agree immediately to make full disclosure to the other Party in writing.

5.2 Confidential Information. The Parties, each for itself and its officers, agents and employees, agree that they shall treat all information provided to it by the other Party as confidential and shall not disclose any such information to a third party without the prior written approval of the other Party.

5.3 Unauthorized Access. The Parties shall store and maintain City and District Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City or District Information in any way. The Parties shall notify the other Party immediately if the security or integrity of any City or District information has been compromised or is believed to have been compromised, in which event, the Party shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System

("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6. RIGHT TO AUDIT.**

Each Party agrees that the other Party shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the Party. Each Party agrees that the other Party shall have access during normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The requesting Party shall give the other Party reasonable advance notice of intended audits.

**Section 6 shall survive the termination or expiration of this Agreement.**

**7. INDEPENDENT CONTRACTOR.**

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

**8. PROPERTY LOSS.**

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

**9. PROVISIONS REGARDING AGE.**

City and District covenant that neither it nor any of its officers, members, agents, employees,



program participants, or subcontractors, while engaged in the performance of 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.

**10. LIABILITY/INDEMNIFICATION----**

“TO THE EXTENT PERMITTED BY LAW, AND WITHOUT THE WAIVER OF ANY IMMUNITY OR DEFENSE, EACH PARTY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF ITS OWN OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

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

**11. NON-DISCRIMINATION COVENANT.**

District, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of District’s duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law.

**Section 11 shall survive the termination or expiration of this Agreement.**

**12. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

**City of Fort Worth**

Attn: Jesus J. Chapa  
Deputy City Manager  
200 Texas Street  
Fort Worth, Texas 76102-6311

**FWISD**

Attn: Dr. Kent P. Scribner  
Superintendent  
100 N. University Drive  
Fort Worth, Texas 76107

With Copy to the City Attorney

With Copy to District’s General Counsel

at same address

at same address

**13. GOVERNMENTAL POWERS/IMMUNITIES.**

It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

**14. NO WAIVER.**

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such 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.

**16. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**17. FORCE MAJEURE.**

City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party's performance, as soon as reasonably possible, as determined in the City's discretion, after the

occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 12 above.

**18. Prohibition on Boycotting Energy Companies**

District acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, District certifies that District’s signature provides written verification to the City that District: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

**19. Prohibition on Discrimination Against Firearm and Ammunition Industries**

District acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, District certifies that District’s signature provides written verification to the City that District: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

**20. HEADINGS NOT CONTROLLING.**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**21. APPROVAL OF AGREEMENT.**

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

**22. REVIEW OF COUNSEL.**

The Parties acknowledge that each Party and its counsel have reviewed and revised 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.

**23. AMENDMENTS.**

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

**24. ENTIRETY OF AGREEMENT.**

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

**25. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**26. BODY WORN CAMERAS.**

City and District agree that any use of body-worn cameras by FWPD officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). City shall use its best efforts to notify the District at least two weeks before its SRO Program officers assigned to the District are to begin use of BWCs, and will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. Every SRO Program officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing

BWCs, the SRO Program Officers shall adhere to the objectives and procedures outlined in this Agreement and the Fort Worth Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. City may , if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer's knowledge of the facts and circumstances of the incident which was videoed. The Parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA. In the event the District determines that such educational record is required to be released to the public or to a parent or a student under FERPA, the District agrees, prior to release of such records, to provide the City advanced written notice sufficient for the City to determine if a protective order or other injunctive relief may be required to protect the confidentiality of the record.

**APPROVED AND AGREED FOR CITY  
OF FORT WORTH**

\_\_\_\_\_  
Jesus J. Chapa  
Deputy City Manager

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Neil Noakes  
Chief of Police

**APPROVED AS TO FORM AND  
LEGALITY FOR CITY OF FORT  
WORTH**

\_\_\_\_\_  
Taylor Paris  
Assistant City Attorney

**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.**

\_\_\_\_\_  
**Raquel Cleveland  
Contract Compliance Specialist**

**ATTEST**

\_\_\_\_\_  
Ronald P. Gonzales  
Acting City Secretary

Date: 9/14/2021

M&C No. 21-0680

Form 1295 Certification No: NOT REQUIRED

**ATTEST  
APPROVED AND AGREED FOR  
FWISD**

\_\_\_\_\_  
Carl Alfred  
Senior Officer - Operations

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

\_\_\_\_\_  
Tobi Jackson  
Board President

**APPROVED AS TO FORM AND  
LEGALITY FOR FWISD**

\_\_\_\_\_  
FWISD General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

1. City, through the commander of the SRO Program, shall assign FWPB officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be forty-four (44) City police officers assigned to the District for the SRO Program. In addition, there shall be a command staff comprised of one: (1) detective; five (5) sergeants; two (2) relief police officers; and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. Additional officers will not be provided to District during the Term of the Agreement. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPB officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts

from the plan necessary for implementation. City's Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives, and other applicable law.
8. City understands and agrees that all School Resource Officers under this Agreement will be required to attend District sponsored Racial Equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule and curriculum acceptable to both Parties.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]**



## **EXHIBIT B**

### **PAYMENT SCHEDULE**

District will remit 11 payments at \$321,201.40 per month within 30 days of receipt of an invoice from the City and the final payment of \$321,200.90. The failure of District to pay an invoice within 30 days of receipt will be considered a breach of this Agreement.

	\$321,201.40 x 11 =	\$3,533,215.40
Final Payment	\$	321,200.90
<b>Total Payments</b>		<b>\$3,854,416.30</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:       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**

**BACKGROUND:**

The purpose of this Memorandum of Understanding is to provide college-level course work in content areas that leads to credentialing of current Fort Worth Independent School District (FWISD) high school teachers making them eligible to become dual credit teachers. With the increased number of students enrolling in Dual Credit, student access can be improved by developing “embedded” dual credit instructors. This partnership will increase dual credit opportunities offered by Tarrant County College in FWISD schools by FWISD teachers. The advantage for student support and achievement also includes having access to their college instructors during the school day on their campus for additional academic support.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. 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
- 2. Decline to 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
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

ESSER Fund                                      282-13-6221-001-XXX-24-950-0000416-22F32

**COST:**

Not-to-Exceed - \$584,010

**VENDOR:**

Texas Christian University

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

Academics Division  
Office of Innovation

**RATIONALE:**

Approval of this Memorandum of Understanding with Texas Christian University will allow FWISD teachers the opportunity to teach dual credit and allow the District to offer more Dual Credit opportunities by offering dual credit courses on our FWISD campuses.

**INFORMATION SOURCE:**

David Saenz

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TEXAS CHRISTIAN UNIVERSITY (TCU)  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD)  
MASTER OF LIBERAL ARTS PROGRAM FOR TEACHERS

This Memorandum of Understanding (MOU) is between and Texas Christian University (TCU) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (FWISD) and is to provide credentials for Dual Credit teachers from FWISD to teach college-level courses in the liberal arts program.

**I. Purpose**

The purpose of this MOU is to provide college-level course work in content areas that leads to credentialing of high school dual credit teachers.

The MLA Program for Teachers serves high school teachers in the liberal arts who seek substantive expertise and master's degree credentials to support dual credit course offerings. Currently, this track of the MLA program offers high school teachers in high needs areas, such as English, the opportunity to complete course work for an 18-hour certificate and/or a 30-hour master's degree in liberal arts from TCU that enable them to offer dual-credit courses in English.

The MLA Program for Teachers is a cohort-based program that begins in Spring 2022, with new cohorts starting each subsequent fall. Each cohort completes 1-2 specially-designated English courses offered only to cohort members each semester. All courses for this track are offered online. Members of the cohorts proceed through the program together, completing the certificate as quickly as one year with use of a summer term, and the full master's degree in two years.

**II. Agreement**

- a. TCU agrees to:
  - 1. Discount the graduate student tuition rate for students in the MLA Program for Teachers to \$721 per credit hour.
  - 2. Provide graduate courses in English (and other subject areas as needed) specifically for teachers in the MLA Program for Teachers.
- b. FWISD agrees to:
  - 1. Pay for the \$60 application fee for each student in the cohort;
  - 2. Identify qualified students for admission; and
  - 3. Pay the discounted tuition rate for the participating students for up to 18 hours per qualified student, in an amount not to exceed \$12,978 per qualified student.

**III. Tuition Discount**

The TCU discounted graduate student tuition rate for students in the MLA Program for Teachers will be \$721 per credit hour. FWISD plans to identify 3 cohorts, each comprised of 12-15 students. FWISD will pay the discounted tuition rate for participating students to complete the 18-hour certificate. FWISD will only pay up to 18 hours per qualified student, in an amount not to exceed \$12,978 per qualified student. If a student needs to retake a class, for any reason in order to

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TEXAS CHRISTIAN UNIVERSITY (TCU)  
AND

**FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD)  
MASTER OF LIBERAL ARTS PROGRAM FOR TEACHERS**

complete the certificate, any additional costs, if any, will need to be paid by that student. If any student wants to complete the Master's degree, the student will need to pay for the remaining 12 hours on their own. The out of pocket expense for a student to complete their Master's degree will be \$8,652.

**IV. Teacher Application Process**

- a. FWISD:
  - 1. FWISD will identify applicants that they will sponsor during each cohort year. In order for that applicant to be eligible, the applicant must also be admitted by TCU into the MLA program for dual credit teachers.
- b. TCU:
  - 1. Participating students will follow normal procedures to apply for graduate programs at TCU and the Master of Liberal Arts program. For information on how to apply to the MLA graduate program, visit: <https://www.applyweb.com/tcug/index.ftl>

**V. Term and Termination**

The term of this MOU will begin upon execution by both parties and terminate on December 31, 2024. This MOU covers up to three (3) cohorts comprised of 12-15 students, each. These cohorts will enroll in Spring 2022, Fall 2022, and Fall 2023, respectively.

The parties to this MOU may agree in writing to renew this MOU for one additional cohort, thereby extending this MOU for an additional year.

Recruitment of FWISD teachers into program will begin in the Fall of 2021 for admission into the subsequent admission cycle.

This MOU may be terminated without cause by FWISD or TCU with written notice. Upon termination of this MOU, TCU and FWISD agree that the terms of this MOU shall continue for any student admitted into TCU under this MOU or in the application process at the time of such termination until the completion of his/her enrollment in Program or the completion of the application process, whichever occurs last.

**VI. Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TEXAS CHRISTIAN UNIVERSITY (TCU)  
AND

FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD)  
MASTER OF LIBERAL ARTS PROGRAM FOR TEACHERS

**VII. Applicable Law**

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the MOU and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the MOU shall be due and payable in Tarrant County, Texas.

**VIII. Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

**IX. Amendments**

Modifications to the MOU shall only be made by written amendment and executed by both parties. Fully executed amendments will then become part of the MOU agreement.

**X. Termination**

This MOU will automatically terminate at the end of the agreement on July 31, 2022, as noted above.

**XI. Acceptance**

By their signature below, the authorized representatives of Texas Christian University and Fort Worth Independent School District accept the terms as outlined above.

9-10-21  
Date

Megan Soyer / Megan Soyer  
Megan Soyer, Associate Provost  
Texas Christian University (Sign/Print)

*DS*  
*LC*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Castillo, Executive Director of Choice and Collegiate Programming  
Representative Fort Worth Independent School District

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

Signed: \_\_\_\_\_  
Tobi Jackson, Board President

205  
Approved as to Form: Alexander Athanason  
Alexander Athanason  
FWISD Legal Counsel

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:        **APPROVE MEMORANDUM OF AGREEMENT WITH TARRANT COUNTY JUVENILE SERVICES TO OPERATE THE LYNN W. ROSS JUVENILE DETENTION CENTER****

**BACKGROUND:**

Fort Worth ISD is a recipient of Title I, Part D funds to provide educational support to neglected or delinquent children and youth in local and state institutions. The grant program requires a Memorandum of Agreement (MOA) with the correctional facility Lynn W. Ross Juvenile Detention Center for the 2021-2022 academic school year. The agreement outlines the statute for the programs and services to be provided to the students with Title I, Part D funds, including services to coordinate with the home school, tutoring (one on one, small groups, and technology), parental support training, training, and licensing to support the incorporation of the students to the workforce, and supplies and materials to support the purposes of the program. Those purposes are: (1) to improve educational services in local and State institutions for neglected or delinquent children and youth to create opportunity for them to meet the same challenging State academic content and State student achievement standards that all children in the State are expected to meet; (2) provide these children with services to enable them to transition successfully from institutionalization to further schooling or employment; and (3) prevent at-risk youth from dropping out of school as well as to provide a support system to ensure their continued education.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Agreement with Tarrant County Juvenile Services to Operate the Lynn W. Ross Juvenile Detention Center
2. Decline to Approve Memorandum of Agreement with Tarrant County Juvenile Services to Operate the Lynn W. Ross Juvenile Detention Center
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

Special Revenue

211-XX-XXXX-04H-024-24-508-000000-22F50

**COST:**

\$53,100

**VENDOR:**

Lynn W. Ross Juvenile Detention 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:**

Student Discipline and Placement

**RATIONALE:**

Board approval for the Superintendent to sign the attached MOA with Lynn W. Ross Juvenile Detention Center is needed to meet Title I, Part D program requirements for the 2021-2022 school year and continue servicing students that need educational support at this facility.

**INFORMATION SOURCE:**

Cherie Washington



## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and **Tarrant County Juvenile Services at Lynn. W. Ross Juvenile Detention Center, 2701 Kimbo Road, Fort Worth, Texas, 76111**, a non-profit organization whose principal place of business is located within Tarrant County, Texas, (hereinafter the “Facility”). The District and Facility may be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, this Memorandum of Agreement (“Agreement”) between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency (“TEA”), in the 2021-2022 school year Standard Application System (“SAS”), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act (“ESEA”) Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### TERMS AND CONDITIONS:

#### I. **Term**

The term of this Agreement (the “Term”) is from October 1, 2021, through June 30, 2022, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

#### II. **Description of Professional Services**

Facility’s Scope of Services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and employment;

- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3) are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) have a high absenteeism rate at school;
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
- Provide programs providing mentoring and peer mediation.

### **III. Implementation of Services**

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce

- Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**IV. Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

**V. Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**VI. Non-Discrimination**

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

**VII. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

**VIII. Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

**IX. Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**X. Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility                    *Jesus L. Reyes*  
   *Deputy Assistant Director*  
   *Lynn. W. Ross Juvenile Detention Center*  
   *2701 Kimbo Road*  
   *Fort Worth, Texas, 76111*

As to the District:            Dr. Kent P. Scribner  
   Superintendent  
   Fort Worth Independent School District  
   100 North University Drive  
   Fort Worth, TX 76107

With a copy to:                Mirgitt Crespo  
   Grants Senior Officer  
   Federal Programs  
   Fort Worth Independent School District  
   100 North University Drive, SW205  
   Fort Worth, Texas 76107.

**XI. Modification**

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

**XII. Signature**

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date first written above.

**Fort Worth Independent School District**

AA  
9/17/21

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

Date: \_\_\_\_\_

**Lynn. W Ross Juvenile Detention Center**

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

 9-27-21

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:        **APPROVE MEMORANDUM OF AGREEMENT WITH MY HEALTH MY RESOURCES (MHMR) OF TARRANT COUNTY – TARRANT YOUTH RECOVERY CAMPUS****

**BACKGROUND:**

Fort Worth ISD is a recipient of Title I, Part D funds to provide educational support to neglected or delinquent children and youth in local and state institutions. The grant program requires a Memorandum of Agreement (MOA) with the correctional facility My Health My Resources (MHMR) of Tarrant County - Tarrant County Youth Recovery Campus for the 2021-2022 school academic year. The agreement outlines the statute for the programs and services to be provided to the students with Title I, Part D funds, including services to coordinate with the home school, tutoring (one on one, small groups, and technology); parental support training, training and licensing to support the incorporation of the students to the workforce, and supplies and materials to support the purposes of the program. Those purposes are: (1) to improve educational services in local and State institutions for neglected or delinquent children and youth to create opportunity for them to meet the same challenging State academic content and State student achievement standards that all children in the State are expected to meet; (2) provide these children with services to enable them to transition successfully from institutionalization to further schooling or employment; and (3) prevent at-risk youth from dropping out of school as well as to provide a support system to ensure their continued education.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Agreement with My Health My Resources (MHMR) of Tarrant County – Tarrant Youth Recovery Campus
2. Decline to Approve Memorandum of Agreement with My Health My Resources (MHMR) of Tarrant County – Tarrant Youth Recovery Campus
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**            *Additional Details*

Special Revenue                                211-XX-XXXX-04H-242-24-508-000000-22F50

**COST:**

\$4,500

**VENDOR:**

My Health My Resources (MHMR) of Tarrant County

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

Student Discipline and Placement

**RATIONALE:**

Board approval for the Superintendent to sign the attached Memorandum of Agreement with MHMR of Tarrant County - Tarrant County Youth Recovery Campus is needed to meet Title I, Part D program requirements for the 2021-2022 school year and continue servicing students that need educational support at this facility.

**INFORMATION SOURCE:**

Cherie Washington

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and **MHMR of Tarrant County, Tarrant County Youth Recovery Campus at 1527 Hemphill, Fort Worth, Texas 76104**, a non-profit organization whose principal place of business is located within Tarrant County, Texas, (hereinafter the “Facility”). The District and Facility may be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, this Memorandum of Agreement (“Agreement”) between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency (“TEA”), in the 2021-2022 school year Standard Application System (“SAS”), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act (“ESEA”) Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### TERMS AND CONDITIONS:

#### I. Term

The term of this Agreement (the “Term”) is from October 1, 2021, through June 30, 2022, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

#### II. Description of Professional Services

Facility’s Scope of Services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and employment;



- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3) are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) have a high absenteeism rate at school;
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
- Provide programs providing mentoring and peer mediation.

### **III. Implementation of Services**

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce

- Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**IV. Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

**V. Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**VI. Non-Discrimination**

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

**VII. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

**VIII. Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

**IX. Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**X. Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility                    *Kevin McClean*  
    *Director of Contracts Management*  
    *Tarrant County Youth Recovery Campus*  
    *1527 Hemphill*  
    *Fort Worth, TX 76104*

As to the District:            Dr. Kent P. Scribner  
    Superintendent  
    Fort Worth Independent School District  
    100 North University Drive  
    Fort Worth, TX 76107

With a copy to:                Mirgitt Crespo  
    Grants Senior Officer  
    Federal Programs  
    Fort Worth Independent School District  
    100 North University Drive, SW205  
    Fort Worth, Texas 76107.

**XI. Modification**

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

**XII. Signature**

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date first written above.

**Fort Worth Independent School District**

AA  
9/17/21

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

Date: \_\_\_\_\_

**MHMR of Tarrant County, Tarrant County Youth Recovery  
Campus**

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

 6.27.21

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:        **APPROVE MEMORANDUM OF AGREEMENT WITH THE TEXAS JUVENILE JUSTICE DEPARTMENT – WILLOUGHBY HOUSE****

**BACKGROUND:**

Fort Worth ISD is a recipient of Title I, Part D funds to provide educational support to neglected or delinquent children and youth in local and state institutions. The grant program requires a Memorandum of Agreement with the correctional facility Willoughby House (Texas Juvenile Justice Department) for the 2021-2022 academic school year. The agreement outlines the statute for the programs and services to be provided to the students with Title I, Part D funds, including services to coordinate with the home school, tutoring (one on one, small groups, and technology); parental support training, training, and licensing to support the incorporation of the students to the workforce, and supplies and materials to support the purposes of the program. Those purposes are: (1) to improve educational services in local and State institutions for neglected or delinquent children and youth to create opportunity for them to meet the same challenging State academic content and State student achievement standards that all children in the State are expected to meet; (2) provide these children with services to enable them to transition successfully from institutionalization to further schooling or employment; and (3) prevent at-risk youth from dropping out of school as well as to provide a support system to ensure their continued education.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Agreement with the Texas Juvenile Justice Department – Willoughby House
2. Decline to Approve Memorandum of Agreement with the Texas Juvenile Justice Department – Willoughby House
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Agreement with the Texas Juvenile Justice Department – Willoughby House

**FUNDING SOURCE:        *Additional Details***

Special Revenue                       211-XX-XXXX-04H-066-24-508-000000-22F50

**COST:**

\$2,700

**VENDOR:**

Texas Juvenile Justice Department

**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:**

Student Discipline and Placement

**RATIONALE:**

Board approval for the Superintendent to sign the attached Memorandum of Agreement with Willoughby House is needed to meet Title I, Part D program requirements for the 2021-2022 school year and continue servicing students that need educational support at this facility.

**INFORMATION SOURCE:**

Cherie Washington

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and **the Texas Juvenile Justice Department (also referred to “TJJD” at 11209 Metric Bldg. A. Austin, Texas 78758**, a state agency whose principal place of business is located in Travis County, Texas for **Willoughby House at 8100 West Elizabeth Lane, Fort Worth, Texas 76116** within Tarrant County, Texas, (hereinafter the “Facility”). The District and Facility may be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, this Memorandum of Agreement (“Agreement”) between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency (“TEA”), in the 2021-2022 school year Standard Application System (“SAS”), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act (“ESEA”) Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### TERMS AND CONDITIONS:

#### I. Term

The term of this Agreement (the “Term”) is from October 1, 2021, through June 30, 2022, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

#### II. Description of Professional Services

Facility’s Scope of Services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional

- program in an institution to further education and employment;
- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3) are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) have a high absenteeism rate at school;
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
- Provide programs providing mentoring and peer mediation.

### **III. Implementation of Services**

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to



participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;

- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

#### **IV. Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

#### **V. Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **VI. Non-Discrimination**

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

#### **VII. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

#### **VIII. Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

#### **IX. Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement.

Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**X. Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility                    *Marilyn Harris*  
    *Education Specialist, Federally Funded Programs*  
    *The Texas Juvenile Justice Department (also referred to "TJJD")*  
    *11209 Metric Bldg. H. Suite A*  
    *Austin, Texas 78758*

As to the District:            Dr. Kent P. Scribner  
    Superintendent  
    Fort Worth Independent School District  
    100 North University Drive  
    Fort Worth, TX 76107

With a copy to:                Mirgitt Crespo  
    Grants Senior Officer  
    Federal Programs  
    Fort Worth Independent School District  
    100 North University Drive, SW205  
    Fort Worth, Texas 76107.

**XI. Modification**

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

**XII. Signature**

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date first written above.

**Fort Worth Independent School District**

AA  
9/12/21


\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

Date: \_\_\_\_\_

**The Texas Juvenile Justice Department (also referred to  
"TJJD")**

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

 8.27.21

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:            **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE  
DALLAS HOLOCAUST AND HUMAN RIGHTS MUSEUM****

**BACKGROUND:**

Fort Worth ISD (FWISD) and the Dallas Holocaust and Human Rights Museum (DHHRM) have partnered to provide educational opportunities for teachers, students, and families each of the last three (3) school years. During the 2018-2019 school year, all district sixth (6<sup>th</sup>) graders participated in a DHHRM sponsored by the City-Wide Read and Performance program and another 2,000 FWISD students visited the museum. During the 2019-2020 school year, the partnership allowed for, at no cost to FWISD, approximately 3,500 secondary grade level students, teachers, and chaperones to visit DHHRM's newly constructed state-of-the-art building in downtown Dallas. Over 1,600 had visited as the District transitioned to remote learning in March 2020. With the ongoing safety measures implemented during the 2020-2021 school year, the partnership pivoted to live video conferencing with a total of 687 students participating in the virtual museum experience.

The partnership proposed for the 2021-2022 school year creates an opportunity for, at a minimum, 3,000 K-12 FWISD students, teachers, and parents to experience the museum's permanent collection via virtual or in-person field trips. Appendices I and II of the Memorandum of Understanding (MOU) further describes the virtual field trip programs. The exhibitions and programs were designed by the Texas Education Agency (TEA) certified Museum Educators. Their Texas Essential Knowledge and Skills (TEKS) are aligned, interdisciplinary, and supportive of social emotional learning. Additional programming and standards alignment information is also available in appendices I and II.

The MOU designates specific days and times that can be reserved by FWISD teachers/campuses and establishes parameters for planning and logistics. A summary of responsibilities under the partnership:

The museum agrees to donate the following:

- a. 3,000 admissions for students and accompanying teachers from the District to visit the museum in-person or virtual pre-approved field trips.
- b. School bus transportation reimbursements for transportation to and from the museum after the pre-approved in-person field trips only.
- c. Logistical support for teachers before and during the pre-approved field trips.
- d. Curriculum-aligned lesson planning supported by the Museum's education team for the District's staff in preparation for the pre-approved field trips.
- e. Outreach support to the District's teachers to encourage them to register for the pre-approved field trips

The District agrees to facilitate logistical support including the following:

- a. The Social Studies Department serves as the District point of contact and area responsible for coordinating support activities;
  - i. Outreach support to teachers to register for field trips to the Museum

Per figures stated in the MOU, the museum places a total estimated monetary value of \$18,000 on the virtual tours and education programs.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
- 2. Decline to Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
- 3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a Purchase

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Teaching and Learning  
Available to K-12 Campuses District-Wide

### **RATIONALE:**

Approval of this MOU will create opportunity for, at minimum, 3,000 FWISD students, teachers, and parents to experience the Dallas Holocaust and Human Rights Museum at no cost this year. Field trip programming is TEKS aligned, interdisciplinary, and responsive to social emotional learning needs of students. The content delves into events crucial to understanding human history and the role individuals have to recognize and stand up against injustice.

### **INFORMATION SOURCE:**

Jerry Moore  
Marcey Sorensen

## **FORT WORTH ISD PARTNERSHIP MEMORANDUM OF UNDERSTANDING**

### **I. PARTIES**

The parties to this Agreement are the Dallas Holocaust and Human Rights Museum, a Texas nonprofit corporation, hereinafter referred to as the "Museum," 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 the "ISD".

### **II. PURPOSE**

This Agreement is to outline the terms and conditions for the partnership between the Museum and ISD to have ISD students participate in virtual field trips and education programs provided by the Museum during the 2021-2022 ISD academic year.

### **III. SERVICES TO BE PROVIDED**

The Museum agrees to donate the following pre-approved fieldtrips and services to the ISD:

3,000 admissions for students and accompanying teachers from the ISD to visit the Museum on in-person or virtual pre-approved field trips (extended description and requirements for the field trips are below).

School bus transportation reimbursements for transportation to and from the Museum after the pre-approved in-person field trips only.

Logistical support for teachers before and during the pre-approved field trips.

Curriculum-aligned lesson planning support by the Museum's education team for the ISD's staff in preparation for the pre-approved field trips.

Outreach support to the ISD's teachers to encourage them to register for the pre-approved fieldtrips.

The ISD agrees to provide the following logistical support to facilitate the virtual field trips and education programs by the Museum:

Designate Joseph Niedziela, Executive Director of Social Studies, as the contact person for the ISD to communicate with the contact person for the Museum, Adilene Hernandez, the Museum's Education Coordinator.

Create a registration form for the ISD's teachers to register for the in-person field trips, virtual field trips, virtual education program or on campus education program, and provide logistical support for all necessary registration.

Pre-approve the field trips and education programs for clearance with the ISD's leadership and principals.

Provide outreach support to the ISD's teachers to register for the pre-approved field trips and education programs.

Provide ISD's teachers with logistical support for the reservation of bus transportation to the Museum for in-person field trips.

Invoice the Museum on a monthly basis for school bus transportation reimbursement after the in-person field trips have occurred.

The ISD teachers will have the choice of the following educational experiences:

a 1-hour virtual or on campus education program (see Appendix I for descriptions) led by a Museum Educator,

a 1-hour virtual field trip of one of the Museum's three permanent exhibition wings (see appendix II for descriptions),

or a minimum 2-hour in-person field trip to the Museum that includes a tour of the permanent exhibition.

The ISD will adhere to the following requirements for virtual or on campus education programs:

The ISD education program dates are only available on 9/23/2021, 9/24/2021, 9/27/2021, 9/28/2021, 9/29/21, 9/30/2021, 10/5/2021, 10/6/2021, 10/13/2021, 10/15/2021, 10/19/2021, 11/3/2021, 11/4/2021, 11/16/2021, 11/17/2021, 11/29/2021, 11/30/2021, 1/6/2022, 1/10/2022, 1/31/2022, 2/14/2022, 2/15/2022, 5/16/2022, and 5/17/2022.

Virtual education program start times will be between 8:30 a.m. and 3:30 p.m.

On campus education program start times will be between 9:30 a.m. and 2:00 pm. On campus education programs are only available based on Museum Educator availability.

Education programs are offered for participants in grades kindergarten to 5. All education programs grade-aligned and participants must be in the grades designated by the Museum (see Appendix I) for the education program.

There is a required minimum of 25 participants per education program. For virtual programs, this can be on one connection as a group or individual connections.

There is a maximum capacity of 90 individual connections for virtual education programs. If more than 90 participants want to join a virtual education program, the lead teacher for the participating ISD school must assign group connections (multiple participants sharing one connection).

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of participants, grade level, program selection, and the contact information for the lead teacher at least 4 weeks before the pre-approved program date.



The ISD lead teacher for each school group needs to review, sign, and return the Museum's reservation agreement at least 2 weeks before the pre-approved tour date.

The Museum will use Zoom video conferencing to stream virtual education programs. The lead teacher for the ISD school will receive the link 48 hours before the virtual education program start time to share with participants. This link is private and cannot be shared beyond the ISD participants. The lead teacher for the ISD school will be required to submit a roster of participants at least 24 hours before the virtual education program.

The Museum will need access to the program location at the ISD school 15 minutes prior to an on campus education program for set up and preparation of the program.

The ISD contact person, Joseph Niedziela, is required to cancel any education program at least 3 weeks before the education program date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule education programs on the pre-approved program dates. The Museum has the option to award the ISD additional program dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change a virtual education program when a school group connects late to the virtual field trip.

The Museum is not responsible for delays in arrival for on campus programs due to traffic or weather. The Museum reserves the right to cancel or change an on campus education program if a Museum Educator arrives late at the ISD school due to traffic or weather.

The ISD will adhere to the following requirements for the virtual field trips:

The ISD virtual field trip tour dates are only available on 10/1/2021, 10/4/2021, 10/7/2021, 10/14/2021, 10/15/2021, 10/21/2021, 10/22/2021, 11/9/2021, 11/10/2021, 11/11/2021, 12/13/2021, 12/14/2021, 1/7/2022, 1/11/2022, 2/17/2022, 2/18/2022, 2/28/2022, 3/1/2022, 3/3/2022, 3/4/2022, 3/10/2022, 3/21/2022, and 4/11/2022.

Virtual field trip start times must be between 8:30 a.m. and 2 p.m. (Central Time).

Virtual field trip participants must be in 5<sup>th</sup> grade or above.

There is a required minimum of 25 participants (students and teachers) per virtual field trip. This can be on one connection as a group or individual connections.

There is a maximum capacity of 90 individual connections per virtual field trip. If more than 90 participants want to join a virtual field trip, the lead teacher for the participating ISD school must assign group connections (multiple participants sharing one connection).

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of participants, requested start times, wing selection, and the contact information for the lead teacher at least 4 weeks before the pre-approved tour date.

The ISD lead teacher for each school group needs to review, sign, and return the Museum's reservation agreement at least 2 weeks before the pre-approved tour date.

The Museum will use Zoom video conferencing to stream the virtual field trip. The lead teacher for the ISD school will receive the link 48 hours before the virtual field trip start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The lead teacher for the ISD school will be required to submit a roster of participants at least 24 hours before the virtual field trip.

The ISD contact person, Joseph Niedziela, is required to cancel any virtual field trips at least 2 weeks before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule virtual field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience when a school group connects late to the virtual field trip.

The ISD will adhere to the following requirements for the in-person field trips:

The ISD in-person field trip tour dates are only available on 10/1/2021, 10/4/2021, 10/7/2021, 10/14/2021, 10/15/2021, 10/21/2021, 10/22/2021, 11/9/2021, 11/10/2021, 11/11/2021, 12/13/2021, 12/14/2021, 1/7/2022, 1/11/2022, 2/17/2022, 2/18/2022, 2/28/2022, 3/1/2022, 3/3/2022, 3/4/2022, 3/10/2022, 3/21/2022, and 4/11/2022.

In-person field trip start time is 11:00 a.m. The Museum recommends ISD school groups arrive by 10:45 a.m. for unloading. ISD schools will depart the Museum no later than 1:50 p.m.

In-person field trip participants must be in 6<sup>th</sup> grade or above.

The ISD can bring up to 120 students and accompanying adults per tour date.

The ISD is required to provide 1 adult chaperone for every 10 students.

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of students and chaperones, and the contact information for the lead teacher at least 4 weeks before the pre-approved tour date.

The ISD lead teacher for each school group needs to review, sign, and return the Museum's reservation agreement at least 2 weeks before the pre-approved tour date.

The lead teacher for the ISD school will be required to submit a roster of ISD students and chaperones participating in the in-person field trip upon arrival at the Museum.

The ISD contact person, Joseph Niedziela, is required to cancel any in-person trips at least 3 weeks before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule in-person field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group.

The Museum gives permission to the ISD for ISD students and staff to consume lunch on its property in designated locations only. The ISD coordinator needs to confirm with the Museum coordinator that the school will consume lunch on Museum property at least 4 weeks prior to the pre-approved tour date.

The ISD can purchase student lunches through the provided catering service, Food Glorious Food, at least 10 business days prior to the pre-approved tour date or bring brown bag lunches for the ISD's students.

#### IV. AMOUNT OF THE AGREEMENT AND PAYMENT

In exchange for providing the above services, the Museum agrees to pay the admission costs ("the Admission Fee") for up to 3,000 ISD visitors. The Admission Fee has a value of up to \$18,000.00.

In addition to the Admission Fee, the Museum will reimburse the ISD for school bus transportation cost to/from the Museum for in-person field trips. The ISD is required to invoice the Museum after the field trip tour date for the school bus transportation cost, which shall not exceed \$12,000.00. The Museum will reimburse the ISD by credit card or check within 30 days after receiving the invoice.

The Museum will not provide a transportation reimbursement for virtual field trips or virtual education programs.

#### V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the ISD is an independent contractor and not an employee of the Museum. Employment related deductions such as withholding taxes and/or Social Security taxes shall not be withheld and are the responsibility of the ISD. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Museum and ISD for any purpose whatsoever.

#### VI. TERMINATION

The Museum reserves the right, in its sole discretion, to terminate the Agreement and cancel the engagement upon a ninety (90) calendar day written notice by the Museum to the ISD, and upon such

termination the Museum shall have no further obligation or liability to ISD. If the Museum provides notice of termination less than ninety (90) calendar days prior to the scheduled date of the engagement, the Museum shall pay to the ISD the Admission Fee set forth in Article IV.

The ISD may terminate this Agreement by giving a ninety (90) calendar day written notice to the Museum.

## **VII. FORCE MAJEURE**

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergencies, beyond the reasonable control of Museum and ISD, making it illegal or impossible to fulfill the terms and conditions of this Agreement, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other and neither party will have any liability or further obligations under this Agreement to the other party.

## **VIII. INSURANCE**

The ISD and the Museum, each, agree to carry, and upon demand, provide evidence of a sufficient amount of insurance to provide coverage for any third-party liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

## **IX. LIMITATION OF LIABILITY/WAIVER**

**THE MUSEUM SHALL NOT BE LIABLE TO ISD FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, INCURRED BY ISD, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF MUSEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MUSEUM SHALL NOT INDEMNIFY NOR GUARANTEE ANY OBLIGATION OF ISD FOR THE BENEFIT OF ANY THIRD PARTY.**

**THE ISD HEREBY WAIVES AND RELEASES THE MUSEUM, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND BOARD MEMBERS FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ("CLAIMS") ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUSEUM.**

## **X. GOVERNING LAW/VENUE**

This Agreement shall be governed by and in accordance with the laws of the State of Texas. The venue of any suit or legal proceeding brought for any breach of this Agreement shall be in any court of competent jurisdiction in Tarrant County, Texas.

## **XI. ASSIGNMENTS**

The ISD may not assign this Agreement, in whole or part, and may not assign any right or duty required under it.

## **XII. SEVERABILITY CLAUSE**

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

## **XII. DISPUTE RESOLUTION**

Should a dispute arise out of the Agreement, the Museum and the ISD will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be selected by the Museum and ISD within fifteen (15) calendar days after receipt of written notice by one of them demanding mediation under this section. The ISD and Museum shall equally split the costs of the mediation unless the Museum, in its sole good faith discretion, approves its payment of a greater share of such costs. By mutual agreement, the Museum and the ISD may elect to participate in a non-binding form of dispute resolution other than mediation. The Museum's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement. The ISD's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement.

## **XIV. CONTACT PERSONS**

The individuals named below shall be the contact persons for the Museum and the ISD, respectively. All calls, correspondence, or other contacts necessary for the execution of this Agreement shall be directed to the persons named below unless the party is specifically directed otherwise.

### **Museum**

Charlotte Decoster  
Ackerman Family Director of Education

Dallas Holocaust and Human Rights Museum  
[cdecoster@dhhrm.org](mailto:cdecoster@dhhrm.org)

### **ISD**

Joseph Niedziela  
Executive Director of K-12 Social Studies  
and Curriculum Supports

Fort Worth ISD  
[joseph.niedziela@fwisd.org](mailto:joseph.niedziela@fwisd.org)

**XVI. AMENDMENTS**

This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by both parties to the Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**XVII. CERTIFICATIONS**

The terms of this Agreement are accepted by the parties to the Agreement. Persons signing are expressly authorized to obligate the parties to the terms of this Agreement.

Museum  
CEO/PRESIDENT  
Mary Pat Higgins

ISD

*Mary Pat Higgins*

\_\_\_\_\_

AA  
9/11/2021

*8/26/21*  
\_\_\_\_\_

Date

\_\_\_\_\_

Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE MEMORANDUM OF UNDERSTANDING WITH U.S. PREP TO EXPAND THE DEVELOPMENT AND IMPLEMENTATION OF TEACHER PIPELINE PROGRAMS WITH LOCAL UNIVERSITY BASED PROGRAMS**

**BACKGROUND:**

Teacher preparation residencies, where candidates spend a full-year of student teaching, under the guidance of a highly effective mentor teacher, provide extended time for future teachers to learn how to teach before they are responsible for their own classrooms. Research has found that residency pathways are some of the most effective ways to prepare new teachers who are diverse and well-prepared; yet, a full-year unpaid clinical experience is not accessible to most candidates. To address this, philanthropic organizations and federal grants have been leveraged to support resident scholarships; however, these financial supports are difficult to sustain and only provide access to a small percentage of resident teacher candidates.

Educator Preparation Programs (EPPs) in the U.S. PREP Coalition are in the process of scaling and sustaining residency pathways for all future teacher candidates that they prepare (collectively over 20,000 new teachers each year). These programs have not allowed the challenges to become barriers. Instead, these educator preparation programs are working closely with their school district partners to design new ways to staff PK-12 schools by redesigning school budget models to include resident stipends. U.S. PREP provides technical assistance and professional learning to help districts, schools, and educator preparation programs in restructuring school staffing models to include paid teacher resident positions, ensuring the most effective and, in turn, most retained teachers are prepared and hired in the most economically disadvantaged schools.

During the 2020-2021 school year, Fort Worth ISD (FWISD) received financial support from the Gates Foundation, through Fort Worth Education Partners, to support the creation of systems to onboard Tarleton State University teacher residents. During the design, it was decided that this would also be a paid experience where the teacher residents would be paid \$20,000 to serve in our classrooms. Forty-three (43) teacher residents will be serving in our classrooms during the 2021-2022 school year.

The Gates Foundation, through Fort Worth Education Partners, has continued funding for the next two (2) years. U.S. Prep will now also work directly with FWISD to continue to build the Fort Worth ISD Teacher Fellowship Program. The next phase of this program is to create pipelines for our current employees that may want to earn their degree or certification to become a teacher for FWISD.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student & Customer-Centered

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with U.S. Prep to Expand the Development and Implementation of Teacher Pipeline Programs with Local Universities Based Programs
2. Decline to Approve Memorandum of Understanding with U.S. Prep to Expand the Development and Implementation of Teacher Pipeline Programs with Local Universities Based Programs
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

U.S. Prep

**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/DEPARTMENTS:**

Human Capital Management  
Office of Innovation



**RATIONALE:**

This partnership will allow FWISD to continue working with US Prep, Tarleton State University, and Texas Tech University to build out a robust and sustainable teacher pipeline that will meet the needs of our students.

**INFORMATION SOURCE:**

David Saenz  
Raúl Peña



## **Memorandum Of Understanding between US PREP National Center and the Fort Worth Independent School District for Strategic Staffing with Residents**

This memorandum of understanding (“MOU”) is made and entered into as of the date of execution, by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“School District”) and Texas Tech University, on behalf of the US PREP National Center, a public institution of higher education in the State of Texas, with its principal office located in Lubbock, Texas and referred to as (“US PREP”). School District and US PREP may be collectively referred to as the “Parties” or individually as a “Party.”

This MOU outlines commitments by School District to create paid, yearlong teacher candidate residencies through the implementation of strategic staffing design. The document provides a brief background on US PREP’s Strategic Staffing initiative and the terms of this MOU.

### **I. Project Overview: Primary Outcomes and Results to be Achieved**

This project will establish sustainably paid, year-long teacher residencies which means residents receive compensation from sustainable district sources. With external funding, US PREP will provide School District and Tarleton State University (TSU) technical assistance to establish strategic staffing models with teacher residents in co-identified schools. US PREP will work closely with School District and TSU to set shared goals for district paid resident placements in mutually beneficial staffing model positions. Success will be measured through the placement of paid residents using sustainable funding sources, the rate at which teacher residents are initially hired to teach in the district, the rate at which residents remain in the district over time, the increase in racially diverse candidates, and resident graduates’ effectiveness as teachers as measured by their impact on student achievement and principal evaluations.

Through a shared governance structure, US PREP will work alongside School District and TSU to develop internal capacity to continue the strategic staffing models without the support of US PREP. This project is therefore a one-time investment to establish a structure for strategic staffing with residents.

### **II. Scope of Work to be Provided by US PREP**

1. US PREP will provide technical assistance to the district for the term of the MOU to accomplish the following objectives:
  - a. Residents will fulfill instructional needs of schools and impact PK-12 students who have been historically underserved.
  - b. Increase access to high-quality resident pathways to build and sustain a strong teacher pipeline.
  - c. Diversify the teacher pipeline through strategic recruitment and preparation of prospective teachers.
  - d. Intentionally scaffold, plan, and develop residents to ensure long-term teacher effectiveness.
  - e. Develop and incentivize highly effective mentor teachers.
  - f. Reallocate existing budgets and roles, using a budget neutral approach, to sustainably fund paid residents and mentors.

### **III. Establishing a Shared Vision**

Through shared governance structures, US PREP leads districts, schools, and educator preparation programs (“EPP”) through a series of design sessions to accomplish the following objectives:

1. Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and three (3) in-person (six (6) hour sessions) over the course of eight (8) months.
2. Recommended district design team members:
  - a. Chief of Student & School Support (initially)
  - b. Human Capital Management Director
  - c. Curriculum & Instruction Director
  - d. Finance Director
  - e. Assessment/Data Specialist
3. Recommended EPP design team members:
  - a. Dean (initially)
  - b. Associate Dean
  - c. Teacher Preparation Department Chair or Associate Chair
  - d. Site Coordinator
4. Co-develop residency placement goals.
5. Co-develop a communication strategy to communicate a shared vision for the residency by designing a communication plan to share with school principals.
6. Co-develop school selection criteria and select schools that support the partners in meeting their annual goals and vision.
7. Co-develop parameters grounded in the Strategic Staffing objectives for residency models and salaries that meet the agreed upon criteria.
8. Co-develop a timeline for the recruitment, selection and placement process of residents and mentor teachers including: resident and mentor teacher job descriptions, initial screenings, resident and mentor applications, selection protocols, resident placement and hiring processes.
9. Co-develop resident schedules to maximize co-teaching, resident development, and any additional campus-based responsibilities (e.g. tutoring, substitute teaching, paraprofessional duties, etc.)

### **IV. Training, Implementation & Sustainability**

1. **Training:**
  - a. In the summer, US PREP, in partnership with the EPP Site Coordinators, will provide two (2) days of role-specific summer training sessions to mentors and residents to build coaching and co-teaching capacity of mentor teachers and residents. Session topics will include, but are not limited to:

- i. Responsibilities & Roles;
  - ii. High impact coaching techniques for mentor teachers;
  - iii. Setting instructional goals & documenting feedback and growth;
  - iv. Co-teaching approaches & Scheduling;
  - v. Preparing for Conflict: Crucial Conversations; and
  - vi. Culturally informed teaching practices.
- b. Over the course of the school year, US PREP, in partnership with the EPP Site Coordinators, and district-based development staff, will provide four (4) data informed training sessions to teacher leader mentors.

**2. Implementation & Sustainability:**

- a. US PREP will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data about implementation. School District and TSU will receive data in December and in May on the strengths and potential strategies to improve the success of the teacher leader roles and models being implemented. Data will be discussed during shared governance partnership meetings.
- b. During the two (2) years of design and implementation, US PREP will work with design leads and the TSU site coordinator to build their capacity to lead strategic staffing initiatives during shared governance meetings. School District and TSU will have access to the US PREP Strategic Staffing toolkit where design and training resources will be housed.

**V. Network Professional Learning**

- 1. **Strategic Staffing Networking.** US PREP will host two (2) *Strategic Staffing with Residents* conferences per year. US PREP will fund up to ten (10) School District/EPP personnel to attend the conferences. Participants will have the opportunity to learn from districts and EPP partners, share successes, and engage in problems of practice together.
- 2. **Strategic Staffing Evaluation.** US PREP is working with the Education Policy Initiative at Carolina (EPIC) to evaluate the success of Strategic Staffing Models with Residents.

**VI. Fort Worth ISD and TSU Commitments**

- 1. By signing this MOU, School District commits to engaging in the above technical assistance from US PREP that adheres to six (6) Strategic Staffing objectives:
  - b. Residents will fulfill schools' immediate instructional needs while accelerating learning for historically underserved PK-12 students;
  - c. Increase access to high quality resident pathways to build and sustain a strong teacher pipeline;
  - d. Diversify the teacher pipeline through strategic recruitment and preparation;
  - e. Intentionally scaffold, plan, and develop residents to ensure long-term teacher effectiveness;
  - f. Develop and incentivize highly effective mentor teachers; and
  - g. Reallocate existing budgets and roles to sustainably fund paid residents and mentors.
- 2. School District will select schools, in partnership with TSU, to align with availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between School District and TSU.

3. School District and TSU will each assign a point person to serve as the Strategic Staffing design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives. The total estimated time required to participate in design sessions and progress check-in calls is approximately forty-five (45) hours/per person for the duration of the design year (October-May, 9 months).
4. To the extent possible and consistent with its policies, regulations, and business practices, School District will give schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
5. School District and TSU design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
6. School District and TSU will collaborate with US PREP to gather data needed to monitor the initiative's success. For the school district, this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups. For the EPP, this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.

## **VII. US PREP Commitments:**

1. US PREP will:
  - a. serve as project manager to ensure objectives are met within the designated timeline included in Attachment A;
  - b. provide technical assistance to accomplish the objectives outlined in this MOU; and
  - c. develop communications to share highlights and outcomes of the work with external stakeholders (e.g. US PREP coalition members, Texas Education Agency, etc.).

## **VIII. Duration of Agreement.**

1. This MOU is effective from the date of execution by all Parties (the "Effective Date") and expires on August 31, 2023. This MOU may be renewed for up to six (6) successive one (1) year terms upon mutual written agreement of the Parties.
2. Termination of this MOU under this paragraph is to be considered Termination for Non-Appropriation of Funds. School District will have the continuing right to terminate this MOU at the end of each fiscal year or end of the special revenue fund or grant during the term of the MOU with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without School District incurring any liability to US PREP as a result of such termination, including early termination charges. If School District terminates this MOU pursuant to this paragraph, US PREP will have the right to collect and retain payment for services rendered to District through termination date, if any, but will not be entitled to any early termination charges.

3. Either Party may cancel this Agreement for any or no cause upon 90 days written notice to the other Party.

## **IX. Miscellaneous Provisions**

1. **Applicable Law.** This MOU and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas. The provisions of this MOU shall be construed to conform to those laws.
2. **Relationship between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Neither this MOU, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency, or franchise relationship.
3. **Amendment and Waiver.** This approved MOU may be waived, changed, modified, or amended only in writing by authorized individuals of the Parties. If any provision of the MOU shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law. The waiver by either Party of any default or breach of this MOU shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this MOU may be brought by either Party more than two years after the cause of action has occurred.
4. **Entire Agreement.** This MOU constitutes the entire agreement of the parties and supersedes any previous written or oral agreement with the exception of US PREP's response to School District's Request for Proposals or Request for Qualifications, if any. Any other, representation, or understanding, verbal or otherwise, relating to the services, or otherwise dealing in any manner with the subject matter of this MOU, is hereby deemed to be null and void and of no force and effect whatsoever.
5. **Severability.** In the event any provision of this MOU is held to be invalid or unenforceable, the remaining provision of this MOU will remain in full force.
6. **Successors and Assigns.** This MOU will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may assign this MOU to any other entity without the express written permission of the other Party.
7. **Counterparts.** This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

DS

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed below.

AA  
7/27/21

**Fort Worth ISD Superintendent:**

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**Kent P. Scribner, Ph. D.**                      **Date**                      **Signature**

**US PREP Executive Director:**

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**Name (print)**                      **Date**                      **Signature**

**Texas Tech University:**

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**Name (print)**                      **Date**                      **Signature**

## **Scope of Work and Sequence**



## Introduction

University School Partnerships for the Renewal of Educator Preparation ([US PREP](#)) exists to disrupt inequities in PK-12 districts by supporting colleges of education in transforming their educator preparation programs. Each coalition provider commits to transforming their programs to adhere to the quality objectives outlined in the [US PREP Developmental Framework](#). Among the commitments that US PREP's twenty-two coalition members have made is a commitment to establishing a **sustainable, full-year residency** for each of their teacher candidates within their partnership district schools.

Teacher preparation residencies, in which candidates spend a full year student teaching under the guidance of a highly effective mentor teacher, provide candidates with the time future teachers need to learn how to teach before they are responsible for their own classrooms. Research has found that residency pathways are some of the most effective ways to prepare new teachers who are diverse and ensure readiness for the classroom. Yet, a full-year unpaid clinical experience is not accessible to most candidates across the country. To address this challenge, philanthropic organizations and federal grants have been used to support resident scholarships; however, these financial supports are difficult to sustain and only provide access to a small percentage of resident teacher candidates.

**So how to address this divide between quality and cost?** Educator preparation programs in US PREP have already or are in the process of scaling and sustaining residency pathways for all future teacher candidates that they prepare (collectively, over 20,000 new teachers each year). These programs haven't allowed the challenges of implementing a residency to become barriers. Instead, these educator preparation programs are working closely with their school district partners to design new ways to staff PK-12 schools by promoting teacher leaders and reallocating school budgets so resident stipends become a part of how a school teacher pipeline is staffed.

## Building Sustainable Residencies through Strategic Staffing

### Strategic Staffing Scope & Sequence

To support the scale and sustainability of yearlong residencies, US PREP will be providing strategic staffing technical assistance to a set of coalition district partners. Through shared governance structures, US PREP leads district, schools, and educator preparation programs through a series of design sessions (from October through April) to accomplish the objectives outlined below.

1. Residents will fulfill instructional needs of schools and impact PK-12 students who have been historically underserved
2. Increase access to high-quality resident pathways to build and sustain a strong teacher pipeline
3. Diversify the teacher pipeline through strategic recruitment and preparation of prospective teachers
4. Intentionally scaffold, plan, and develop residents to ensure long-term teacher effectiveness
5. Develop and incentivize highly effective mentor teachers

As US PREP launches this work with school districts, US PREP Regional Transformation Support Specialists will lead a Fellowship for the Education Service Center (ESC) Directors. ESC Directors will have the opportunity to shadow US PREP strategic staffing model technical assistance, learn US PREP's approach to strategic staffing, and gain access to US PREP's tools and resources. The table below outlines the Fort Worth ISD and Tarleton State University scope and sequence.

Month	US PREP Will...
<b>August 2021</b>	<ul style="list-style-type: none"><li>• Fort Worth will sign and submit the MOU</li><li>• Schedule meeting session for September</li></ul>
<b>Milestones</b>	US PREP Strategic Staffing Milestones: <ul style="list-style-type: none"><li>• MOU has been submitted</li><li>• Schedule initial meeting with Fort Worth ISD and Tarleton State University</li></ul>

## Building Sustainable Residencies through Strategic Staffing

<p><b>September</b></p>	<ul style="list-style-type: none"> <li>● 1 hour meeting session with Fort Worth ISD and Tarleton to identify design team members and review the readiness assessments that need to be completed by October 1st.</li> <li>● Schedule October design session</li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Strategic Staffing Milestones:</p> <ul style="list-style-type: none"> <li>● Tarleton State University and Fort Worth have identified the design team members</li> <li>● Tarleton State University and Fort Worth have completed the Readiness Assessments</li> </ul>
<p><b>October 2021</b></p> <ul style="list-style-type: none"> <li>● One, 6 hour design session</li> <li>● Action Items to be completed outside of design sessions (1-3 hours)</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in design session:</p> <p><b>Design Session 1</b> (In-Person) *8:00 a.m.- 3:00 p.m. CST (US PREP to provide breakfast and lunch)</p> <ul style="list-style-type: none"> <li>● 1 hour: Casting vision and Goal Setting: Analyze current regional hiring data and develop short and long term residency goals for district and region</li> <li>● 1 hour: the readiness assessments to understand current district initiatives and EPP resident programming</li> <li>● 2.5 hours: Designing Strategic Staffing             <ul style="list-style-type: none"> <li>○ Identify/Design strategic staffing models</li> <li>○ Identify funding sources/potential reallocation resources</li> <li>○ Determine stipends for roles (residents, cooperating teachers, etc.)</li> </ul> </li> <li>● 1 hour: Identify number of school campuses needed and develop school selection criteria</li> <li>● Schedule cadence of design sessions</li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Strategic Staffing Milestones:</p> <ul style="list-style-type: none"> <li>● Tarleton and Fort Worth have developed three year strategic staffing goals to pilot, scale and sustain their residency pipeline</li> <li>● Tarleton and Fort Worth have identified 2-3 funding sources and 1-3 strategic staffing models with residents</li> <li>● EPP has a plan for hiring/identifying a site coordinator</li> </ul>

## Building Sustainable Residencies through Strategic Staffing

	<ul style="list-style-type: none"> <li>• Tarleton and Fort Worth have developed school selection criteria</li> </ul>
<p><b>November 2021</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>• Four, 1 hour weekly virtual meetings</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in the following virtual meetings:</p> <p>Virtual Meeting 1 (1 hour)</p> <ul style="list-style-type: none"> <li>• Review outcomes of design session 1</li> <li>• Select schools that meet the collaborative criteria</li> </ul> <p>Virtual Meeting 2 (1 hour)</p> <ul style="list-style-type: none"> <li>• Develop resident job description</li> </ul> <p>Virtual Meeting 3 (1 hour)</p> <ul style="list-style-type: none"> <li>• Develop mentor teacher job description</li> </ul> <p>Virtual Meeting 4 (1 hour)</p> <ul style="list-style-type: none"> <li>• Finalize mentor and teacher job descriptions</li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Strategic Staffing Milestones</p> <ul style="list-style-type: none"> <li>• Finalize school selection, mentor teacher job description, teacher resident job description.</li> </ul>
<p><b>December 2021</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>• One, 6 hour design session</li> <li>• Action Items to be completed outside of design sessions (1-3 hours)</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in design session:</p> <p><b>Design Session 2</b> (In-Person) *8:00 a.m. -3:00 p.m. (US PREP to provide breakfast and lunch)</p> <p><b>*School Principals to attend.</b></p> <ul style="list-style-type: none"> <li>• 1 hour: Welcome, review outcomes achieved and ensure principals have a thorough understanding of the vision and strategic staffing plan</li> <li>• 1 hour: Examine resident and mentor teacher job descriptions, and develop selection timeline/deadlines for resident and mentor teachers</li> <li>• 1.5 hours: Development of Mentor and Resident selection components             <ul style="list-style-type: none"> <li>○ Breakout group 1: Mentor Teachers</li> <li>○ Breakout group 2: Residents</li> </ul> </li> </ul>

## Building Sustainable Residencies through Strategic Staffing

	<ul style="list-style-type: none"> <li>○ Whole Group Share out and Consensus</li> <li>● 2 hours: Development of selection materials (work time), develop selection process timeline (tentative depending on time)</li> <li>● 1 hour: Gallery walk feedback on resident and mentor selection materials</li> </ul>
<b>Milestones</b>	<p>US PREP Strategic Staffing Milestones</p> <ul style="list-style-type: none"> <li>● Identify and design Mentor and Teacher Resident selection timeline and components</li> </ul>
<p><b>January 2022</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>● Three, 1 hour weekly virtual meetings</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in the following virtual meetings:</p> <p>Virtual Meeting (1 hour)</p> <ul style="list-style-type: none"> <li>● Finalize mentor and resident selection timeline and materials</li> <li>● Determine who is responsible for resident and mentor recruitment</li> </ul> <p>Virtual Meeting (1 hour)</p> <ul style="list-style-type: none"> <li>● Monitor progress of resident and mentor recruitment</li> </ul> <p>Virtual Meeting (1 hour)</p> <ul style="list-style-type: none"> <li>● Monitor progress of resident and mentor recruitment</li> </ul>
<b>Milestones</b>	<p>US PREP Strategic Staffing Milestones:</p> <ul style="list-style-type: none"> <li>● Identify who is responsible for TR and Mentor recruitment from the district and EPP, and monitor the implementation of the recruitment and selection process of TR and Mentors.</li> </ul>
<p><b>February 2022</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>● Four, 1 hour weekly virtual meetings</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in the following virtual meetings:</p> <p>Virtual Meeting 1 (1 hour)</p> <ul style="list-style-type: none"> <li>● Monitor progress of resident and mentor recruitment</li> <li>● Define additional responsibilities and parameters for Teacher Residents</li> <li>● District define HR Process for Teacher Residents</li> </ul>

## Building Sustainable Residencies through Strategic Staffing

	<p>Virtual Meeting 2 (1 hour)</p> <ul style="list-style-type: none"> <li>● Monitor progress of resident and mentor recruitment</li> <li>● Define additional responsibilities and parameters for Teacher Residents</li> <li>● District define HR Process for Teacher Residents</li> </ul> <p>Virtual Meeting 3 (1 hour)</p> <ul style="list-style-type: none"> <li>● Monitor progress of resident and mentor recruitment</li> <li>● Define additional responsibilities and parameters for Teacher Residents</li> <li>● District define HR Process for Teacher Residents</li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Strategic Staffing Milestones:</p> <ul style="list-style-type: none"> <li>● Start defining the additional responsibilities parameters for TRs.</li> <li>● Finalize copy of HR process for hiring teacher residents</li> </ul>
<p><b>March 2022</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>● One, 6 hour design session</li> <li>● Action Items to be completed outside of design sessions (1-3 hours)</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in design session:</p> <p><b>Design Session 3 (In-Person) *8:00 a.m. - 3:00 p.m. CST (US PREP to provide breakfast and lunch)</b></p> <p><b>*School Principals to attend.</b></p> <ul style="list-style-type: none"> <li>● 1 hour: Welcome, review outcomes achieved, and norm on resident and mentor selection rubrics</li> <li>● 3 hours: <ul style="list-style-type: none"> <li>○ Review mentor and resident application materials</li> <li>○ Finalize mentor and resident recommendations</li> </ul> </li> <li>● 2 hours: <ul style="list-style-type: none"> <li>○ Develop communication protocols for notifying mentors and residents</li> <li>○ Develop mentor and resident training schedule</li> </ul> </li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Strategic Staffing Milestones</p> <ul style="list-style-type: none"> <li>● Selection of Mentors and Teacher Residents</li> <li>● Match Teacher residents and Mentors</li> </ul>

## Building Sustainable Residencies through Strategic Staffing

<p><b>April 2022</b></p> <p><b>Time Commitment</b></p> <ul style="list-style-type: none"> <li>● Four, 1 hour weekly virtual meetings</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in the following virtual meetings:</p> <ul style="list-style-type: none"> <li>● Virtual Meeting 1 (1 hour) <ul style="list-style-type: none"> <li>○ Develop communication protocols (e.g. if a resident needs to be moved, who needs to be notified, etc.)</li> </ul> </li> <li>● Virtual Meeting 2 (1 hour) <ul style="list-style-type: none"> <li>○ Develop an understanding of the implementation year <ul style="list-style-type: none"> <li>■ US PREP's role</li> <li>■ Measurement &amp; Evaluation</li> <li>■ Capacity building</li> <li>■ Creating a schedule for 'Implementation Year' check-ins and identifying who should be in attendance</li> </ul> </li> </ul> </li> <li>● Virtual Meeting 3 Session 1 (1 hour) <ul style="list-style-type: none"> <li>○ Topic to be determined based on need</li> </ul> </li> <li>● Virtual Meeting 4 (1 hour) <ul style="list-style-type: none"> <li>○ Topic to be determined based on need</li> </ul> </li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Milestones</p> <ul style="list-style-type: none"> <li>● Finalize communication document with District/EPP.</li> </ul>
<p><b>May 2022</b></p> <ul style="list-style-type: none"> <li>● Two, 1 hour virtual meetings</li> </ul>	<p>Fort Worth ISD and Tarleton State University to engage in the following virtual meetings:</p> <ul style="list-style-type: none"> <li>● Virtual Meeting 1 (1 hour) <ul style="list-style-type: none"> <li>○ US PREP, and EPP site coordinator develop summer training materials</li> <li>○ Monitor hiring progress of Mentor Teachers and Teacher Residents.</li> <li>○ Develop a Companion Guide that includes all cohered around documents to be used at summer training.</li> </ul> </li> <li>● Virtual Meeting 2 (1 hour) <ul style="list-style-type: none"> <li>○ US PREP and EPP site coordinator develop summer training materials</li> <li>○ Monitor hiring progress of Mentor Teachers and Teacher Residents.</li> <li>○ Develop a Companion Guide that includes all cohered around documents to be used at summer training.</li> </ul> </li> </ul>
<p><b>Milestones</b></p>	<p>US PREP Milestones</p> <ul style="list-style-type: none"> <li>● Finalize summer training materials and invitations</li> <li>● Understand the key implementation components including: role, measurement &amp; evaluation, and capacity building.</li> </ul>

## Building Sustainable Residencies through Strategic Staffing

	<ul style="list-style-type: none"><li>• Understand US PREP's approach to recruiting prospective districts for strategic staffing</li><li>• Understand US PREP's business and staffing model related to strategic staffing</li></ul>
<b>June-August 2022</b>	<ul style="list-style-type: none"><li>• US PREP will facilitate 2 full-day trainings for mentor teachers and residents (Mentor-only, Teacher Resident-only, and Joint Mentor-Resident session)</li></ul>
<b>Milestones</b>	US PREP Milestones <ul style="list-style-type: none"><li>• Facilitate the Mentor Only, Teacher Resident only, and Joint Summer Training Session.</li><li>• Share feedback from Summer Training with providers.</li></ul>



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:      **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****

**BACKGROUND:**

The Construction Programs in Fort Worth Independent School District (FWISD) reside at Diamond Hill-Jarvis, Trimble Tech, and O.D. Wyatt High Schools to provide students with the opportunity to focus on Construction Technology, Electrical Technology, and Cabinetry and Mill Technology. Students learn through the use of the National Center for Construction Education and Research (NCCER) materials. This Memorandum of Understanding (MOU) between TEXO Association (TEXO) and FWISD would allow students to test on site and receive NCCER credentials while enrolled in high school.

The NCCER curriculum and credentials are a result of over 100 construction CEOs, various associations, and academic leaders working to standardize training and credentialing for the industry. The progressive program has evolved into specialty areas, providing opportunities in 70 craft areas and a complete series of more than 70 assessments offered in locations across the United States.

NCCER develops standardized construction and maintenance curriculum and assessments with portable credentials. These credentials are tracked through NCCER's Registry System that allows organizations and companies to track the qualifications of their craft professionals and/or check the qualifications of possible new hires. NCCER's Registry System also assists craft professionals by maintaining their records in a secure database.

The Career and Technical Education (CTE) Department funds the sponsorships, fees, professional development, tests, and supplies.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with TEXO Association for High School Students to Test On-Site and Receive National Center for Construction Education and Research (NCCR) Credentials
2. Decline to 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
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**                      *Additional Details*

General Fund	199-11-6499-001-004-22-221-000000
	199-11-6499-001-011-22-221-000000
	199-11-6499-001-016-22-221-000000

**COST:**

Not-to-Exceed - \$21,000

**VENDOR:**

TEXO Association

**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:**

Diamond Hill-Jarvis High School  
Trimble Tech High School  
O.D. Wyatt High School

**RATIONALE:**

To ensure FWISD students are college and career ready, students are provided industry-recognized curriculum and opportunities to become credentialed. This MOU between TEXO and FWISD will ensure construction students can receive these opportunities while enrolled in high school.

**INFORMATION SOURCE:**

David Saenz



August 17, 2021

Stephen Szyndler  
Fort Worth Independent School District  
1050 Bridgewood Drive  
Fort Worth, TX 76112

Mr. Szyndler,

Per your request, below are the numbers of modules of each program requested. The total cost of each program is provided, however, students that retake a failed exam are charged an additional module exam fee of \$12 per exam.

NCCER Core per student cost is \$96. To certify 75 students, the total is \$7200.

NCCER Construction Technology per student cost is \$204 per student. To certify 55 students, the total cost is \$11,220.

NCCER Electrical 1 per student cost is \$144. To certify 15 students, the total cost is \$2160.

Purchase orders can be emailed, and payments are mailed to the following address:

TEXO  
11101 N. Stemmons Fwy  
Dallas, TX 75229  
Erin@texoassociation.org

Please let me know if you have any questions.

Sincerely,

Erin Stewart  
Vice President of Training & Development  
Erin@texoassociation.org  
901-601-7398

**Dallas**  
11101 Stemmons Freeway  
Dallas, TX 75229  
P: 972.647.0697

**Fort Worth**  
417 Fulton Street  
Fort Worth, TX 76104  
P: 972.647.0697





## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between TEXO (ABC AGC), a Texas not for profit trade association located at 11101 North Stemmons Freeway, Dallas, TX 75229, and the Fort Worth Independent School District ("Fort Worth ISD"), a political subdivision of the State of Texas and a legally constituted Independent School District located at 100 N. University, Fort Worth, TX 76107. TEXO and Fort Worth ISD may be referred to collectively as "Parties" and individually as "Party". The Parties enter this Memorandum of Understanding for the purpose of providing national credentialed craft training, safety training, and certifications through the National Center for Construction Education and Research (NCCER) training process and Registry under the following terms and conditions:

### **TEXO (ABC AGC) will:**

1. Serve as the sponsor for school use of the NCCER curriculum and accreditation. Cost for Accredited Training Education Facility (ATEF) sponsorship is \$450 to TEXO, per school. (Diamond Hill-Jarvis High School, OD Wyatt High School, & Trimble Tech High School) There is a \$50.00 application fee payable to NCCER for online ATEF registration. Each school in the district that is administrating NCCER credentials must become an ATEF.
2. Work with administrators and instructors to create pathways for students so they can obtain their NCCER credentials and to receive advance standing in a post graduate training program.
3. Communicate with curriculum directors and instructors regarding any and all updates to the NCCER program requirements and/or curriculum changes.
4. Serve as the connection outlet for industry resources, materials, speakers, internship, job fairs, career fairs, field trips, student placement, etc. for instructors/administration/students.
5. Provide the NCCER three (3) day Instructor Certification Training Program (ICTP) for all Fort Worth ISD instructors and/or performance evaluators. The cost for this certification is \$495.00 for each attendee. This includes materials for class and required certification. Note: Certification will be uploaded to NCCER's registry upon receipt of payment.
6. Provide monthly invoices for module tests taken, written, and/or completed online through NCCER billed at \$12.00 per student, per module. Students who complete and pass all modules and the written and performance tests will be provided with a NCCER completion certificate and a NCCER wallet card.
7. Assist Fort Worth ISD and/or administrators with initial Form 200 entries electronically into the NCCER Registry (Exhibit A).
8. Submit completed Form 200 to NCCER for approval provided by Fort Worth ISD.
9. Provide book ordering assistance.
10. Conduct an annual audit at each of the ATEF locations under Fort Worth ISD to ensure proper program compliance. To remain in compliance files must include: Signed Registration & Release Form (Exhibit B), Performance Profile Sheets (Exhibit C), and each individual written exam, if applicable. *Files must be kept in*

a locked file cabinet or secured electronically. Cost for individual audit is \$275.00 plus IRS approved mileage.

- 11. All invoices are due in accordance with the Texas Prompt Payment Act. Invoices for module tests will be submitted first of the month for prior monthly's activity.

**Fort Worth ISD will:**

- 1. As part of the initial NCCER Instructor certification process, provide resumes to TEXO of instructors and/or performance evaluators utilizing the NCCER standardize training process.
- 2. Ensure that Fort Worth ISD NCCER certified instructors maintain their NCCER credential by providing opportunities for instructors to teach and/or evaluate training participants within each three-year period.
- 3. Provide an adequate classroom facility, pertaining to seating, lighting, equipment, A/V, materials, etc.
- 4. Maintain all documentation and conduct any other administrative tasks associated with the NCCER training program for minimum of five (5) years. Ensure security of all signed Registration & Release Form, Performance Profile Sheets, other associated paperwork and each individual written exam, if applicable. **All documentation must be kept in a locked file cabinet or electronically on a secure server.**
- 5. Complete the electronic Form 200 properly on the NCCER Registry page after all above mentioned paperwork has been completed.
- 6. Utilize the most recent version of the NCCER curriculum and performance profiles.
- 7. Payment for the services are due pursuant to this MOU in accordance with the Texas Prompt Payment Act.

**Contract Terms and Termination Provision:**

The Parties agree to the Confidentiality Provision (Exhibit D). The fees and services listed in this MOU are good for a term of an academic year. This MOU may be renewed for success terms of one (1) year (each, a "Renewal Term") terms upon written mutual agreement of both Parties. This MOU may be terminated by either Party upon a 30-calendar-days written notice to the other Party. All Parties hereby acknowledge that they have read, understood and shall comply with the conditions of this MOU.



\_\_\_\_\_  
**TEXO (ABC AGC)**

\_\_\_\_\_  
Vice President of Training & Development  
Title

\_\_\_\_\_  
August 6, 2021  
Date

\_\_\_\_\_  
**Fort Worth ISD**

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

\_\_\_\_\_  
Date

Signed:  
261

\_\_\_\_\_  
Tobi Jackson, Board President

\_\_\_\_\_  
Date



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE PARTNERSHIP AGREEMENT WITH ALCON FOUNDATION TO OPERATE A SCHOOL-BASED CHILDREN’S EYE CARE CENTER AT THE WESTERN HILLS FAMILY RESOURCE CENTER**

**BACKGROUND:**

Fort Worth ISD (FWISD) and Alcon Foundation are partnering to operate a school-based eye care center at the Western Hills Family Resource Center to provide eye care professional services in connection with the Vision Screening Program. Under-resourced children 18 years old and under residing in FWISD will be provided eye care services through an annual grant. The grant is provided by Alcon Foundation and in partnership with the University of North Texas Health Science Center and FWISD. Three (3) years from the commencement date will be the term of this agreement.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Partnership Agreement with Alcon Foundation to Operate a School-Based Children’s Eye Care Center at the Western Hills Family Resource Center
2. Decline to Approve Partnership Agreement with Alcon Foundation to Operate a School-Based Children’s Eye Care Center at the Western Hills Family Resource Center
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Alcon Foundation

**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:**

Under-resourced children 18 years old and under residing in Fort Worth ISD

**RATIONALE:**

The partnership between Alcon Foundation and FWISD will provide free eye-care services to our under-resourced students. These services will help reduce health-related barriers that are essential for their health, well-being and academic readiness.

**INFORMATION SOURCE:**

Cherie Washington



THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

**AGREEMENT FOR THE OPERATION OF ALCON CHILDREN’S VISION CENTER, A SCHOOL-BASED EYE CARE CENTER**

This Agreement for the Operation of Alcon Children’s Vision Center, a school based vision care center (this “Agreement”) is made as of the execution of this Agreement, and entered into by and between Alcon Children’s Vision Center, a Texas nonprofit corporation (“ACVC”), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (“FWISD”). ACVC and FWISD may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

**RECITALS**

WHEREAS, ACVC is a Texas nonprofit corporation that has been formed for the purpose of providing professional eye care services to the under-served children 18 and under residing in the FWISD through an annual grant provided by the Alcon Foundation and in partnership with University of North Texas Health Science Center and FWISD; and

WHEREAS, FWISD is a Texas public school district and wishes to establish an on campus school-based eye care center (as defined herein); and

WHEREAS, ACVC has developed and maintained the infrastructure, expertise, and resources necessary to provide professional eye care services required and appropriate for the operation of the school-based vision center; and

WHEREAS, it is the Parties’ intention to mutually establish and maintain a quality SBVC to benefit the Eligible Children (as defined herein).

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, ACVC and FWISD do hereby agree as follows:

**1. DEFINITIONS.**

- a. **Agreement:** Agreement shall mean this Agreement between ACVC and FWISD for operation of the school-based eye care center on the campus of the Western Hills Elementary School to provide eye care professional services in connection with the Vision Screening Program
- b. **Children’s Vision Center (“CVC”):** shall mean the SBVC located on the campus of Western Hills Elementary School.
- c. **Clinic Patients:** Clinic Patients shall mean any Eligible Child (as defined herein) to be examined or treated at the CVC.
- d. **Commencement Date:** The Commencement Date of this Agreement shall be the date of execution of this Agreement by both Parties.
- e. **Eligible Child:** Eligible Child shall mean an individual who is 18 years old or younger and who:

(1) resides in the FWISD; and (2) is uninsured or Medicaid-eligible.

- f. **FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- g. **Eye Care Team:** Eye Care Team shall mean the eye care health professionals (as determined in ACVC's sole discretion) comprised of one or more eye care professionals, optometrists, optometry assistants, and opticians and potentially in the future ophthalmologists ("ECPs") and staff providing ECP Professional Services and administrative services on behalf of the ACVC to Clinic Patients. The ECPs and staff are provided to the ACVC pursuant to a professional services agreement between ACVC and UNTHSC. All ACVC ECPs shall carry all licenses (in good standing in the State(s) of Texas, with no restrictions, limitations and/or probationary terms against such license) and/or certifications necessary in the State of Texas to furnish his or her respective services and shall have professional malpractice insurance coverage. In addition, ACVC agrees any optometrist must be a fully licensed and Therapeutic Pharmaceutical Agent (TPA) certified optometrist. Decisions regarding SBVC (defined herein) staffing levels and adjustments to ACVC staffing configurations shall be determined at the sole discretion of ACVC.
- h. **HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d)) and the regulations promulgated thereunder, as amended.
- i. **Protected Health Information or "PHI":** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- j. **Student Education Records:** Student Education Records shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- k. **Term:** The **Term** of the Agreement shall be for a period of **three (3)** years from the Commencement Date, subject to the provisions of Section 6 herein.
- l. **Vision Screening Program:** Vision Screening Program shall mean the program sponsored by Alcon Foundation in cooperation with FWISD designed to screen FWISD students K-5 for acuity or eye conditions to identify children that need glasses as well, which include eye examinations and the prescription for eyeglasses for children identified as a result of screening. Data to be provided by FWISD is set forth in Exhibit B.

**2. ECP SERVICES AND EYE CARE TEAM.** ACVC will provide the Eye Care Team at the CVC for the provision of ECP services to Clinic Patients at the CVC. With respect to Clinic Patients requiring services offered by other health care facilities or providers, the Eye Care Team has the discretion to refer such Clinic Patients to such other facilities or providers, as and when, in its sole discretion, it deems appropriate and necessary. ACVC shall provide the services of the Eye Care Team and qualified volunteer ECPs in its sole discretion to support the Vision Screening Program. All volunteer ECPs must pass such background investigation in order to volunteer, which shall include both a Criminal Background Check and Sex Offender Search. ACVC shall be responsible for the conduct of its volunteer ECPs.

2.1 ACVC shall provide ECP services and conduct its activities in compliance with all applicable federal and state laws and regulations, including HIPAA, and commensurate with the generally recognized level of care and skill and prevailing standard of care in the community and high ethical standards.

**3. HOURS OF SERVICE.** The proposed hours of service for the CVC shall be set by ACVC after consultation with FWISD based upon ACVC's assessment of the utilization of the SBVC and the needs of FWISD. After hours emergencies will be referred to the appropriate health care facility or provider. ACVC will schedule ECP services to provide examinations at Vision Screening Program events as mutually agreed by ACVC and FWISD.

**4. NO CHARGE FOR SERVICES.** No fees will be charged to Clinic Patients or to FWISD for the services rendered by the Eye Care Team.

**5. MAINTENANCE.**

a. Maintenance and Other Responsibilities of FWISD. The CVC space, security, custodial services, utilities, and other standard maintenance items and responsibilities shall be arranged for, provided, and maintained by FWISD. FWISD shall maintain this space in compliance with the Occupational Safety and Health Act of 1970 ("OSHA").

b. Maintenance and Other Responsibilities of ACVC. All examination room furnishings, examination room equipment, including, but not limited to office equipment, computers, fax machines, and other similar office equipment, and all medical equipment shall be arranged for, provided by, and maintained by ACVC. Vision care supplies shall be arranged for, provided by, and maintained by ACVC at the CVC.

c. Resolution of Dispute. In the event of a dispute between the Parties regarding the Parties respective maintenance responsibilities, the Parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both Parties.

**6. COLLABORATION OF THE PARTIES.**

a. ACVC and FWISD will coordinate regarding ACVC outreach and communications regarding the availability and provision of ECP services at the CVC. ACVC will make reasonable efforts to provide FWISD with all established forms (consent, examination, prescription, patient care, referral and others as shared) in hard copy format, and/or electronic when available, along with electronic communication intended for nurses, principals and parents, and materials. Communications or materials utilized by ACVC about its services will receive prior written approval from FWISD. FWISD may review and approve ACVC's established forms (consent, examination, prescription, patient care, referral and others as shared), communication, and materials prior to implementation. After approval, FWISD agrees to utilize ACVC established forms (consent, examination, prescription, patient care, referral and others as shared) in hard copy format, and/or electronic when available, as needed to be included with the distribution of electronic communication to nurses, principals and parents, and materials.

b. The Parties shall periodically meet and assess the progress of the relationship.

c. Neither Party shall disclose to any third party, directly or indirectly, or use in any way that is adverse to the other Party's ("non-disclosing party") best interests, confidential information that either Party, has/have been provided with, or given access to, by the other Party. Both Parties shall promptly notify the other Party of any inquiry or legal proceedings seeking disclosure of confidential information.

“Confidential Information” shall mean confidential and/or proprietary information, or access thereto which is unique, valuable and private concerning ACVC (including medical information of any student) and/or FWISD, the disclosure of which would cause irreparable injury to the non-disclosing party.

d. Any student data shared by FWISD with ACVC, including under Exhibit B, will be handled according to the Data Sharing Agreement and Process, hereby attached as Exhibit A.

e. The Parties shall keep confidential and appropriately safeguard PHI made available to or obtained by either Party pursuant to this Agreement regarding Clinic Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of PHI regarding Clinic Patients. Without limiting the obligations of the Parties otherwise set forth in this Agreement or imposed by applicable law, the Parties agree to comply with applicable requirements of law relating to PHI and with respect to any task or other activity each Party performs in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”) and the Health Insurance Reform; Security Standards (the “Security Standard”) published by the U.S. Department of Health and Human Services (“HHS”) at 45 C.F.R. parts 160 and 164 under HIPAA, as amended, Specifically, FWISD shall:

- (i) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (ii) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of the ACVC and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- (iii) report to ACVC any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which FWISD becomes aware;
- (iv) make PHI available to ACVC in accordance with applicable law;
- (v) permit ACVC to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (vi) make available to ACVC the information in its possession required to provide an accounting of FWISD’s disclosures of PHI as required by applicable law;
- (vii) make FWISD’s internal practices, books, and records relating to the use and disclosure of PHI received from ACVC available to the Secretary of the United States Health & Human Services for purposes of determining ACVC’s compliance with applicable law; and
- (viii) upon expiration or termination of this Agreement, return to ACVC or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD’s use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

**7. RENEWAL AND TERMINATION.** This Agreement shall terminate after the expiration of **three (3)** years from the original Commencement Date hereof unless the extension of this Agreement is expressly consented to in written instrument signed by of all the Parties hereto. Notwithstanding the foregoing, however, this Agreement may be terminated at any time by either Party hereto upon **ninety (90)** days written notice to the other Party in accordance with the “Notice” provision of Section 16 herein.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between ACVC and the FWISD relating to the rights herein granted and the obligations herein assumed and supersedes all prior written or oral agreements or communications between the Parties regarding the subject matter hereof.

**9. FISCAL FUNDING.** The Parties hereby acknowledge and agree that FWISD is a governmental entity, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover FWISD's prospective obligation in this Agreement in FWISD's finally approved budget in any fiscal year subsequent to that in which FWISD's funds for this Agreement were first allocated, FWISD may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which FWISD's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, FWISD will provide ACVC with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of FWISD's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, FWISD warrants and represents that any expenditures of funds for services to be provided hereunder will be made from current revenues available to FWISD making the expenditures

**10. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

**11. DISPUTE RESOLUTION.** Each Party agrees to follow the rules and regulations of its own organization. In the event of a conflict between these rules and regulations, administrative representatives of both entities shall discuss the issue and seek a solution that is mutually beneficial, if determined feasible by the Parties.

**12. INDEMNIFICATION.**

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ACVC MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS FWISD, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF ACVC, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ACVC OR ANYONE THAT ACVC CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

b. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of Agreement.

c. ACVC understands and agrees that FWISD is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

**13. BINDING AGREEMENT.** The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.

**14. FORCE MAJEURE.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, or any similar cause beyond the reasonable control of the Parties.

**15. PUBLIC INFORMATION.** The Parties acknowledge that FWISD is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid request for public information. Therefore, FWISD hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. FWISD hereby agrees to notify ACVC of any request for public information that seeks disclosure of potentially confidential information under this Agreement.

**16. NOTICES.** All notices given by a party under this Agreement shall be delivered in writing either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative. The designated representative for each Party is as follows:

FWISD  
Kent P. Scribner - Superintendent  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107

ACVC  
Dr. Richard Weisbarth - President  
Alcon Children's Vision Center  
6201 South Freeway  
Fort Worth, Texas 76134

**17. MODIFICATION.** The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of ACVC and the FWISD.

**18. SURVIVAL.** All sections of this Agreement related to confidentiality and limitations of liability shall survive termination of this Agreement.

**19. ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their authorized successors and assigns. Except as expressly permitted hereunder, neither Party shall assign, sublicense, charge or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of the other Party.

**20. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining of the Agreement shall continue in full force and effect.

**21. COUNTERPARTS.** This Agreement may be executed in counterparts, copies of which, when taken together, shall be deemed to be an original and shall be binding on the Parties hereto. Facsimile and electronic copies will constitute valid evidence of execution.

**22. INDEPENDENT CONTRACTORS.** The relationship of the Parties is that of independent contractors and not employees or otherwise. Nothing in this Agreement shall be deemed to create any partnership, principal/agent, master/servant, or joint venture relationship between the Parties. Neither Party is granted any authority to bind the other or otherwise act as the representative of the other, unless otherwise agreed upon in a separate writing by the Parties.

**23. INSURANCE.** ACVC must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by FWISD. The fees for such insurance will be at the expense of ACVC.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**ALCON CHILDREN'S VISION CENTER**

\_\_\_\_\_  
Name: Kent P. Scribner  
Title: Superintendent

Richard Weisbarth  
Name: Richard Weisbarth  
Title: President

Date: \_\_\_\_\_

Date: 15 September 2021

APPROVED AS TO LEGAL FORM

BY: [Signature]  
Fort Worth ISD-Office of Legal Services

DATE: 9/22/2021



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE AFFILIATION AGREEMENT WITH TEXAS WESLEYAN UNIVERSITY TO PROVIDE ATHLETIC TRAINING STUDENTS FIELD AND CLINICAL EXPERIENCE**

**BACKGROUND:**

According to the Texas Department of Licensing and Regulating, “Athletic trainers provide a form of health care that includes preventing, recognizing, assessing, managing, treating, disposing of, and reconditioning athletic injuries.” Fort Worth ISD (FWISD) employs twenty-nine (29) Texas-licensed athletic trainers to care for the health and safety of the student athletes. Prior to taking the Board Examination, athletic trainers are required to obtain diverse field or clinical experience beyond the collegiate athletic setting of the institution in which they attend as part of their degree plan and the educational process. Universities seek partnerships and affiliations with school districts to provide their athletic training students field experience in interscholastic athletic settings.

Arlington Heights High School has previously served as a location for field and clinical experience by university athletic training students. The campus veteran athletic trainer has previously and successfully served as a preceptor for Texas Wesleyan University’s and Abilene Christian University’s athletic training programs and students. Texas Wesleyan University again seeks to partner with Fort Worth ISD, specifically Arlington Heights High School, to foster the education of students enrolled in their Athletic Training Program. This affiliation agreement is for the academic school year of 2021-2022 and involves no cost for services rendered or offered by either party.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Affiliation Agreement with Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience
2. Decline to Approve Affiliation Agreement with Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**          *Additional Details*

No Cost    Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Wesleyan University

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

Arlington Heights High School

**RATIONALE:**

The agreement will allow FWISD to promote learning through an external organization. Further, FWISD will provide the university athletic training students an educational experience not available in the locale of their university. Lastly, FWISD will benefit from the agreement by creating a potential pool of qualified athletic trainer applicants for any future District vacancies.

**INFORMATION SOURCE:**

Cherie Washington

**TEXAS WESLEYAN UNIVERSITY**  
***Affiliated Site Agreement***  
**2021-2022 Academic School Year**  
**1 Student Each Semester**

This agreement is between Texas Wesleyan University hereafter referred to as the University and **Fort Worth Independent School District** referred to as the Clinical Site. The term of this (Print name of your company or organization)

Agreement shall begin on August 1<sup>st</sup>, 2021 and end on May 31<sup>st</sup>, 2022; the 2021-2022 Academic School Year.

**I. PURPOSE AND DESCRIPTION**

The purpose of this agreement is established to provide a program of supervised clinical education for athletic training students of the University under the following terms and conditions. This program also provides an opportunity for students to become involved in early career exploration.

**II. TEXAS WESLEYAN UNIVERSITY RESPONSIBILITIES**

- A) The University will appoint a clinical coordinator to serve as liaison with the Clinical Site on matters relating to the student or this agreement.
- B) The clinical coordinator will work with the Clinical Site to develop positions, which meet the Clinical Site's staffing needs, as well as the personal, educational, and professional needs of students.
- C) The University shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous clinical education experiences. The University shall retain general responsibilities for content and methods of instruction, supervision, control, evaluation and related matters concerning the structure of the clinical education program and student admission to, dismissal from and participation in and faculty appointments to the clinical education program.
- D) The University shall inform the Clinical Site of the level of training the students have received prior to this placement. The University shall provide the Clinical Site with current information about its curriculum and clinical education goals.
- E) The University will require all participating Athletic Training students and University faculty members to carry health and professional liability insurance or the equivalent in amounts satisfactory to the Clinical Site and to provide evidence of such insurance upon request of the Clinical Site.
- F) The University will notify the student that he or she is responsible for:
  - 1) Respecting the confidentiality of information regarding patients and clients of the Clinical Site, and their records in accordance with the Clinical Site's policies and procedures.
  - 2) Adhering to the policies and procedures of the Clinical Site.
  - 3) Providing appropriate uniform where required.
  - 4) Arranging for his/her own transportation/parking.
  - 5) Immunizations where required.
  - 6) Background checks where required.
  - 7) Liability insurance where required.

### III. CLINICAL SITE RESPONSIBILITIES

- A) The Clinical Site shall provide a planned, supervised program of clinical education based on objectives compatible with those of the University.
- B) Qualified personnel will be provided by the Clinical Site to supervise the students directly during the clinical experience. The Clinical Site shall designate a staff member (the Clinical Site Coordinator) who will be responsible for working with the University and its faculty to coordinate and direct the clinical education program and the students' clinical experience.
- C) The Clinical Site agrees that all clinical preceptors must be physically present with students at all times and that students shall not take the place of professional staff.
- D) The Clinical Site agrees to have all certified athletic trainers responsible for supervising student's clinical education, satisfactorily complete a Clinical Preceptor Workshop that will be provided by the University.
- E) The Clinical Site Coordinator will provide an orientation to the students on the administrative policies, standards and practices, and of the Clinical Site. The Clinical Site will assume responsibility for actions of the students while they are under supervision during their clinical experience.
- F) The Clinical Site agrees to inform both the University and the student concerning the student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the University. The evaluation process will be completed during a conference between the supervisor and the student.
- G) The Clinical Site will permit periodic inspection by the University and accrediting agencies of its facilities, documentation of calibrations and safety checks, emergency action plans, and exposure control measures.

### IV. MUTUAL RESPONSIBILITIES

- A) The parties will work together to maintain an environment of quality practical learning experiences and quality educational participation. At the insistence of either party a meeting or conference will be promptly held between the Clinical Site Coordinator and University Clinical Coordinator.
- B) It is mutually agreed that no person shall be subject to unlawful discrimination of race, color, religion, sex, national origin, age, veteran status, and/or disability in connection with the program.
- C) This Agreement may be modified by written amendment signed by duly authorized representatives of each party.
- D) Either party upon 60 days written notice may terminate this agreement without cause. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled clinical training period.
- E) The University reserves the right to withdraw a student from the Clinical Site should the welfare of the student be compromised or if the facility does not maintain agreed upon conditions.
- F) The student will only be allowed to participate on site for a maximum of 350 hours.
- G) This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.
- H) If any portion of this Agreement, shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect."
- I) This Agreement is the final agreement of the parties; it supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties that relate to the subject matter of this Agreement."

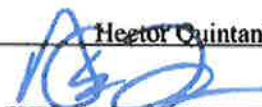
This agreement shall be effective when all signatory authorities have signed and agreed upon responsibilities above.

**TEXAS WESLEYAN UNIVERSITY**

*Signatory Authority for UNIVERSITY*

Title: Provost/Vice President of Academic Affairs

Name: Hector Quintanilla, PhD, CPA

 7/26/21  
Signature Date

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

*Signatory Authority for AFFILIATED CLINICAL SITE*

Title: \_\_\_\_\_

Name: \_\_\_\_\_


\_\_\_\_\_  
Signature Date

**ATHLETIC TRAINING PROGRAM**

*Signatory Authority for ATP SITE*

Title: ATP Program Director

Name: Pamela Rast, PhD., LAT, ATC

 7/25/2021  
Signature Date

**ARLINGTON HEIGHTS HIGH SCHOOL**

*Signatory Authority for AFFILIATED CLINICAL SITE*

Title: PRINCIPAL

Name: SARAH WEEKS

 8/2/21  
Signature Date

*Preceptor Signature*

Title: TRAINER

Name: KATHY MARTINO

  
Signature Date

**ATP Physical Address:**

Kinesiology Department  
Athletic Training Program  
1100 Collard Street  
Fort Worth, TX 76105

**Clinical Site Address:**

Arlington Heights High School (Fort Worth ISD)  
4501 West Freeway  
Fort Worth, TX 76107  
Main Phone: (817) 815-1000

Any questions regarding *athletic training education* please refer to:

**Pamela Rast, PhD, LAT, ATC** or

ATP Director  
Department of Kinesiology  
Texas Wesleyan University  
1201 Wesleyan  
Fort Worth, Texas 76105  
817-531-4876  
[prast@txwes.edu](mailto:prast@txwes.edu)

**Christina Kelley, MA, LAT, ATC**

ATP Coordinator of Clinical Education  
Department of Kinesiology  
Texas Wesleyan University  
1201 Wesleyan  
Fort Worth, Texas 76105  
817-531- 7526  
[cdkelley@txwes.edu](mailto:cdkelley@txwes.edu)

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**       **APPROVE AFFILIATION AGREEMENT IN SUPPORT OF THE TEXAS WOMAN’S UNIVERSITY AND THE UNIVERSITY OF NORTH TEXAS JOINT MASTER OF SOCIAL WORK PROGRAM**

**BACKGROUND:**

Several departments within the District hire licensed social workers. Such individuals are required to complete a mandatory internship prior to becoming a licensed Social Worker. Through the provision of an internship opportunity for such students, we are equipping our campuses with additional student support and our workforce with qualified candidates upon graduation.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Affiliation Agreement in Support of the Texas Woman’s University and the University of North Texas Joint Master of Social Work Program
2. Decline to Approve Affiliation Agreement in Support of the Texas Woman’s University and the University of North Texas Joint Master of Social Work Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Affiliation Agreement in Support of the Texas Woman’s University and the University of North Texas Joint Master of Social Work Program

**FUNDING SOURCE:**       *Additional Details*

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Woman’s University  
University of North Texas

**PURCHASING MECHANISM:**

Interlocal Agreement

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

Departments of Family and Community Resources  
Intervention Services  
Psychological Services

**RATIONALE:**

Approval of this request would allow various departments within the District to host a social work intern; thus, increasing campus-based support for students. Interns have the ability to provide direct student support to students under the guidance of a District employee who is a licensed social worker.

**INFORMATION SOURCE:**

Raúl Peña  
Cherie Washington

**AFFILIATION AGREEMENT  
IN SUPPORT OF THE TEXAS WOMAN'S UNIVERSITY AND THE UNIVERSITY OF NORTH TEXAS  
JOINT MASTER OF SOCIAL WORK PROGRAM  
AND  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**WHEREAS** the purpose of this AFFILIATION AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for social work students in the Texas Woman's University and the University of North Texas, **Joint Master of Social Work Program**, hereinafter referred to as "Program." This AFFILIATION AGREEMENT (the "AGREEMENT") is made between **TEXAS WOMAN'S UNIVERSITY ("TWU")**, **THE UNIVERSITY OF NORTH TEXAS ("UNT")**, on behalf of the **Joint Master of Social Work Program**, hereinafter referred to as "TWU-UNT JMSW," and **THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the state of Texas and a legally constituted independent school district, ("HOST AGENCY.") TWU, UNT and HOST AGENCY shall be collectively referred to hereinafter as the "Parties" or individually as a "Party."

**WHEREAS**, this AGREEMENT is intended and shall be interpreted to meet TWU's and UNT's accreditation standards related to affiliation agreements with social work field practicum affiliates which require at a minimum:

- The HOST AGENCY will provide student, and faculty, if applicable, access to appropriate resources for student education.
- TWU and UNT are ultimately responsible for the **Joint Master of Social Work** education program, academic affairs, and the assessment of students.
- TWU and UNT are primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- Shared responsibility of TWU, UNT, and HOST AGENCY for the specification of responsibility for treatment and follow-up when a social work student is exposed to an infectious or environmental hazard or other occupational injury.
- Shared responsibility of TWU, UNT, and HOST AGENCY for creating and maintaining an appropriate learning environment.
- Confirmation that TWU's and UNT's Social Work Program Directors as well as TWU's and UNT's JMSW Field Education Directors, have authority to ensure faculty and student access to appropriate resources for student education when those department heads are not also the service chiefs at affiliated institutions.

**WHEREAS**, neither Party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.



**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the Parties identified in this AGREEMENT agree as follows:

**A. Responsibilities of TWU and UNT**

1. TWU and UNT will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude, and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of TWU's and UNT's curriculum.
2. TWU and UNT will provide and maintain final evaluation of student's academic status and grade of record. TWU's and UNT's representatives for this AGREEMENT shall be faculty members appointed and assigned by TWU and/or UNT to serve as liaisons for the practicum experience and will be available for conferences and consultation as needed during the practicum course.
3. TWU and UNT will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. TWU and UNT will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
4. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background checks or immunization records. TWU and UNT will inform the students of their responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify TWU and UNT of its requirements of an acceptable criminal background check and required immunizations. TWU and UNT will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices and that the cost of any such test will be paid by the student, if not the HOST AGENCY.
5. TWU and UNT will advise students that they are required to comply with all of the HOST AGENCY's rules, regulations, policies, and procedures.
6. If requested by the HOST AGENCY, TWU, and UNT will provide instruction to the HOST AGENCY's staff with respect to TWU's and UNT's expectations regarding assessment of their respective students at the HOST AGENCY.
7. TWU and UNT will provide an orientation to the Agency Field Instructor(s) of program objectives, curriculum information, policies, and procedures. Forms and documents will be provided as required.
8. TWU and UNT warrant and represent that they provide occurrence-based professional liability insurance or self-insurance for their students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if TWU and UNT are public entities entitled to governmental immunity protections under applicable state law, then

TWU and UNT shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but TWU and UNT shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, TWU and UNT shall provide a certificate of insurance demonstrating coverage for students completing training at the HOST AGENCY.

#### **B. Responsibilities of the HOST AGENCY**

1. The HOST AGENCY agrees to accept select students from TWU and UNT for training.
2. The HOST AGENCY is responsible for all client services, as applicable.
3. The HOST AGENCY shall assign a qualified individual responsible for the supervision of the student. This individual shall be available to confer with the faculty member responsible for the practicum placement.
4. The HOST AGENCY shall submit all practicum related paperwork and student evaluations to the JMSW faculty member responsible for the practicum placement upon request.
5. The HOST AGENCY will take necessary measures to protect student safety (e.g., training in policy and procedures, providing information on conducting home visits and, or interacting with difficult clients and handling emergencies).
6. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately-resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for student education including: a) access to clients at HOST AGENCY facilities in an appropriately-supervised environment, in which the students can complete TWU's and UNT's curriculum; b) student security badges or other means of secure access to client care areas; c) access and required education for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; and e) secure storage space for students' personal items when at the HOST AGENCY, if available.
7. While in HOST AGENCY's facilities, students will have the status of trainees, are not to replace HOST AGENCY staff, and are not to render unsupervised client care and/or services. All services rendered by students must have educational value and meet the goals of the TWU-UNT JMSW Program. HOST AGENCY and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of training.
8. The HOST AGENCY will provide for the orientation of TWU-UNT JMSW participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.
9. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental

- hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, will refer such student to the nearest emergency facility. TWU and UNT will define for their students who bears financial responsibility for any charges generated.
10. To the extent the HOST AGENCY generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to TWU and UNT, and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, TWU and UNT hereby designate HOST AGENCY as a TWU and UNT officials with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to TWU's and UNT's records are required by HOST AGENCY to carry out the Program.
  11. The HOST AGENCY will provide written notification to TWU and UNT promptly if a claim arises involving a student. The HOST AGENCY, TWU and UNT agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
  12. The HOST AGENCY will resolve any situation in favor of its clients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify TWU-UNT JMSW Field Education Director if such an action is required. It is understood that only TWU and UNT can dismiss a student from their respective education degree Programs. If the HOST AGENCY requests removal of a student from the HOST AGENCY, however, TWU and UNT will comply with that request.

### **C. Mutual Responsibilities**

1. Representatives for each Party will be established on or before the execution of this AGREEMENT.
2. The Parties will work together to maintain an environment of high-quality client/patient care. At the request of either Party, a meeting or conference will promptly be held between TWU, UNT, and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the Program.
3. TWU and UNT will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using TWU and/or UNT facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.
4. TWU, UNT, and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, or any other basis protected by law.

5. TWU and UNT, including their faculty, staff, students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A and communicate student violations to TWU-UNT JMSW Field Education Director. TWU and UNT agree to require its students to adhere to the expectations set forth in Exhibit A.
6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the TWU-UNT JMSW Program if such an action is required and the reasons for such action. TWU and UNT may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. TWU and UNT will notify the HOST AGENCY if such action is required.

#### **D. Term and Termination**

This AGREEMENT is effective upon execution by the Parties and will continue for two (2) years. This AGREEMENT may be renewed for additional one (1)-year terms upon written agreement by the Parties.

This AGREEMENT may be terminated at any time and for any reason by any Party upon not less than ninety (90) days prior written notice to the other Parties. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled assignment at HOST AGENCY.

#### **E. Employment Disclaimer**

The students participating in the Program will not be considered employees or agents of TWU or UNT for any purpose nor of HOST AGENCY unless approved under a separate agreement consistent with the Joint Master of Social Work Program Policies. Students will not be entitled to receive any compensation from HOST AGENCY, TWU, or UNT or any benefits of employment from HOST AGENCY, TWU, or UNT, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of TWU or UNT.

**F. Health Insurance Portability and Accountability Act.**

Students participating in clinical education pursuant to this AGREEMENT are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E above, does not establish an employment relationship.

**G. No Agency Relationship between the Parties.**

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and no Party shall have the right or authority or shall hold itself out to have the right or authority to bind another Party, nor shall any Party be responsible for the acts or omissions of another, except as provided specifically to the contrary herein.

**H. Assignment**

This AGREEMENT will not be assigned by any Party without the prior written consent of the others.

**I. Governmental Immunity**

It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as an express or implied waiver by TWU, UNT, or HOST AGENCY of their governmental immunity or of their state governmental immunity; an express or implied acceptance by the Parties of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by any of the Parties of a debt, contract, or liability of another Party.

**J. No Special Damages**

In no event shall any Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by another Party or any third party, even if the Party has been advised of the possibility of such damages.

**K. Notices**

All notices provided by a Party to the others will be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other Parties as indicated below:

TWU:  
Texas Woman’s University  
**Joint Master of Social Work Program**  
Attn: Alex Colvin, PhD, LMSW  
P. O. Box 425887  
Denton, TX 76204  
(940) 898-2097 Telephone  
(940) 898-2068 Fax

If to HOST AGENCY:  
**Fort Worth Independent School District**  
Attn: Vicki Warren, Director  
100 University Dr, NW 250  
Fort Worth, TX, 76107  
817.814.2870

UNT:  
University of North Texas  
**Joint Master of Social Work Program**  
Attn: Brenda Sweeten, MSSW, LCSW  
1155 Union Circle #305370  
Denton, TX 76203-5017  
(940) 369-6991 Telephone

With Copies To:  
Fort Worth Independent School District  
Office of Legal Services  
100 N. University Drive Suite SW 172  
Fort Worth, TX 76107

**L. No Payments**

No payments shall be made between the Parties or to the students in connection with this AGREEMENT.

**M. Execution of AGREEMENT**

This AGREEMENT shall not become effective or in force until all of the below-named Parties have fully executed this AGREEMENT.

**N. Severability**

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

**O. Headlines**

Headlines in this AGREEMENT are for convenience only.

**P. Entire AGREEMENT**

This AGREEMENT contains the entire AGREEMENT of the Parties as it relates to this subject matter and may be modified only by a written amendment signed by the Parties.

***[Signatures on Following Page]***

**IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed by their duly-authorized representatives to be effective as of the day and year below written.**

**TEXAS WOMAN'S UNIVERSITY**

**Fort Worth Independent School District**

**Carolyn Kapinus**  
Digitally signed by Carolyn Kapinus  
Date: 2021.08.04 15:40:15 -05'00'

\_\_\_\_\_  
Tobi Jackson - Board President

Carolyn Kapinus, PhD  
Exec. Vice President for Academic Affairs & Provost

TWU APPROVED AS TO LEGAL FORM:

**Kimber Summers**  
Digitally signed by Kimber Summers  
Date: 2021.08.03 10:41:43 -05'00'

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**UNIVERSITY OF NORTH TEXAS**

DocuSigned by:  
  
9C7A42311AD2487...

Jennifer Cowley, PhD  
UNT Provost and Vice President for Academic Affairs

8/4/2021

\_\_\_\_\_  
Date

**Understood and Accepted**

**Understood and Acknowledged**

**Brenda Sweeten**  
Digitally signed by Brenda Sweeten  
Date: 2021.08.04 19:30:29 -05'00'

**Alex D. Colvin**  
Digitally signed by Alex D. Colvin  
Date: 2021.08.04 09:21:39 -05'00'

Brenda Sweeten, MSSW, LCSW  
JMSW Director of Field Education

Alex Colvin, PhD, LMSW  
JMSW Program Director



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

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

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services. In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

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

The FWISD OAE has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2021-2022 school year to ensure the student targets are met. Estimated cost of the FWISD Adult Education program for the 2021-2022 school year is \$2,222,901.40, which will be reimbursed as a subcontractor through this agreement.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**            *Additional Details*

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

Adult Education Locations Throughout Tarrant County

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sherry Breed

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 21-SPC-AEL-004      CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE:                      Adult Education and Literacy

CONTRACT PERIOD:                      From July 1, 2021    To    June 30, 2022

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$2,222,901.40

Adult Education and Literacy Funds Awarded	\$2,222,901.40
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Total Contract Amount	\$2,222,901.40
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This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Fort Worth Independent School District</u></p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax: _____</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

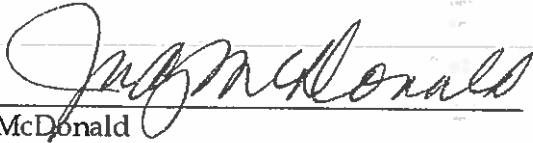
The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

**APPROVED:**

**TARRANT COUNTY LOCAL  
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Judy McDonald  
Executive Director

Kent Scribner  
Superintendent Fort Worth ISD

AA  
9/10/21

Date: 8-10-21

Date: \_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**        **APPROVE RESOLUTION TO PROCLAIM SEPTEMBER 27 THROUGH OCTOBER 1, 2021, AS “THE FUTURE IS BRIGHT: A WEEK OF SUICIDE PREVENTION”**

**BACKGROUND:**

The social emotional impact of COVID-19 has been significant on our students and families. We are seeing increased numbers of kids struggling with anxiety, depression and suicidal ideation during this time of masking and social isolation. In an ongoing effort to raise awareness of these needs, we are encouraging secondary students, teachers, and campus personnel to participate in the United Voices for Change (UV4C) fall awareness campaign, *The Future is Bright: A Week of Suicidal Prevention*, the week of September 27 – October 1. The City of Fort Worth plans to issue a similar proclamation.

**STRATEGIC GOAL:**

- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Resolution to Proclaim September 27 Through October 1, 2021, as “*The Future Is Bright: A Week of Suicide Prevention*”
2. Decline to Approve Resolution to Proclaim September 27 Through October 1, 2021, as “*The Future Is Bright: A Week of Suicide Prevention*”
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution to Proclaim September 27 Through October 1, 2021, as “*The Future Is Bright: A Week of Suicide Prevention*”

**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:**

Three (3) Fort Worth ISD students died by suicide last year. Students want a week of suicide prevention to help everyone in the learning community to know the suicide warning signs when a student is in distress or experiencing suicide ideation. When students are taught how to get help and how to help a friend get help, hopefully, the number of students at risk decline.

**INFORMATION SOURCE:**

Cherie Washington

# Proclamation

**Whereas**, Fort Worth ISD high school students in the United Voices for Change aspire to use student voices to make positive change in our communities and on our high school campuses. We join together to: diversify the participation of student voices and leaders, provide unique opportunities for student collaboration in addressing campus and community issues, give a broader platform to learn and practice leadership, model diverse opinions with respect and provide a safe, engaging, and empowering climate to build capacity for all students.

**Whereas**, mental health issues associated with COVID-19 are of great concern. Almost 11% of FWISD students seriously considered attempting suicide in 2019. Suicidal thoughts and mental health conditions can affect anyone regardless of age, gender or background. Suicide deaths in Tarrant County continue to increase and are now the second leading cause of death in ages 10-34. United Voices for Change is dedicated to eradicating death by suicide through intentional awareness activities and education in a dedicated time frame with collective passion and strength. Honest conversations about difficult topics like suicide can change a life.

**Whereas**, United Voices for Change have organized another week of suicide prevention activities September 27-October 1, 2021. Designated days include: Wear Green for Mental Health Awareness on Monday. Tuesday, Be a Lifeline. Post pictures of #tag signs and school banners on social media. On Wednesday, Wear Purple or Teal to Support Suicide Awareness. Make morning announcements about suicide awareness and how to get help. Team up Against Suicide on Thursday by wearing your favorite team shirt. To celebrate The Future is Bright on Friday, wear college t-shirts, tie-dye shirts and bright colors with sunglasses.

**Whereas**, all children have a right to a bright future and know they are important, the week of September 27-October 1, 2021 is hereby proclaimed to be "The Future is Bright: A Week of Suicide Prevention". And be it further resolved this body enthusiastically endorses and commits to engage in the suicide awareness activities in an effort to shed light on this highly taboo and stigmatized topic to make Fort Worth children the safest in the world.

Dated this 28th of September, 2021

\_\_\_\_\_  
**Tobi Jackson, Board President, District 2**

\_\_\_\_\_  
**Quinton Phillips, First Vice President, District 3**

\_\_\_\_\_  
**Daphne Brookins, Second Vice President, District 4**

\_\_\_\_\_  
**Carin "CJ" Evans, Board Secretary, District 5**

\_\_\_\_\_  
**Jacinto Ramos, Jr., District 1**

\_\_\_\_\_  
**Anne Darr, District 6**

\_\_\_\_\_  
**Michael Ryan, District 7**

\_\_\_\_\_  
**Anael Luebanos, District 8**

\_\_\_\_\_  
**Roxanne Martinez, District 9**

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**        **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**

**BACKGROUND:**

The concept of Districts of Innovation was developed and passed by the 84<sup>th</sup> Legislature. Districts across the state have followed the process described in this report to give themselves many of the freedoms and flexibilities enjoyed by having greater local control in serving local students. On February 16, 2017, the Fort Worth Independent School District (FWISD) Board of Trustees approved a five (5) year District of Innovation plan. The current FWISD District of Innovation plan ends in March 2022.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees to Initiate the Process of Designation of Innovation Under House Bill (HB) 1842
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees to Initiate the Process of Designation of Innovation Under House Bill (HB) 1842
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable



**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

HB 1842 created a path for districts to address their own, local needs through flexibility from Texas Education Code and Commissioner’s Rules that the District sees it can address more effectively. District of Innovation status provides a way to address unfunded mandates with local common sense, as well as work around stringent requirements in a creative, innovative way. It gives traditional school districts most of the flexibility available to Texas’ open enrollment charter schools. To access these flexibilities, a school district must establish a process to produce an Innovation Plan, as set forth in Texas Education Code.

**INFORMATION SOURCE:**

Karen Molinar  
David Saenz

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT TO INITIATE THE PROCESS OF DESIGNATION OF A DISTRICT OF INNOVATION UNDER HB 1842**

**WHEREAS**, the Fort Worth Independent School District Board of Trustees is committed to providing students exceptional opportunities; and,

**WHEREAS**, HB 1842 passed by the 84<sup>th</sup> Texas Legislature provides Texas public school districts the opportunity to be designated as Districts of Innovation; and,

**WHEREAS**, Texas districts designated as Districts of Innovation may be exempted from a number of state statutes; and,

**WHEREAS**, the Fort Worth Independent School District Board of Trustees believes in supporting innovation; and,

**WHEREAS**, the Fort Worth Independent School District Board of Trustees believes that it can be a better decision-making body for students when it has freedom to exercise local control over the decision-making process; and,

**WHEREAS**, HB 1842 requires districts seeking to be designated as Districts of Innovation to develop a local innovation plan; and,

**WHEREAS**, the Fort Worth Independent School District Board of Trustees believes that a local innovation plan, if created, should be developed in conjunction with the District's strategic plan; and,

**WHEREAS**, before considering the continuation of a local innovation plan, the Fort Worth Independent School District Board of Trustees will ensure that the District receives feedback from District stakeholders.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fort Worth Independent School District, on September 28, 2021, initiates the process of continuing the designation of the District as a District of Innovation under HB 1842.

Adopted on this **28<sup>th</sup>** 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  
September 28, 2021**

**TOPIC:       APPROVE APPLICATION FOR THE WAIVER OF THE  
2021-2022 REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION**

**BACKGROUND:**

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades Pre- Kindergarten through Grade Four (4) meet the requirements of the Texas Education Code (TEC) 25.112. If the review indicates any class for grades Pre-K - 4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112 (d). An exception request must be approved by the school District's Board of Trustees. We are asking the Fort Worth Independent School District School Board Members to approve the Texas Education Agency (TEA) Waiver request for maximum class size.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Application for the Waiver of the 2021-2022 Request for Maximum Class Size Exception
2. Decline to Approve Application for the Waiver of the 2021-2022 Request for Maximum Class Size Exception
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Elementary Schools

**RATIONALE:**

Additional staff have been reassigned and placed in order to make the teacher ratio 22:1. Despite the addition of staff, we still have challenges over the established 22:1 ratio, and we recommend applying for a class waiver.

**INFORMATION SOURCE:**

Raúl Peña

Class Waivers

2020-2021 Cost Estimate Out of Compliance Teacher Stipend

72 Out of Compliance Classrooms after leveling (88 identified)

Estimated 80 classrooms x 9 periods x \$250 = \$180,000 + 12% (fringes) \$21,600.00

2019-2020 Cost for Out of Compliance Teacher Stipends

105 Out of Compliance Classrooms

\$252,000.00, includes fringes.

2018-2019 Cost for Out of Compliance Teacher Stipends

87 Out of Compliance Classrooms

\$190,120.00, includes fringes.

Out of Compliance Classrooms Reduced to 22:1 Due to Leveling = 16

LOC #	SCHOOL	GRADE	DL	ESL	RP	TTL	Count OOC	Virtual	In Person	Notes
119	E M Daggett	3 RD	21	0	2	23	0	7	14	Rebalance effective 11/6 per ED
134	Greenbriar	3 RD	29	0	1	30	0			Reallocated FTE within campus to alleviate overcrowding
110	Carroll Peak	2 ND	0	0	23	23	0			Will be rebalanced per ED
156	Ridglea Hills	KINDER	0	0	23	22	0	0	22	ED rebalanced
111	Carter Park	KINDER	23	0	2	25	0			Reallocated FTE withing campus to alleviate overcrowding
111	Carter Park	KINDER	23	0	3	26	0			Reallocated FTE withing campus to alleviate overcrowding
152	Oaklawn	1 ST	21	0	2	23	0	10	11	Rebalanced per ED
105	West Handley	2 ND	23	0	1	24	0			Transferred PC 15070 to alleviate overcrowding
162	Sagamore Hill	1 ST	24	0	1	25	0			Reallocated FTE within campus to alleviate overcrowding
162	Sagamore Hill	1 ST	24	0	1	25	0			Reallocated FTE within campus to alleviate overcrowding

188	Atwood McDonald	1 ST	0	0	23	23	0			Reallocated FTE within campus to alleviate overcrowding
188	Atwood McDonald	2 ND	0	0	23	23	0			Reallocated FTE from 171 to alleviate overcrowding
188	Atwood McDonald	2 ND	0	0	25	25	0			Reallocated FTE from 171 to alleviate overcrowding
206	Bill J Elliott	4 TH	0	0	24	24	0			Reallocated FTE from 171 to alleviate overcrowding
206	Bill J Elliott	4 TH	0	0	25	25	0			Reallocated FTE from 219 to alleviate overcrowding
206	Bill J Elliott	KINDER	0	0	25	25	0			Reallocated FTE from 219 to alleviate overcrowding

Out of Compliance Classrooms Over 22:1 = 72

LOC #	SCHOOL	GRADE	DL	ESL	RP	TTL	Count OOC	Virtual	In Person	Notes
115	George C. Clarke	3 RD	23	0	1	24	1	9	15	Full, cannot rebalance
119	E M Daggett	2 ND	22	0	2	24	1	9	15	Full, cannot rebalance
119	E M Daggett	2 ND	21	0	3	24	1	15	9	Full, cannot rebalance
121	De Zavala	2 ND	1	0	22	23	1	6	17	Full, cannot rebalance
220	Alice D. Contreras	3 RD	21	0	3	24	1	7	17	Full, cannot rebalance
220	Alice D. Contreras	3 RD	24	0	0	24	1	10	14	Full, cannot rebalance
220	Alice D. Contreras	4 Th	26	0	1	27	1	10	17	Full, cannot rebalance
220	Alice D. Contreras	4 Th	27	0	0	27	1	15	12	Full, cannot rebalance
138	H V Helbing	3 RD	23	0	0	23	1	16	7	Full, cannot rebalance
138	H V Helbing	3 RD	24	0	0	24	1	15	9	Full, cannot rebalance
150	Oakhurst	1 ST	24	0	0	24	1	24	0	Virtual teacher
150	Oakhurst	2 ND	0	2	24	26	1	9	17	Full, cannot rebalance
150	Oakhurst	4 TH	23	0	0	23	1	9	14	Rebalance possible
151	Natha Howell	2 ND	23	0	1	24	1	9	15	Full, cannot rebalance
223	Cesar Chavez	4 Th	1	0	24	25	1	6	19	Full, cannot rebalance
225	Bonnie Brae	1 ST	23	0	0	23	1	12	11	Full, cannot rebalance
114	Manuel Jara	1 ST	0	0	23	23	1	6	17	Rebalance possible
114	Manuel Jara	3 RD	22	0	1	23	1	10	13	Full, cannot rebalance
114	Manuel Jara	3 RD	23	0	0	23	1	7	16	Rebalance possible
161	Sam Rosen	3 RD	0	0	23	23	1	11	12	Full, cannot rebalance
172	W J Turner	2 ND	25	0	0	25	1	13	12	Full, cannot rebalance

172	W J Turner	3 RD	0	0	25	25	1	7	18	Full, cannot rebalance
172	W J Turner	3 RD	26	0	1	27	1	15	12	Full, cannot rebalance
224	M G Ellis Primary	KINDER	22	0	1	23	1	9	14	Full, cannot rebalance
224	M G Ellis Primary	KINDER	22	0	1	23	1	9	14	Rebalance possible
227	Dolores Huerta	2 ND	20	0	3	23	1	18	5	Rebalance possible
227	Dolores Huerta	2 ND	24	0	1	25	1	15	10	Full, cannot rebalance
227	Dolores Huerta	3 RD	22	0	1	23	1	12	11	Rebalance possible
227	Dolores Huerta	3 RD	22	0	3	25	1	15	10	Full, cannot rebalance
227	Dolores Huerta	KINDER	22	0	1	23	1	8	14	Full, cannot rebalance
131	Rosemont	4 TH	21	0	3	24	1	6	18	Full, cannot rebalance
131	Rosemont	4 TH	24	0	0	24	1	9	15	Rebalance possible
134	Greenbriar	4 TH	0	3	21	24	1	10	14	Full, cannot rebalance
137	Hubbard Heights	2 ND	21	0	2	23	1	8	15	Rebalance possible
137	Hubbard Heights	3 RD	0	0	23	23	1	6	17	Full, cannot rebalance
137	Hubbard Heights	4 TH	0	0	23	23	1	6	17	Full, cannot rebalance
165	Richard J. Wilson	3 RD	24	0	0	24	1	11	13	Full, cannot rebalance
184	Worth Heights	2 ND	23	0	0	23	1	11	12	Full, cannot rebalance
226	Seminary Hills Park	3 RD	0	8	16	24	1	9	15	Full, cannot rebalance
110	Carroll Peak	KINDER	23	0	1	24	1	2	22	Full, cannot rebalance
143	D Mc Rae	2 ND	23	0	0	23	1	11	22	Full, cannot rebalance
208	T A Sims	2 ND	24	0	1	25	1	6	20	Full, cannot rebalance
208	T A Sims	KINDER	20	0	6	26	1	9	17	Full, cannot rebalance
209	Edward J Briscoe	KINDER	0	1	22	23	1	6	17	Rebalance possible
209	Edward J Briscoe	KINDER	0	5	18	23	1	0	23	Full, cannot rebalance
107	Burton Hill	2 ND	0	0	23	23	1	6	17	Full, cannot rebalance
149	North Hi Mount	KINDER	0	0	25	25	1	14	11	Full, cannot rebalance
166	South Hi Mount	4 TH	24	0	0	24	1	10	14	Full, cannot rebalance
111	Carter Park	1 ST	22	0	2	24	1	17	8	Rebalance possible
111	Carter Park	1ST	21	0	4	25	1	19	6	Full, cannot rebalance
111	Carter Park	2 ND	0	1	22	23	1	9	14	Full, cannot rebalance

111	Carter Park	KINDER	0	0	24	24	1	11	13	Full, cannot rebalance
132	Glen Park	2 ND	0	1	22	23	1	13	10	Full, cannot rebalance
132	Glen Park	3 RD	24	0	0	24	1	9	14	Full, cannot rebalance
132	Glen Park	4 TH	15	0	9	24	1	11	13	Full, cannot rebalance
133	W M Green	4 TH	23	0	3	26	1	13	13	Full, cannot rebalance
186	David K Sellars	3 RD	1	0	22	23	1	10	13	Full, cannot rebalance
186	David K Sellars	3 RD	0	0	23	23	1	13	10	Full, cannot rebalance
186	David K Sellars	KINDER	21	0	2	23	1	9	14	Full, cannot rebalance
163	Bruce Shulkey	4 TH	0	0	23	23	1	13	10	Rebalance possible
163	Bruce Shulkey	4 TH	0	0	23	23	1	9	14	Full, cannot rebalance
216	Woodway	3 RD	4	0	23	27	1	10	17	Full, cannot rebalance
216	Woodway	4 TH	25	0	1	26	1	10	15	Full, cannot rebalance
157	Luella Merrett	4 TH	0	0	24	24	1	7	17	Full, cannot rebalance
157	Luella Merrett	4 TH	1	0	23	24	1	6	18	Rebalance possible
207	Westpark	3 RD	0	1	24	25	1	25		Virtual teacher
207	Westpark	4 Th	0	1	23	24	1	24		Virtual teacher
127	C C Moss	3 RD	20	0	6	26	1	14	12	Full, cannot rebalance
141	Meadowbrook	2 ND	26	0	1	27	1	7	20	Full, cannot rebalance
141	Meadowbrook	KINDER	20	0	4	24	1	13	11	Rebalance possible
141	Meadowbrook	KINDER	20	0	5	25	1	12	13	Full, cannot rebalance
162	Sagamore Hill	2 ND	22	0	1	23	1	12	11	Full, cannot rebalance



**CONSENT AGENDA ITEM  
BOARD MEETING  
SEPTEMBER 28, 2021**

**TOPIC:       APPROVE ADDITIONAL FUNDS FOR ANNUAL MAINTENANCE  
RENEWAL FOR THE DISTRICT’S ENTERPRISE RESOURCES  
PLANNING SYSTEM**

**BACKGROUND:**

On August 24, 2021, the annual maintenance renewal of the District’s Enterprise Resource Planning (ERP) solution was presented to the Board of Trustees. The cost identified on the consent agenda item did not match the total on the quote that was included with the consent agenda item. We are requesting approval of additional funds.

-Presented at 8/24/21 Meeting.....\$547,452.86  
-Additional Funds to be Approved.....\$23,318.62  
-Correct Total.....\$570,771.48

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resource Planning System
2. Decline to Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resource Planning System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Funds for Annual Maintenance Renewal for the District's Enterprise Resource Planning System

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$23,318.62

**VENDOR:**

Tyler Technologies, Inc.

**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 the Interlocal Purchasing System (TIPS), Contract #181203. Supporting documentation is attached. This vendor was originally selected through RFP 06-131.

***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**

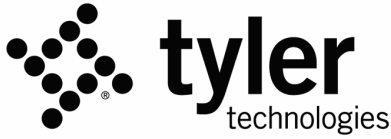
District-Wide

**RATIONALE:**

Approval of this item will allow the District to continue to receive support and maintenance for the ERP system during the 2021-2022 school year.

**INFORMATION SOURCE:**

Marlon Shears



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

**Empowering people who serve the public®**

Company	Order No.	Date	Page
045	161174	08/31/2021	1 of 3

**Questions**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

To: Fort Worth Independent School District  
 Attn: Accounts Payable  
 100North University Drive  
 Suite 140E  
 Fort Worth , TX 76107  
 United States

Ship To: Fort Worth Independent School District  
 Attn: Accounts Payable  
 100North University Drive  
 Suite 140E  
 Fort Worth , TX 76107  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: MUNIS							
1 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	86,551.31	.00	86,551.31
2 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	19,856.77	.00	19,856.77
3 Renewal: SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	9,334.88	.00	9,334.88
4 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	24,985.75	.00	24,985.75
5 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	9,674.29	.00	9,674.29
6 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	8,146.01	.00	8,146.01
7 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	17,649.68	.00	17,649.68
8 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	21,722.68	.00	21,722.68
9 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	9,334.88	.00	9,334.88



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

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**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	161174	08/31/2021	2 of 3

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	21,722.68	.00	21,722.68
11 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	21,722.68	.00	21,722.68
12 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	14,934.34	.00	14,934.34
13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	56,003.77	.00	56,003.77
14 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	13,576.67	.00	13,576.67
15 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	22,401.52	.00	22,401.52
16 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	15,681.42	.00	15,681.42
17 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	17,649.68	.00	17,649.68
18 Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	7,467.18	.00	7,467.18
19 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	15,681.42	.00	15,681.42
20 Renewal: SUPPORT & UPDATE LICENSING - TYLER CASHIERING <b>Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months</b>	No	1	1	EA	26,135.03	.00	26,135.03



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	161174	08/31/2021	3 of 3

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**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21 Renewal: TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months :	No	1	1	EA	5,656.95	.00	5,656.95
22 Renewal: GUI UNLIMITED LICENSE SUPPORT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months :	No	1	1	EA	13,650.00	.00	13,650.00
23 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	21,990.09	.00	21,990.09
24 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
25 Renewal: SUPPORT & UPDATE LICENSING - ePROCUREMENT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	10,108.15	.00	10,108.15
26 Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
27 Renewal: TRANSPARENCY PORTAL Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	19,133.65	.00	19,133.65

Does not include any applicable taxes

Order Total: **570,771.48**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



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](#)

<b>OVERVIEW</b>	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **Tyler Technologies Inc**

PO Box 203556 Dallas TX,75320

WEBSITE [www.tylertech.com](http://www.tylertech.com)

SERVICE/PRODUCTS DESCRIPTION

With more than 15,000 clients, Tyler Technologies is the largest provider of software and services for the public sector. Tyler provides end-to-end software and services to help state and local government and schools be more effective, efficient and responsive to the people they serve. Because of our singular mission and decades of industry experience, we have a unique understanding of and expertise in all aspects of the public sector and interact with more than 11,000 jurisdictions and agencies. Tyler solutions empower local and county governments, schools and other public sector entities to better serve citizens. We provide the industry's broadest line of software products, and offer clients a single source for all their information and technology needs in several major areas: Financial and Human Resources, K-12 School solutions, Courts & Justice, Appraisal and Tax, Record & Document Management, Citizen Services, Planning, Permitting & Licensing and Public Safety.

CONTRACT: **181203** **Management Software and Services**

End Date: Feb-28-2022 EDGAR COMPLIANCE: [View Doc.](#)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       APPROVE PANORAMA TO MONITOR AND SUPPORT SOCIAL-  
EMOTIONAL LEARNING AND ENGAGEMENT**

**BACKGROUND:**

Social-emotional learning (SEL) teaches both students and adults to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. To cultivate a caring, participatory, and equitable learning environment, we must actively involve all students and adults in social-emotional learning to promote academic growth.

Research tells us that trauma informed practices help meet basic needs and build a sense of ‘felt’ safety. When we feel safe, we trust and build relationships. As we build SEL skills, we build meaningful relationships. Restorative practices, and circle time especially, offer a powerful means to practice these SEL skills and build a strong sense of community. As we become more socially and emotionally competent we can add brave conversations about race and equity within our classrooms and in the school community to elevate the worth and dignity of every student.

As we work to achieve our student outcome goals, it is evident that we must plan for and intentionally cultivate a caring equitable learning environment. As a district, we need a system to measure needs, monitor implementation, and support SEL activities to help principals and teachers develop healthy school communities that prepare EACH student for success in college, career and community leadership.

On July 27, 2021, the Panorama was presented to the Board of Trustees. The cost identified on the consent agenda item did not match the total on the quote that was included with the consent agenda item. We are requesting approval of the correct amount.

- Presented at 7/27/2021 Meeting .....\$174,324.09    - Correct Total.....\$196,200.00
- Funds to correct total.....\$21,875.91

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Panorama to Monitor and Support Social-Emotional Learning and Engagement
2. Decline to Approve Panorama to Monitor and Support Social-Emotional Learning and Engagement
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**            *Additional Details*

General Fund                              State Comp Ed Funds 199-11-6399-001-xxx-24-307-000000

**COST:**

Not-to-Exceed - \$21,875.91

**VENDOR:**

Panorama Education

**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:**

All Schools PK-12

**RATIONALE:**

The District implemented the Panorama system in fall 2020 to allow the district to collect and analyze data at the district, campus, and classroom level on social-emotional learning, school climate, and family engagement to improve student outcomes. Additionally, the system provides teacher and campus resources for addressing identified student needs.



**INFORMATION SOURCE:**

Karen Molinar  
Jerry Moore

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:        **APPROVE GRADE 7 READING DIAGNOSTIC INSTRUMENT WAIVER WITH THE TEXAS EDUCATION AGENCY (TEA)****

**BACKGROUND:**

Texas Education Code (TEC.28.006) requires school districts to administer a reading instrument adopted by the Education Commissioner to 7<sup>th</sup> Grade students at the beginning of the year who did not demonstrate reading proficiency on the Grade 6 State of Texas Assessments of Academic Readiness Reading test. Local education agencies are required to use one of four diagnostic assessments adopted by the Commissioner or submit a waiver that has been approved by the local board of trustees to use another instrument.

Since 2019, Fort Worth ISD has used North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Reading Growth assessments to measure achievement and growth in reading and language usage. The assessment provides teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level. NWEA MAP also connects to the largest set of instructional content providers, giving educators flexibility in curriculum choices.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Grade 7 Reading Diagnostic Instrument Waiver with the Texas Education Agency (TEA)
2. Decline to Approve of Grade 7 Reading Diagnostic Instrument Waiver with the Texas Education Agency (TEA)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

***Purchasing Support Documents Needed:***

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

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

All Fort Worth ISD Middle School Campuses

**RATIONALE:**

NWEA MAP Growth Assessment is a reliable and valid reading assessment for measuring achievement and growth. MAP Growth assessment provides accurate and actionable information that helps identify and plan targeted Tier 1 instruction and interventions for students. Detailed reports provide data for teachers and administrators which allow for intentional planning and lesson design for students to assist with reading skills.

**INFORMATION SOURCE:**

Marcey Sorensen

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       APPROVE LONE STAR GOVERNANCE QUARTERLY BOARD  
PROGRESS TRACKER**

**BACKGROUND:**

The purpose of Lone Star Governance (LSG) is to provide coaching and support, through a continuous improvement framework, for school governing teams (Boards in collaboration with their Superintendents) that choose and commit to intensely focus on the objective to improve student outcomes. The Board will self-evaluate its performance every three months on research-based governance behaviors utilizing the Quarterly Progress Tracker, a tool used to monitor the progress of Board self-evaluation scores using the LSG Integrity Instrument.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Lone Star Governance Quarterly Board Progress Tracker
2. Decline to Approve Lone Star Governance Quarterly Board Progress Tracker
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Lone Star Governance Quarterly Board Progress Tracker

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD Board of Trustees

**RATIONALE:**

Approval of the Quarterly Board Progress Tracker will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework and will ensure governance behaviors are on target to improve student outcomes. The tracker supports the underlying belief that leadership matters and leaders' choices have the power to be transformative in the lives of our students.

**INFORMATION SOURCE:**

Fort Worth ISD Board of Trustees  
Kent Scribner  
Karen Molinar

## QUARTERLY PROGRESS TRACKER

School Board: Fort Worth ISD				Date: 9/14/2021		Quarter: 4
Framework	Three Quarters Ago	Two Quarters Ago	One Quarters Ago	Current Quarter	Next Quarter Targets	Total Points Possible
Vision and Goals 1	12	12	12	12	15	15
Vision and Goals 2	4	12	12	1	15	15
Vision and Goals 3	3	3	3	3	9	10
Vision and Goals 4	4	4	4	1	5	5
Progress and Accountability 1	12	12	15	0	15	15
Progress and Accountability 2	2	2	2	2	4	5
Systems and Processes	4	12	12	1	12	15
Advocacy and Engagement	1	1	3	0	3	10
Synergy and Teamwork	9	9	9	0	1	10
<b>Total</b>	<b>51</b>	<b>67</b>	<b>72</b>	<b>20</b>	<b>79</b>	<b>100</b>

**By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate**

<i>Board Member Signatures:</i>	<b>% Student Outcome Minutes</b>	<b>Vote Count for</b>	<b>Vote Count Against</b>

**EVALUATION NOTES**

The standard of evidence for items where board action is required will be the minutes of the meeting during which the board voted to take the described action. Where an opinion of the board is required, a resolution or vote passed by the board will meet the standard of evidence. Any board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to [LSG@tea.texas.gov](mailto:LSG@tea.texas.gov).

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

**TOPIC:**        **APPROVE 2021-2022 STUDENT CODE OF CONDUCT**

**BACKGROUND:**

Chapter 37.001 of the Texas Education Code (TEC) mandates that each school district shall, with the advice of a district-level committee, adopt a *Student Code of Conduct*. It also states that the Student Code of Conduct shall stand as an authoritative document on its own and the Board of Trustees has the force of local policy. The content of the Student Code of Conduct is required by law to: 1) communicate to students, parents, school staff and the community exactly what is expected of students, and 2) how misconduct will be handled. The document was reviewed by the School District Office of Legal Services and the District Advisory Committee.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2021-2022 Student Code of Conduct
2. Decline to Approve 2021-2022 Student Code of Conduct
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2021-2022 Student Code of Conduct

**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:**

Student Discipline and Placement

**RATIONALE:**

The Student Code of Conduct is a state mandated document under the Texas Education Code (Sec. 37.001).

**INFORMATION SOURCE:**

Cherie Washington



## Executive Summary

### **Student Code of Conduct 2021-2022**

The FWISD Student Code of Conduct (SCOC) is revised each year to communicate expectations to students, parents, school district staff, and the community. During the fall 2020 semester, a cross functional team with representatives from Equity and Excellence, Student and School Support, and Student Support Services convened to review and revise the SCOC. The intention being, to better reflect our commitment to equitable and restorative practices and to understanding the mitigating factors behind student behavior.

State mandated changes are provided in odd numbered years following a legislative session. This year, the Texas Association of School Boards has provided preliminary change recommendations as the legislation is still in special session.

- **Mandatory only Central Office Conferences** – Central Office Conferences (COC’s) to consider student placement in a District Alternative Education Program (DAEP) will be limited to Mandatory Student Code of Conduct Violations (*SCOC pages 27-35*).

Mandatory violations include:

- on campus felony offenses
  - on or off campus Title 5 felonies
  - drug offenses with citation
  - assault w/bodily injury against student or staff with citation
  - terroristic threat with citation
  - illegal weapons on campus
- 
- **On Campus Intervention (OCI)** – A cross functional support team developed a standardized set of program guideposts with restorative principles and will provide ongoing professional development to all OCI teachers and administrators in the 2021-2022 school year.
- 
- **Legislation** – 2021 Legislative Bills that have passed are included in the 2021-2022 SCOC. Any subsequent changes resulting from special sessions will be added as soon as confirmed.

- 
- **House Bill (HB) 375** amends the offense of continuous sexual abuse of a young child under Texas Penal code 21.02 to include continuous sexual abuse of “a disabled individual” and amends the name of the offense to reflect this change (*SCOC updated pages 35 and 37 to include amendment*).
  
  - **HB 785** amends chapter 37 with respect to disciplinary placements, restraint procedures, and behavioral intervention or improvement plans for students with disabilities. While revisions to the text of the Student Code of Conduct were not necessary as a result of this change in law, Editorial Notes regarding this bill have been updated in the section Discipline Management Techniques – Students with Disabilities (*SCOC updated pages 15-16*).
  
  - **HB 957** removes a firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05. The bill also repeals the definition of a firearm silencer from Chapter 46 of the Texas Penal Code and adds a chapter to the Texas Government Code regarding firearm suppressor regulation (*SCOC page 37, firearm silencer was removed from definition*).
  
  - **Senate Bill (SB) 248** expands the definition of e-cigarette under Texas Health and Safety Code 161.081 to include a consumable liquid solution or other material aerosolized or vaporized during the use of an e-cigarette or other device, as defined by law (*SCOC updated pages 14 and 50 to include new definition*).
  
  - **SB 530** Expands the offense of harassment under Texas Penal Code 42.07 to include publishing on a website, including a social media platform, repeated electronic communications that are reasonable likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law (*SCOC pages 22, 29 and 51 were updated to include expansion*).
  
  - **SB 768** Creates a new penalty group under the Texas Controlled Substances Act for fentanyl and related substances (*SCOC page 50 Fentanyl was added to Controlled Substances definition*).

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:       APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
AUGUST 31, 2021 AND OPERATIONAL TRANSFER**

**BACKGROUND:**

The 2021-2022 General Fund Budget and Interest and Sinking Budget were each initially adopted on June 22, 2021. During the month of August 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. The District issued bonded debt and refunded existing debt in July, and this amendment provides for the budgetary changes in the Interest and Sinking Budget associated with those transactions. An operational transfer also included transferring \$25M (Million) from the Internal Service Fund to the Real Estate Proceeds Fund. 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 August 31, 2021 and Operational Transfer
2. Decline to Approve Budget Amendment for the Period Ended August 31, 2021 and Operational Transfer
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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**

	<b>Consolidated General Fund 2021-2022 Budget 7/31/2021</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2021-2022 Amended Budget 8/31/2021</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$ 459,971,554	\$0	\$459,971,554
5800 State Revenue	330,087,019	0	330,087,019
5900 Federal Revenue	14,931,000	0	14,931,000
7900 Other Sources	9,500,000	0	9,500,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$814,489,573</b>	<b>\$0</b>	<b>\$814,489,573</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$487,486,217	(\$6,801,142)	\$480,685,075
12 Instruction Resources and Media Services	\$12,467,305	\$0	\$12,467,305
13 Curriculum and Instructional Staff Development	\$12,808,751	\$39,441	\$12,848,192
21 Instructional Administration	\$16,210,897	\$0	\$16,210,897
23 School Administration	\$52,015,060	\$0	\$52,015,060
31 Guidance and Counseling Services	\$49,102,901	\$0	\$49,102,901
32 Social Work Services	\$5,524,281	\$0	\$5,524,281
33 Health Services	\$11,841,876	\$0	\$11,841,876
34 Student Transportation	\$23,681,360	(\$55,010)	\$23,626,350
35 Food Services	\$1,026,213	\$0	\$1,026,213
36 Cocurricular/Extracurricular Activities	\$17,260,842	\$0	\$17,260,842
41 General Administration	\$24,791,313	\$0	\$24,791,313
51 Plant Maintenance and Operations	\$103,160,637	\$575,275	\$103,735,912
52 Security and Monitoring Services	\$21,367,615	(\$220,265)	\$21,147,350
53 Data Processing Services	\$17,953,972	\$6,461,701	\$24,415,673
61 Community Services	\$5,443,886	\$0	\$5,443,886
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$148,050	\$0	\$148,050
95 Payments to Juvenile Justice Alt Ed Program	\$285,000	\$0	\$285,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,901,500	\$0	\$2,901,500
<b>Total Budgeted Expenditures</b>	<b>\$865,477,676</b>	<b>\$0</b>	<b>\$865,477,676</b>
<b>Total Deficit</b>	<b>(\$50,988,103)</b>	<b>\$0</b>	<b>(\$50,988,103)</b>
Beginning Fund Balance (Unaudited)	205,978,944		205,978,944
Fund Balance-Ending (Unaudited)	<b>\$154,990,841</b>		<b>\$154,990,841</b>

		August 31, 2021 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
	5700			
	5800			
	5900			
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Function</b>				
	<b>Expenses</b>			
11	Transfer to function 53 to fund VATRE IT projects, Google Suite, Cybersecurity, Physical Security, Munis, AV Support, Mobile Device Mgmt, and Cisco Enterprise		3,059,289	
	Transfer to function 53 to fund VATRE Rolled POs for IT projects, BearCom		3,702,412	
	Transfer to function 13 for professional development with NWEA for Leadership Academies		39,441	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 11</b>	<b>0</b>	<b>6,801,142</b>	<b>(6,801,142)</b>
12	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>0</b>	<b>0</b>
13	Transfer from function 11 for professional development with NWEA for Leadership Academies	39,441		
	Campus/Dept. normal course of District operations			
		<b>39,441</b>	<b>0</b>	<b>39,441</b>
21	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 21</b>	<b>0</b>	<b>0</b>	<b>0</b>
23	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 23</b>	<b>0</b>	<b>0</b>	<b>0</b>
31	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 31</b>	<b>0</b>	<b>0</b>	<b>0</b>
32	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>0</b>	<b>0</b>
33	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 33</b>	<b>0</b>	<b>0</b>	<b>0</b>
34	Transfer to function 51 to cover premium fleet insurance		55,010	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 34</b>	<b>0</b>	<b>55,010</b>	<b>(55,010)</b>
35	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 35</b>	<b>0</b>	<b>0</b>	<b>0</b>
36	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 36</b>	<b>0</b>	<b>0</b>	<b>0</b>
41	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 41</b>	<b>0</b>	<b>0</b>	<b>0</b>
51	Transfer from function 52 to fund VATRE Rolled POs for IT projects, Century Fire and Firetrol	520,265		
	Transfer from function 34 to cover premium fleet insurance	55,010		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 51</b>	<b>575,275</b>	<b>0</b>	<b>575,275</b>
52	Transfer from function 11 to fund VATRE IT projects, Physical Security Maintenance	300,000		
	Transfer to function 51 to fund VATRE Rolled POs for IT projects, Century Fire and Firetrol		520,265	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 52</b>	<b>300,000</b>	<b>520,265</b>	<b>(220,265)</b>
53	Transfer from function 11 to fund VATRE IT projects, Google Suite, Cybersecurity, Physical Security, Munis, AV Support, Mobile Device Mgmt, and Cisco Enterprise	2,759,289		
	Transfer from function 11 to fund VATRE Rolled POs for IT projects, BearCom	3,702,412		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 53</b>	<b>6,461,701</b>	<b>0</b>	<b>6,461,701</b>
61	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 61</b>	<b>0</b>	<b>0</b>	<b>0</b>
81	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 81</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>		<b>7,376,417</b>	<b>7,376,417</b>	<b>0</b>

**Debt Service Fund 599  
2021-2022  
Budget Amendment**

	<b>Debt Service Fund 599 2021-2022 Original Budget 7/31/2021</b>	<b>Adjustments</b>	<b>Debt Service Fund 599 2021-2022 Amended Budget 8/31/2021</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$133,870,452		\$133,870,452
5800 State Revenue	1,483,938		1,483,938
5900 Federal Revenue	0		0
7900 Other Sources	0	107,309,773	107,309,773
<b>Total Revenue &amp; Other Sources</b>	<b>\$135,354,390</b>	<b>107,309,773</b>	<b>\$242,664,163</b>
<b><u>EXPENDITURES</u></b>			
71 Debt Service	\$106,088,100	\$13,862,900	\$119,951,000
97 Tax Increment Financing	\$0		\$0
<b>Total Budgeted Expenditures</b>	<b>\$106,088,100</b>	<b>\$13,862,900</b>	<b>\$119,951,000</b>
8900 Other Uses	\$0	\$108,491,106	\$108,491,106
<b>Subtotal Budgeted Expenditures and Other Uses</b>	<b>\$106,088,100</b>	<b>\$122,354,006</b>	<b>\$228,442,106</b>
<b>Excess (Deficiency)</b>	<b>\$29,266,290</b>	<b>(\$15,044,233)</b>	<b>\$14,222,057</b>
Beginning Fund Balance (Unaudited)	56,962,795		56,962,795
Fund Balance-Ending (Unaudited)	<b>\$86,229,085</b>	<b>(\$15,044,233)</b>	<b>\$71,184,852</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 28, 2021**

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



**SUPERINTENDENT’S RECOMMENDATION:**

Approve First 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 September 28, 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 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 <del>and complaints through informal conferences</del> with their supervisor, principal, or other appropriate administrator <del>who has the authority to address the concerns</del>.</p> <p>Concerns should be expressed as soon as possible to allow early resolution at the <del>earliest lowest</del> 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><del>This policy provides an orderly process for the prompt and equitable resolution of all employee complaints, other than those noted at EXCEPTIONS, below.</del> 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 <del>This</del> policy shall not be construed to create new or additional <del>substantive</del> rights beyond those granted by <del>law or Board policy or law</del>, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
DEFINITIONS	<p><del>The following definitions of terms shall apply:</del></p> <ol style="list-style-type: none"><li><del>1. “Employee” shall mean an employee of the District performing work under regular continuous employment. This shall not include substitutes or temporary employees.</del></li><li><del>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.</del></li></ol>
DATE ISSUED: <del>10/16/2014</del> 09/13/2021 LDU <del>2014.12</del> 2021.09 DGBA(LOCAL)-X	2 of 10

~~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**  
**September 28, 2021**

**TOPIC:       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**

**BACKGROUND:**

As a result of the 2017 Bond Election, the Fort Worth Board of Trustees (the Board) approved authorization to enter into a construction contract for an addition/renovation at O.D. Wyatt High School. On December 10, 2019, the Board authorized the purchase of JOC HAZMAT abatement services for O.D. Wyatt High School addition/renovation project in an amount not-to-exceed of \$1,487,063. On June 22, 2021, the Board authorized additional spending authority for additional hazardous material abatement at O.D. Wyatt High School. Prior to the completion of the final phase of construction, additional hazardous materials have been identified and will need abating. This agenda item requests additional spending authority for JOC HAZMAT abatement at O.D. Wyatt High School.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**            *Additional Details*

CIP 2017	671-81-6629-A42-008-99-000-016212.....	\$29,637
	671-81-6629-H42-008-99-000-016212.....	\$2,869

**COST:**

Not-to-Exceed - \$33,000

**VENDOR:**

DWW Abatement, Inc. – RFP #19-002

**PURCHASING MECHANISM:**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

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

Capital Improvement Program  
O. D. Wyatt High School

**RATIONALE:**

In order for all phases of the project to be completed by the Fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

**INFORMATION SOURCE:**

Vicki Burris



**DWW Abatement, Inc.** (FWISD ven# 24711)  
**HAZMAT ABATEMENT PROPOSAL** (CSP 19-002)

School Name: O.D. Wyatt High School

Date 8/26/2021

Mold Removal - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: \_\_\_\_\_

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
<b>1 General</b>											
1a.	Mobilization		Low	Each	\$ 1,000.00	Project Total Cost <=\$5,000	1		\$ 1,000.00	0.00	\$ -
			High		\$ 300.00	Project Total Cost >\$5,000	1		\$ 300.00	0.00	\$ -
1b.	General Labor		Low	Hour	\$ 12.00	Regular	1.5		\$ 18.00	0.00	\$ -
			High		\$ 18.00	Overtime	1.5		\$ 27.00	0.00	\$ -
<b>2 Thermal Systems Ir</b>											
2a.	3" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ -
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2b.	4" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ -
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2c.	6" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 14.00	<=200 LF	1.5		\$ 21.00	0.00	\$ -
			High			>200 LF	1.5		\$ 21.00	0.00	\$ -
			High			Overtime	1.5		\$ 21.00	0.00	\$ -
2d.	8" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 14.00	<=200 LF	1.5		\$ 21.00	0.00	\$ -
			High			>200 LF	1.5		\$ 21.00	0.00	\$ -
			High			Overtime	1.5		\$ 21.00	0.00	\$ -
2e.	10" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 18.00	<=200 LF	1.5		\$ 27.00	0.00	\$ -
			High			>200 LF	1.5		\$ 27.00	0.00	\$ -
			High			Overtime	1.5		\$ 27.00	0.00	\$ -
2f.	12" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 18.00	<=200 LF	1.5		\$ 27.00	0.00	\$ -
			High			>200 LF	1.5		\$ 27.00	0.00	\$ -
			High			Overtime	1.5		\$ 27.00	0.00	\$ -
2g.	3" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 9.50	<=200 LF	1.5		\$ 14.25	0.00	\$ -
			High			>200 LF	1.5		\$ 14.25	0.00	\$ -
			High			Overtime	1.5		\$ 14.25	0.00	\$ -
2h.	4" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 9.50	<=200 LF	1.5		\$ 14.25	0.00	\$ -
			High			>200 LF	1.5		\$ 14.25	0.00	\$ -
			High			Overtime	1.5		\$ 14.25	0.00	\$ -
2i.	6" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 11.50	<=200 LF	1.5		\$ 17.25	0.00	\$ -
			High			>200 LF	1.5		\$ 17.25	0.00	\$ -
			High			Overtime	1.5		\$ 17.25	0.00	\$ -
2j.	8" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 11.50	<=200 LF	1.5		\$ 17.25	0.00	\$ -
			High			>200 LF	1.5		\$ 17.25	0.00	\$ -
			High			Overtime	1.5		\$ 17.25	0.00	\$ -
2k.	10" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 16.50	<=200 LF	1.5		\$ 24.75	0.00	\$ -
			High			>200 LF	1.5		\$ 24.75	0.00	\$ -
			High			Overtime	1.5		\$ 24.75	0.00	\$ -
2l.	12" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 16.50	<=200 LF	1.5		\$ 24.75	0.00	\$ -
			High			>200 LF	1.5		\$ 24.75	0.00	\$ -
			High			Overtime	1.5		\$ 24.75	0.00	\$ -
2m.	TSI Other		High	Square Feet (S.F.)	\$ 15.00	<=200 SF	1.5		\$ 22.50	0.00	\$ -
			High			>200 SF	1.5		\$ 22.50	0.00	\$ -
			High			Overtime	1.5		\$ 22.50	0.00	\$ -
<b>3 Spray Applied Mat</b>											
3a.	Misc. Insulation		High	Square Feet (S.F.)	\$ 6.85	<=200 SF	2		\$ 13.70	0.00	\$ -
			High			>200 SF	2		\$ 13.70	0.00	\$ -
			High			Overtime	2		\$ 13.70	0.00	\$ -
3b.	Misc. Texture		High	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			High			>200 SF	2		\$ 16.00	0.00	\$ -
			High			Overtime	2		\$ 16.00	0.00	\$ -

**DWW Abatement, Inc.** (FWISD ven# 24711)  
**HAZMAT ABATEMENT PROPOSAL** (CSP 19-002)

School Name: O.D. Wyatt High School

Date 8/26/2021

Mold Removal - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: \_\_\_\_\_

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
<b>4 Flooring</b>											
4a.	Floor Tile & Mastic		High	Square Feet (S.F.)	\$ 2.00	<=200 SF	1.5		\$ 3.00	0.00	\$ -
			High			>200 SF	1.5		\$ 3.00	0.00	\$ -
			High			Overtime	1.5		\$ 3.00	0.00	\$ -
4b.	Floor Tile & Mastic (RFCI Method)		Medium	Square Feet (S.F.)	\$ 1.50	<=200 SF	2		\$ 3.00	0.00	\$ -
			Medium			>200 SF	2		\$ 3.00	0.00	\$ -
			Medium			Overtime	2		\$ 3.00	0.00	\$ -
4c.	Floor Tile & Mastic (Over Wood Flooring)		Low	Square Feet (S.F.)	\$ 5.00	<=200 SF	1		\$ 5.00	0.00	\$ -
			Low			>200 SF	1		\$ 5.00	0.00	\$ -
			Low			Overtime	1.5		\$ 7.50	0.00	\$ -
4d.	Carpet and Mastic		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1.5		\$ 3.75	0.00	\$ -
4e.	Each Additional Layer of Flooring & Mastic		Low	Square Feet (S.F.)	\$ 1.50	<=200 SF	1		\$ 1.50	0.00	\$ -
			Low			>200 SF	1		\$ 1.50	0.00	\$ -
			Low			Overtime	1		\$ 1.50	0.00	\$ -
4f.	Non-Hazardous Flooring		Low	Square Feet (S.F.)	\$ 1.00	<=200 SF	1		\$ 1.00	0.00	\$ -
			Low			>200 SF	1		\$ 1.00	0.00	\$ -
			Low			Overtime	1.5		\$ 1.50	0.00	\$ -
<b>5 Ceilings</b> *Includes Temporary Suspension of All Above Ceiling Devices & Wiring Attached To and/or Laying on Ceiling											
5a.	*Lay-in Ceiling Tile & Grid		Medium	Square Feet (S.F.)	\$ 1.50	<=200 SF	1		\$ 1.50	0.00	\$ -
			Medium			>200 SF	1		\$ 1.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 2.25	0.00	\$ -
5b.	*Plaster Ceiling, Lath & Grid with Insulation / Texture		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	2		\$ 9.00	0.00	\$ -
			Medium			>200 SF	2		\$ 9.00	0.00	\$ -
			Medium			Overtime	2		\$ 9.00	0.00	\$ -
5c.	Each Additional Layer of Ceiling Materials		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1		\$ 3.00	0.00	\$ -
			Medium			>200 SF	1		\$ 3.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
5d.	*Ceiling Tile & Mastic		High	Square Feet (S.F.)	\$ 3.00	<=200 SF	1		\$ 3.00	0.00	\$ -
			High			>200 SF	1		\$ 3.00	0.00	\$ -
			High			Overtime	1.5		\$ 4.50	0.00	\$ -
5e.	Texture on Plaster Ceiling		Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ -
			Medium			Overtime	2		\$ 10.50	0.00	\$ -
5f.	Insulation on Plaster Ceiling		Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ -
			Medium			Overtime	2		\$ 10.50	0.00	\$ -
5g.	Non-Hazardous Ceiling		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1		\$ 2.50	0.00	\$ -
<b>6 Windows</b>											
6a.	Caulking		High	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1.5		\$ 12.00	0.00	\$ -
			High			>200 LF	1.5		\$ 12.00	0.00	\$ -
			High			Overtime	1.5		\$ 12.00	0.00	\$ -
6b.	Glazing		High	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1.5		\$ 12.00	0.00	\$ -
			High			>200 LF	1.5		\$ 12.00	0.00	\$ -
			High			Overtime	1.5		\$ 12.00	0.00	\$ -
6c.	Window Unit		Medium	Each	\$ 225.00	(<4 SF)	1.5		\$ 337.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 337.50	0.00	\$ -
			Medium			(>=4 SF < 12 SF)	1.5		\$ 450.00	0.00	\$ -
			Medium		\$ 300.00	Overtime	1.5		\$ 450.00	0.00	\$ -
			Medium			(>=12 SF < 32SF)	1.5		\$ 750.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 750.00	0.00	\$ -
			Medium		\$ 750.00	(>32 SF < 72 SF)	1.5		\$ 1,125.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 1,125.00	0.00	\$ -

**DWW Abatement, Inc.** (FWISD ven# 24711)  
**HAZMAT ABATEMENT PROPOSAL** (CSP 19-002)

School Name: O.D. Wyatt High School

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Mold Removal - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: \_\_\_\_\_

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
<b>7</b>	<b>Walls &amp; Millwork</b>										
7a.	Plaster wall & studs with Insulation / Texture		Medium	Square Feet (S.F.)	\$ 4.00	<=200 SF	1.5		\$ 6.00	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.00	0.00	\$ -
7b.	Insulation on Plaster wall		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.75	0.00	\$ -
7c.	Texture on Plaster wall		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.75	0.00	\$ -
7d.	Each Additional Layer of Wall Materials		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			>200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
7e.	Sheet Rock / Joint Compound		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			>200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
7f.	CMU Block filler		Low	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			Low			>200 SF	2		\$ 16.00	0.00	\$ -
			Low			Overtime	2		\$ 16.00	0.00	\$ -
7g.	CMU Texture		Low	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			Low			>200 SF	2		\$ 16.00	0.00	\$ -
			Low			Overtime	2		\$ 16.00	0.00	\$ -
7h.	Ceramic Tile Grout		Low	Square Feet (S.F.)	\$ 4.20	<=200 SF	1		\$ 4.20	0.00	\$ -
			Low			>200 SF	1		\$ 4.20	0.00	\$ -
			Low			Overtime	1		\$ 4.20	0.00	\$ -
7i.	Restroom Caulking		Low	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1		\$ 8.00	0.00	\$ -
			Low			>200 LF	1		\$ 8.00	0.00	\$ -
			Low			Overtime	1		\$ 8.00	0.00	\$ -
7j.	Chalk Boards & Mastic		Low	Square Feet (S.F.)	\$ 3.00	Regular	1		\$ 3.00	0.00	\$ -
			Low			Overtime	2		\$ 6.00	0.00	\$ -
7k.	Cabinets & Countertops		Low	Linear Feet (L.F.)	\$ 3.00	Regular	1.5		\$ 4.50	0.00	\$ -
			Low			Overtime	1.5		\$ 4.50	0.00	\$ -
7l.	Non-Hazardous Wall		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1.5		\$ 3.75	0.00	\$ -
<b>8</b>	<b>Roofing</b>										
8a.	Mastic		Low	Lineal Feet (L.F.)	\$ 9.00	<=200 LF	1		\$ 9.00	0.00	\$ -
			Low			>200 LF	1		\$ 9.00	0.00	\$ -
			Low			Overtime	1		\$ 9.00	0.00	\$ -
<b>9</b>	<b>Soils</b>										
9a.	Contaminated Soils		Medium	Cubic Yard (C.Y.)	\$ 100.00	<=10 CY	0.5		\$ 50.00	0.00	\$ -
			Medium			>10 CY	0.5		\$ 50.00	0.00	\$ -
			Medium			Overtime	0.5		\$ 50.00	0.00	\$ -
9b.	Make Safe Zone		Medium	Square Feet (S.F.)	\$ 3.00	All	2		\$ 6.00	0.00	\$ -
			Medium			Overtime	2		\$ 6.00	0.00	\$ -
<b>10</b>	<b>HVAC</b>										
10a.	Boiler Base Insulation		Medium	Square Feet (S.F.)	\$ 10.00	All	2		\$ 20.00	0.00	\$ -
			Medium			Overtime	2		\$ 20.00	0.00	\$ -
10b.	Duct Insulation & Mastic		Medium	Square Feet (S.F.)	\$ 4.00	All	2	1	\$ 8.00	4.00	\$ -
			Medium			Overtime	2		\$ 8.00	0.00	\$ -
10c.	Unit Ventilator or Other Mechanical Equipment		Medium	Linear Feet (L.F.)	\$ 4.00	All	2		\$ 8.00	0.00	\$ -
			Medium			Overtime	2		\$ 8.00	0.00	\$ -

**DWW Abatement, Inc.** (FWISD ven# 24711)  
**HAZMAT ABATEMENT PROPOSAL** (CSP 19-002)

School Name: O.D. Wyatt High School

Date 8/26/2021

Mold Removal - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: \_\_\_\_\_

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
11	Other										
11a.	10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Set-up and removal)		Medium	Each	\$ 250.00	All	1		\$ 250.00	0.00	\$ -
			Medium			Overtime	1		\$ 250.00	0.00	\$ -
11b.	10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Per Day)		Medium	Each	\$ 40.00	All	1		\$ 40.00	0.00	\$ -
			Medium			Overtime	1		\$ 40.00	0.00	\$ -
										Total Bid:	\$ -
12	Items not detailed above										
	4200 SF of Mold removal per protocol dated 8/16/20	1		ea	\$ 28,690.00		1.00		\$ 28,690.00		\$ 28,690.00
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
										Total Other	\$ 28,690.00

ISD Account Code A42 (Abatement)

**GRAND TOTAL** \$ 28,690.00

ISD Account Code H42 (Abatement Contingency)

**10% of Grand Total or \$1,000 whichever is greater\*** \$ 2,869.00  
 \*rounded up to whole dollar

**13 Payment or Performance Bond If Testing amount over \$24,999.99** **Base + Contingency for Bond Amount Testing** \$ 31,559.00

PAYMENT Bond Calculation If Base + Contingency Over \$24,999.99

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
<b>3.00%</b>	31,559.00	946.77

PERFORMANCE Bond Calculation If Base + Contingency Over \$100,000

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
<b>1.50%</b>	N/A	0.00

Costs of Applicable bonds 946.77  
**Total Base + Contingency + Applicable Bonds** \$ 32,505.77

**14 Final Proposal Amount**

<b>Base Contact (base before bonds + any bonds)</b>	\$ 29,636.77
A42 Abatement	
<b>Contingency</b>	\$ 2,869.00
H42 Abatement Contingency	
<b>Total Proposal Amount</b>	\$ <u>32,505.77</u>

Revised 2/12/19

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC: 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**

**BACKGROUND:**

On March 31, 2020, the Board of Education authorized the Capital Improvement Program (CIP) staff to negotiate and enter into contract with SDB Contracting Services as a General Contractor for the Middle School Restroom Renovations (Bid Package #004; CSP 20-008) with the 2013 Capital Improvement Program.

This Bid Package consisted of construction services at four (4) campuses, Leonard Middle School, Monnig Middle School, William James Middle School, Morningside Middle School. The work commenced on May 1, 2020, and was substantially completed on September 1, 2020, as inspected by the A/E firms. Morales Construction has submitted all of the required closeout documentation, which has been reviewed for completeness prior to final payment to the vendor.

<b>Original Contract Amount:</b>	\$3,502,422.00
<b>Previous Change Orders:</b>	\$0.00
<b>Final Change Order:</b>	(\$23,826.36)
<b>Final Contract Amount:</b>	\$3,478,595.64
<b>Previously Paid:</b>	\$3,304,665.86
<b>Final Payment Due:</b>	\$173,929.78

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout of the contract with SDB Contracting Services for Bid Package 004 (CSP #20-008) and authorization of final payment in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP2013

681-00-2116-000-000-00-000-000000

**COST:**

\$173,929.78

**VENDOR:**

SDB Contracting Services

**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/DEPARTMENTS:**

Capital Improvement Program	Leonard Middle School
Monnig Middle School	William James Middle School
Morningside Middle School	

**RATIONALE:**

SDB Contracting Services has completed all work as required per the terms of their construction contract, work has been inspected by all architect firms and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC: 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**

**BACKGROUND:**

New cabling was intended for the Diamond Hill-Jarvis High School building; however, the service was not included in the Diamond Hill-Jarvis High School renovation project (Job #004-201) in conjunction with the 2017 Capital Improvement Program (CIP). In preparation for the completion of the renovation of Diamond Hill-Jarvis High School and the start of school, CIP requested a quote for the purchase of cabling materials and installation through a service provider. Their quote was based on pricing through the Texas Department of Information Resources, Contract #DIR-CPO-4784 through an Interlocal Agreement.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**

*Additional Details*

CIP 2017

671-81-6629-B50-004-99-000-004201



**COST:**

Not-to-Exceed - \$186,905

**VENDOR:**

Southwest Networks

**PURCHASING MECHANISM:**

Interlocal Agreement

This purchase was made in accordance with Texas Education Code §44.031(a)(4) regarding school district purchases made through an Interlocal Contract. Pricing obtained through the Texas Department of Information Resources, Contract #DIR-CPO-4784.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS:**

Capital Improvement Program

**RATIONALE:**

For all phases of the project to be completed for the start of school and Spring of 2022, cabling purchase and installation was performed.

**INFORMATION SOURCE:**

Vicki Burris

Fort Worth Independent School District  
Diamond Hill – Jarvis High School – Structured Cabling SOWR1  
1411 Maydell St.  
Fort Worth, TX 76106



8-16-2021

BID #21476R3

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Diamond Hill – Jarvis High School under this SOW:

1. Provide and install six hundred and sixteen (616) CMP, Category 6 data cables in the school designated locations for data connectivity. Counts will consist of five hundred and eighty-three (583) Cat 6 cables, and twenty-nine (29) Cat 6A cables. (Counts derived from customer provided drawings and email).
2. Provide and install two (2), new IDF build outs per the FWISD cabling standard.
3. Provide and install 48-port, Category 6 and Cat 6A patch panels into the appropriate data closet to provide 100% connectivity of newly installed cables.
4. Provide and install two (2), fiber optic backbones from the MDF to the two (2) new IDF's.
5. Provide and install Category 6 patch cords in the following colors and quantities:
  - a. (560) Cat 6, 7' closet cords
  - b. (560) Cat 6, 10', workstation cords
  - c. (29) Cat 6A, 7', closet cords
  - d. (29) Cat 6A, 10' AP station cords
  - e. (4) Fiber patch cords
6. Test all new copper and fiber cabling included in this SOW to meet ANSI/EIA/TIA standards.
7. Label all newly installed cables per the FWISD cabling standard.
8. Test results and project deliverables to be provided upon completion of the installation.
9. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
10. Project duration is expected to be four to six weeks.

## General Scope of Work

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

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of five hundred sixty (560) Superior/Essex, DataGain Category 6, UTP, Plenum Cables (Part Number 77- 240-2B), data cables customer specified locations. All Cat 6 cable shall be blue in color.
2. Southwest Networks, Inc. (SWN) shall furnish and install a total of twenty-nine (29) Superior/Essex, DataGain Category 6A, UTP, Plenum Cables (Part Number 6A-246-2B), in the customer specified locations. All Cat 6A cable for wireless shall be blue in color.
3. At the each of the Data locations all new Category 6 cabling will terminate utilizing Panduit, Cat 6, RJ-45 jacks (Part Number CJ688TGBL), pinned to T568B standards.
4. At the each of the wireless access cabling locations all new Category 6A cabling will terminate utilizing Category 6A, RJ-45 jacks, white in color (Part Number CJ6X88T-GBL). These will house into 1-port biscuit box white in color. SWN will place a green dot and cable number on the ceiling grid below each newly installed cable drop for wireless access point location/identification.
5. Closet termination of all new Category 6 network cabling will be achieved utilizing 19", rack mountable, Angled, 48-port Category 6 patch panels (Part Number CPPLA48WBLY). Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labeling materials per the prescribed district labeling convention.
6. All Category 6 cables shall be tested to ensure compliance with established standards for wire map (continuity to the remote end, shorts between any two or more conductors, transposed pairs, reversed pairs, split pairs, etc.), correct installation length, correct attenuation scaled to the installation length, Near End Cross-Talk (NEXT) scaled to the installation length, propagation delay, delay skew, Power Sum Near End Cross-Talk (PSNEXT), Structural Return Loss (SRL), and Equal Level Far End Cross-Talk. Faults discovered during testing shall be corrected and re-tested prior to activation of the telecommunications infrastructure. 100% of the field terminated cable plant shall be verified to be functional by acceptance testing as defined by FWISD standards.
7. Cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA guidelines.
8. SWN shall provide cable service loops at both ends of the newly install data cables. At the closet end, service loops shall be 10 ft. in length, and at the outlet end or access point end, service loops shall be 10'. Care shall be taken to preserve manufacturer bend radius requirements.
9. SWN shall provide four (4), 2 mm. duplex fiber optic zip cords (Part Number FZE10-10M3).
10. SWN shall provide the appropriate number of Panduit, Cat 6 and 6A, for 100% connectivity of the newly installed data cables.

## MDF Build-Out

1. SWN will furnish and supply the necessary fiber patch panel for 100% connectivity for the new fiber backbones installed.

## IDF Build-Out

1. Provide and install two (2), new IDF's per the customer drawings. The newly installed IDF's will be installed according to district standards including at minimum:
  - Provide and install  $\frac{3}{4}$ " void free plywood, Grade AC on all 6 sides with 2 – coats of fire-retardant paint. Installed per drawing T-4.02, ASI -15 revision, 1/11/21).
  - Three (3), 7-foot, 2-post racks will be installed in each closet that will be securely anchored to the floor using appropriately sized drop-in style anchors. Rack will be installed with a minimum 36" clearance from the face and rear of the rack and placed in the most optimal position within the IDF to allow for isle access, or as space allows.
  - Three (3) front and rear double sided full vertical wire managers, 7'H x 6"W x 16.15"D, (P/N PR2VD06), installed on both sides of each 7-foot, 2-post adjustable floor mount racks to allow for proper management of SWN installed patch cabling from the patch panels to network hardware.
  - Provision of required 1U, 48-port, Angled Category 6/6A, modular patch panels labeled with machine-generated labeling materials according to the prescribed FWISD labeling convention.
  - An overhead and vertical wall mount cable runway ladder rack or wire basket cable tray system installed connecting to the 2-post racks to support and manage the backbone and horizontal cables entering the room to the racks and equipment within the racks. Each ladder rack or basket tray shall be secured and anchored to the nearest wall. Proper termination and entrance equipment such as waterfalls, support, and bonding equipment will be installed. The ladder rack or basket tray shall be assembled as specified by the manufacturer, including using manufacturer approved clamps, angles, brackets, clips, and assemblies, routing racking level, following building lines, and creating an overall professional appearance.
  - Telecommunications Grounding and Bonding per TIA/EIA 607 Grounding and Bonding Standard, and the NEC.
  - The racks, ladder rack, basket cable tray, and provided metals shall be bonded to a SWN newly provided, code and industry standards compliant, telecommunications (main) ground busbar (TMGB/TGB) using an insulated, stranded #6 AWG grounding and bonding conductor affixed with a 2-hole compression style ground lug at each termination point.
    - NOTE: The provision of, and installation and connection of an approved telecommunications grounding electrode conductor from the TMGB/TGB to an approved building grounding electrode system is not included within this scope and must be provided and installed separately by a licensed electrician.
2. All cable shall be installed within the MDF / IDF's in a neat, combed, dressed manner, with Velcro straps, utilizing the ladder rack, basket cable tray or concealed enclosed cable paths from the ceiling spaces to the racks in such a manner as to support the full weight of the cable plant.
3. SWN shall coordinate with FWISD IT personnel for rack placement, rack elevations and final layouts prior to installation.

## Fiber Optic Backbone Cabling, Intra-Building

1. SWN shall furnish and install one (1) Superior/Essex, 12-fiber, Single Unit, Tight Buffer Multimode Teraflex, Bend Resistant, laser optimized 10G/300, Interlock armored, plenum, optical fiber (Part Number L4012P401) between the MDF and each of the two (2) new IDF's.
2. All fiber optic cable shall be terminated with LC connectors in a dedicated fiber termination panel per the prescribed density with the appropriate number of fiber termination panels, cable strain relief, grounding lugs, slack storage and duplex LC adapter panels will be installed. (Adapter Panel Part Number FAP12WAQDLCZ).
3. Provide and install three (3), 1U rack mount enclosures (Part Number FRME1). One each for the MDF and two new IDF's.
4. Each Field Terminated Multimode Fiber cable shall be tested to ensure compliance with ANSI/EIA/TIA-526-14 standards with unidirectional, power meter and light source field test. After fiber cable has been successfully tested, all connector dust covers shall be securely restored.
5. A printed copy of each test result as well as a soft copy of each test result on CD shall be provided at the conclusion of the project.
6. SWN shall include cable service loops at both ends of each multimode fiber cable. Each service loop shall be 10 ft. in length and adequately stored, taking care to preserve manufacturer bend radius requirements.

## Security Cabling (Camara's and Access Control)

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of twenty-nine (29) Superior/Essex, DataGain Category 6, UTP, Plenum Cables (Part Number 77- 240-2B), data cables customer specified camara locations. All Cat 6 cable shall be blue in color.
2. Southwest Networks, Inc. (SWN) shall furnish and install a total of eleven (11) Superior/Essex, DataGain Category 6, UTP, Plenum Cables (Part Number 77- 240-2B), along with four (4) 18/2 data cables customer specified door locations. All Cat 6 cable shall be blue in color.
3. At the each of the camara cabling locations all new Category 6 cabling will terminate utilizing Category 6A, RJ-45 jacks, white in color (Part Number CJ688TGBL). These will house into 1-port biscuit box white in color.
4. Closet termination of all new Category 6 network cabling will be achieved utilizing 19", rack mountable, Angled, 48-port Category 6 patch panels (Part Number CPPLA48WBLY). Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labeling materials per the prescribed district labeling convention.
5. All Category 6 cables shall be tested to ensure compliance with established standards for wire map (continuity to the remote end, shorts between any two or more conductors, transposed pairs, reversed pairs, split pairs, etc.), correct installation length, correct attenuation scaled to the installation length, Near End Cross-Talk (NEXT) scaled to the installation length,

propagation delay, delay skew, Power Sum Near End Cross-Talk (PSNEXT), Structural Return Loss (SRL), and Equal Level Far End Cross-Talk. Faults discovered during testing shall be corrected and re-tested prior to activation of the telecommunications infrastructure. 100% of the field terminated cable plant shall be verified to be functional by acceptance testing as defined by FWISD standards.

### Testing and Documentation

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

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project as well as a one-year warranty for labor and equipment.

### Exclusions

- Per drawings and specifications, conduit pathway is to be provided by GC and not Southwest Networks, Inc.
- The provision of, and installation and connection of an approved telecommunications grounding electrode conductor from the TMGB/TGB to an approved building grounding electrode system is not included within this scope and must be provided and installed separately by a licensed electrician.
- No Network Electronics/switches/WAPS, Camera's, Door Hardware are included in this scope of work.
- Access Control – integration into the existing campus system is not included in this scope of work.

Project Pricing: \$186,904.94 (Bond is NOT included in Project Pricing)

Contingency Pricing:

Not included in base price above:

- Contingency Cat 6 data cables can be added for \$206.93 each, includes patch cables
- Contingency Cat 6A data cables can be added for \$380.87 each, includes patch cables)

Agreed to:  
FWISD

By \_\_\_\_\_  
(Authorized Signature)

Name:

Date:

District Office Address:  
100 North University Drive  
Fort Worth, TX 76107

Agreed to:  
Southwest Networks, Inc.

By F.J. O'Leary  
(Authorized Signature)

Name: F.J. O'Leary

Date: 8/16/2021

SWN Office Address:  
1111 W. Carrier Parkway  
Grand Prairie, TX 75050

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**ACTION AGENDA ITEM  
BOARD MEETING  
September 28, 2021**

**TOPIC:        **APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING A ONE-TIME EMPLOYEE STIPEND FOR DOCUMENTING FULL VACCINATION STATUS****

**BACKGROUND:**

In response to the COVID-19 pandemic, the District must engage in data-gathering practices calculated to promote the health and safety of its students, staff, and visitors.

Encouraging District employees to voluntarily provide documentation of their full vaccination status would promote the District’s data-gathering practices and enhance its ability to contact trace as a means of promoting the health and safety of its students, staff, and visitors.

**STRATEGIC GOAL:**

2 – Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing a One-Time Employee Stipend for Documenting Full Vaccination Status
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing a One-Time Employee Stipend for Documenting Full Vaccination Status
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

*Additional Details*

ESSER Fund

281-XX-6118-C19-XXX-XX-950-000000-22F40

**COST:**

The anticipated cost for the December 2021 payout will vary depending upon employee participation but is estimated to be \$5,371,750.00.



**VENDOR:**

Not a purchase

**PURCHASING MECHANISM:**

Not applicable

**PARTICIPATING SCHOOL/DEPARTMENTS:**

All District Schools and Departments

**RATIONALE:**

By approving this resolution, the Board recognizes that the District must continue to find ways to promote its data gathering practices in light of the ongoing pandemic for the safety and benefit of its students, staff, and visitors.

**INFORMATION SOURCE:**

Karen Molinar  
Michael Ball  
Cynthia Rincón

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES AUTHORIZING ONE-TIME EMPLOYEE STIPEND FOR  
DOCUMENTING FULL VACCINATION STATUS**

*WHEREAS*, the Board is authorized under Texas Education Code Section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary in the conduct of the public schools, as determined by the Board; and,

*WHEREAS*, the Board acknowledges that in response to the Covid-19 Pandemic the District must engage in data-gathering practices calculated to promote the health and safety of its students, staff, and visitors; and,

*WHEREAS*, the Board finds that encouraging District employees to voluntarily provide documentation of their full vaccination status would promote the District's data-gathering practices and enhance its ability to contact trace as a means of promoting the health and safety of its students, staff, and visitors; and,

*WHEREAS*, the Board believes that a substantial public purpose exists in doing so.

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Trustees of the Fort Worth Independent School District, in furtherance of the public purpose so stated in this Resolution, that:

1. The recitals set forth above are found by the Board to be true and correct.
2. All eligible District employees designated as full-time or part-time in the Municipal Uniform Information System ("MUNIS") shall be entitled to a one-time stipend in the amount of Five Hundred Dollars (\$500.00) in exchange for voluntarily providing proof they have received two doses of the Pfizer or Moderna COVID-19 vaccine, or a single dose of the Johnson & Johnson COVID-19 vaccine, thus demonstrating they are fully vaccinated against COVID-19. The amount earned under this paragraph shall be distributed to employees in December 2021, or as soon thereafter as practical, and said amount shall be subject to all applicable payroll taxes, deductions, and withholdings.
3. All eligible District employees designated substitute employees in MUNIS shall be entitled to a one-time stipend in the amount of Five Hundred Dollars (\$500.00) in exchange for voluntarily providing proof they have received two doses of the Pfizer or Moderna COVID-19 vaccine, or a single dose of the Johnson & Johnson COVID-19 vaccine, thus demonstrating they are fully vaccinated against COVID-19. The amount earned under this paragraph shall be distributed to employees in December 2021, or as soon thereafter as practical, and said amount shall be subject to all applicable payroll taxes, deductions, and withholdings.
4. Eligibility criteria is as follows:
  - a. Full-time employees must have worked and been paid since September 1, 2021. Eligible employees must not have separated from employment, voluntarily or involuntarily, as of November 30, 2021.
  - b. Full-time employees designated as 180-day substitutes must have worked and been paid since September 1, 2021. Eligible employees must not have

separated from employment, voluntarily or involuntarily, as of November 30, 2021.

- c. Part-time employees must have worked at least eighty (80) hours, as recorded in the Kronos Timekeeping System, during the period beginning September 1, 2021, through November 30, 2021. Eligible employees must not have separated from employment, voluntarily or involuntarily, as of November 30, 2021.
- d. Substitutes, except those referenced above in Section 4.b., must have worked at least twenty (20) full days during the period beginning September 1, 2021, through November 30, 2021, as recorded in the SmartFind Absence System. Eligible employees must not have separated from employment, voluntarily or involuntarily, as of November 30, 2021.
- e. To be eligible for this stipend, employees referenced in Sections 4.a. – 4.d. must submit proof of full vaccination and supporting documentation in a manner prescribed by District administration on or before November 15, 2021.

*Adopted this 28th day of September 2021 by the Fort Worth Independent School District*

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Tobi Jackson  
School Board President  
Fort Worth Independent School District

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Carin Evans  
Board Secretary  
Fort Worth Independent School District

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## Statutory Requirements

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

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

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

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

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**