

*Board of Education
Regular Meeting
August 24, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, August 24, 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. 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. Fort Worth ISD has resumed normal operations regarding public comment. Members of the public may make a public comment in-person. Those individuals desiring to make a public comment may sign-up by calling 817-814-1956 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, August 23, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM
2. PLEDGES
3. RECOGNITIONS
 - A. Wildcat Welcome Back
4. PUBLIC COMMENT
5. CALL PUBLIC HEARING TO ORDER
 - A. Public Hearing to Discuss the Proposed 2021-2022 Tax Rates
 - B. Public Comment on the Proposed 2021-2022 Tax Rates
6. CLOSE PUBLIC HEARING
7. REPORTS/PRESENTATIONS

A. Temporary Virtual Learning Option

8. DISCUSSION OF CONSENT 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.)

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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	190
27. Approve Professional Services Contract to Support Instructional Excellence at Leonard and Morningside Middle Schools	193
28. Approve Program Agreement with Reading Partners to Provide Tutoring for the Leadership Academy Network Schools	199
29. Approve Memorandum of Understanding with the City of Forest Hill for School Resource Officers for the 2021-2022 School Year	212
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10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR 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

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director, Early Learning
 - 2. District Reorganization

15. ACTION AGENDA ITEMS

- A. Approve Proposed Termination of Certain Probationary Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Renewal Purchase of the Curriculum Support Services Package 429
Texas Essential Knowledge and Skills (TEKS) Resource Subscription
through Region 11 for the 2021-2022 School Year
- C. Approve Second Reading-Revisions to Board Policies EFFA(LOCAL), 434
EG(LOCAL), and EH(LOCAL)

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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	472
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G. Approve Ordinance Fixing and Levying School District Ad Valorem Taxes	477
H. Action on Superintendent's Evaluation	

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 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 July 27, 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 July 27, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 05:30 p.m. at the Professional Development Center Complex, 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 July 23, 2021 at 02:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JULY 27, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 23, 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, 3150 McCart Avenue, Fort Worth, Texas, as required by the Texas Government Code Section 551.001 et seq.

Given under my hand on July 23, 2021.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Roxanne Martinez
Quinton Phillips
Michael Ryan
Daphne Brookins
Anne Darr
CJ Evans

Absent: Jacinto Ramos, Jr.

The following administrators were present:

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

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

2. PLEDGES

Clint Bond led the pledges.

3. RECOGNITIONS

A. Naming the I.M. Terrell Academy Auditorium the I.M. Terrell Joseph Breedlove Sr. Auditorium

Clint Bond gave this recognition and provided several highlights about Joseph Breedlove, Sr.. President Jackson introduced and invited the Breedlove Family to give remarks. Afterwards, Daphne Brookins presented the Breedlove Family with a certificate.

B. Opal Lee

Clint Bond gave this recognition. Sheran Goodspeed Keyton from the Bass Opera performed in honor of Opal Lee. Clint Bond introduced Opal Lee, who gave remarks and thanked the Board for the recognition. Daphne Brookins presented Opal Lee with a certificate and gave comments on the previous recognition and on this recognition.

C. Project Lead the Way (PLTW) Engineering Senior Interns at Lockheed Martin and Bell Textron

Lockheed Martin and Bell Textron were recognized for their investment to the Project Lead the Way Program. Representatives from Lockheed Martin and Bell Textron, Project Lead the Way teachers, and former High School Senior Interns were recognized.

D. Distinguished Project Lead the Way (PLTW) Campuses

Seven (7) Fort Worth ISD campuses were recognized for earning distinctions as Project Lead the Way School.

E. Fort Worth Independent School District Industry Partners

Anne Darr gave this recognition and introduced the Fort Worth ISD Industry Partners.

President Jackson called for a five (5) minute recess before moving to Public Comment.

4. PUBLIC COMMENT

President Jackson reconvened the meeting at 6:15 p.m.

Speakers:

Alex Vorse
Robert Buker
Amanda Coleman
Melikk Austin
Angel Martinez
Missie Carra
Carol Guarnieri
Hudson Coleman
Lark Wallis-Johnston
Alessandra Papa
Brad McDaniel
Ken Kuhl
Martina Van Norden
Wanda McKinney
Wendi Lunsford
Jack Hamilton
Holly Spardline
Carlos Turcios
Christie Beck
Alexander Montalvo

5. LONE STAR GOVERNANCE

A. Lone Star Governance Quarterly Board Progress Review

Deputy Superintendent Karen Molinar gave an overview of the Quarterly Board Progress Review to the Board.

B. End of Year: Goals 1, 2 and 3

Karen Molinar introduced Assistant Superintendent Sara Arispe and Chief of Academics, Jerry Moore, who co-presented this report.

Questions and comments were made by CJ Evans, Anael Luebanos, Anne Darr, Roxanne Martinez, Quinton Phillips, Michael Ryan, and Daphne Brookins. Jerry Moore, Dr. Scribner, and Sara Arispe addressed the questions.

6. REPORTS/PRESENTATIONS

A. Publication of Proposed Tax Rate

Dr. Scribner introduced Chief Financial Officer, Michael Ball, and Senior Officer for Budget and Finance, David Johnson. David Johnson provided an over of the Publication of Proposed Tax Rate to the Board.

Questions and Comments were made by Quinton Phillips.

7. DISCUSSION OF CONSENT AGENDA ITEMS

Anne Darr stated she will be abstaining from voting on Consent Agenda Item B.16 *Approve Proposed Middle School and High School Course Changes for the 2021-2022, 2022-2023-, and 2023-2024 School Years* due to employment with Region 11.

CJ Evans stated she will be abstaining from voting on Consent Agenda Item 8.B.3 *Approve Replacement of Artificial Turf Football Field and Track at Arlington Heights High School.*

President Jackson and Daphne Brookins stated they will be abstaining from voting on Consent Agenda Item 8.B.5 *Approve Summer Enrichment Full Service Provider.*

8. 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 board 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. June 22, 2021 - Regular Minutes

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


1. Approve Amendment to Architectural Design Services Contract for the District's Warehouse at 4200 Lubbock Avenue

 Architectural Design Services


2. Approve Superintendent or Designee to Enter into an Architectural Building Design and Construction Services Contract for the District's Facility at 7060 Camp Bowie

 Architectural Building Design

3. Approve Replacement of Artificial Turf Football Field and Track at Arlington Heights High School

 Replacement of Artificial Turf


4. Approve Social Emotional Learning Software Licenses to Monitor Student and Staff Mental, Emotional, Energy and Physical Social Well-Being

 Social Emotional Learning Software Licenses


5. Approve Summer Enrichment Full Service Provider

 Summer Enrichment Full Service

6. Approve Purchase of Software Licenses and Training for Special Education Staff

 Software Licenses and Training


7. Approve Purchase of a Three (3) Year Premium District Subscription for Interactive Presentation Software

 Interactive Presentation Software

8. Approve Purchase of Equipment and Services for Replacement of Fire Alarm Systems

 Replacement of Fire Alarm Systems

9. Approve Purchase of Network Electronics Equipment and Services for Network Connectivity in New and Renovated Classrooms

 Network Electronics Equipment

10. Approve Purchase of College/Career Exploration System

 College and Career Exploration System


11. Approve Purchase of Coaching Model Training and Infield Coaching Support

 Coaching Model Training


12. Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training

 Nonviolent Crisis Intervention

13. Approve Measures of Academic Progress (MAP) Growth for Math and Reading and (MAP) Fluency Progress Monitoring for Early Literacy for the 2021-2022 School Year

 North West Evaluation Association

14. Approve Datamax of Texas Printer/Copier Services for 2021-2022


 Datamax

15. Approve Online Platform to Monitor and Support Social-Emotional Learning and Engagement

 Online Platform Social-Emotional Learning

16. Approve Proposed Middle School and High School Course Changes for the


2021-2022, 2022-2023, and 2023-2024 School Years

 Middle School and High School Course Changes


17. Approve Extension of a Data Governance Tool and Analysis Software

 Qualtrics


18. Approve Annual Renewal of Subscription to Online Information Databases

 Online Information Databases

19. Approve Renewal of Support and Maintenance for Network Security Equipment

 Network Security Equipment


20. Approve Renewal for Web Hosting Services, Mass Communications System, Fort Worth Independent School District (FWISD) App and Teacher Communication Tool for the 2021-2022 School Year

 Blackboard


21. Approve Renewal of the Training Management System for District-Wide Compliance Training and Professional Learning

 Safe Schools Training Management

22. Approve Professional Services Contract with the Academy for Urban School Leadership to Support School Design, Planning and Implementation Instructional Excellence at Leonard and Morningside Middle Schools

 Urban School Leadership

23. Approve Contract to Provide Instruction and Assessment Solutions for all Learning Environments

 Assessment Solutions


24. Approve Contract for Behavioral Health Services and Support

 Behavioral Health Services

25. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities

 Amplify


26. Approve Service Contract to Purchase Web-Based Learning System User Licenses

 Web-Based Learning System


27. Approve Agreement Between Advancement Via Individual Determination (AVID) Center and Fort Worth Independent School District for the 2021-2022 School Year

 AVID


28. Approve Cooperative Program with the Office of Strategy and Policy at the University of Texas at Austin to Implement OnRamps

 University of Texas at Austing - OnRamps

29. Approve Contract with Tarrant County for Juvenile Teaching Services for the 2021-2022 School Year

 Juvenile Teaching Services

30. Approve Memorandum of Understanding with Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 School Year

 Justice Alternative Education Program


31. Approve Memorandum of Understanding with the City of Benbrook for School Resource Officers for the 2021-2022 School Year

 School Resource Officers

32. Approve Memorandum of Understanding with the University of Chicago Network for College Success

 University of Chicago Network

- C. Approve Memorandum of Understanding with Texas Christian University for Clinical Internship/Field Experience

 Texas Christian University Clinical Intership


- D. Approve Memorandum of Understanding Between Young Men's Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program

 YMLA Big Brothers Big Sisters

- E. Approve Memorandum of Understanding Between Young Women's Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program

 YWLA Big Brothers Big Sisters


F. Approve Memorandum of Understanding with the Fort Worth Chamber of Commerce

 Fort Worth Chamber of Commerce


G. Approve Affiliation Agreement with Abilene Christian University to Provide Athletic Training Student Field and Clinical Experience

 Abilene Christian University Field and Clinical Experience


H. Approve Resolution of the Annual Review of Investment Policies and Strategies

 Investment Policies and Strategies


I. Approve First Reading-Revisions to Board Policies EFAA(LOCAL), EG(LOCAL) and EH(LOCAL)

 Board Policies EFAA(LOCAL), EG(LOCAL) and, EH(LOCAL)


J. Approve Additional Funding for Cloud Computing Services

 Cloud Computing Services


K. Approve Trust Modification and Waiver of Citation

 Trust Modification and Waiver


L. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at Eastern Hills High School

 Non-Core Teaching Permit


M. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School

 Teaching Permit for Non-Core


N. Approve Optional Flexible School Day Program (OFSDP) for the 2021-2022 School Year

 Optional Flexible School Day Program

O. Approve Naming the I.M. Terrell Academy Auditorium the Joseph Breedlove Sr. Auditorium

 Joseph Breedlove Sr Auditorium¹IM Terrell

- P. Approve Minutes for the April 1, 2021, and May 6, 2021 Racial Equity Committee Meetings

 Racial Equity Committee

- Q. Approve Closeout Contract with Phillips/May - Basecom Joint Venture for Job #002-001 (CSP #19-031) Arlington Heights High School and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 CIP

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

The meeting was recessed at 9:55 p.m. to move into Executive Session.

10. 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)

1. Trust Modification and Waiver of Citation

- 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. Certified Law Enforcement Teacher

2. Certified Engineering Teacher

3. Discussion on Evaluation for Board Internal Auditor

4. Executive Director PK-12, Student and School Support (3 Positions)

- C. Security Implementation (Texas Government Code §551.076)

- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 10:09 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Michael Ryan, seconded by Anael Luebanos, to approve CONSENT AGENDA WITH THE EXCEPTION OF Anne Darr abstaining from voting on Item B.16, CJ Evans abstaining from voting on Item 8.B.3, and President Jackson and Daphne Brookins abstaining from voting on Item 8.B.5..

The motion was unanimously approved. Jacinto Ramos, Jr. was absent.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were pulled from Consent Agenda.

B. Personnel

1. Executive Director PK-12, Student and School Support (3 Positions)


Motion was made by Anael Luebanos, seconded by Michael Ryan, to approve Executive Director PK-12, Student and School Support (3 Positions).

The motion was unanimously approved. Jacinto Ramos Jr. was absent.

Karen Molinar introduced the new Executive Directors: Dr. Dorene Benavides, Guadalupe Cortez, and Christine Renteria.

14. ACTION AGENDA ITEMS

A. Approve Renewal of Eduphoria Premium Suite and Related Services

 Eduphoria Premium Suite

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Renewal of Eduphoria Premium Suite and Related Services.


Anne Darr commented she will be abstaining from voting on this item due to employment.

The motion was unanimously approved.

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

Abstain: Anne Darr

- B. Approve Addition of Services to the Existing Shared Services Agreement with Education Service Center (ESC) Region 11 for Instructional Services, Materials, Professional Development Parent Engagement Opportunities, and Administration of Services to Private Non-Profit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth ISD Attendance Area

 Service Agreement with Education Service Center

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Addition of Services to the Existing Shared Services Agreement with Education Service Center (ESC) Region 11 for Instructional Services, Materials, Professional Development Parent Engagement Opportunities, and Administration of Services to Private Non-Profit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth ISD Attendance Area.


Anne Darr commented she will be abstaining from voting on this item due to employment.

The motion was unanimously approved.

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

Abstain: Anne Darr

- C. Approve Workforce Solution of Tarrant County Contract Amendment by Extending the Contract End-Date and Allocate Funding Through August 31, 2021 Adult Education Program

 Workforce Solution of Tarrant County

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Workforce Solution of Tarrant County Contract Amendment by Extending the Contract End-Date and Allocate Funding Through August 31, 2021 Adult Education Program.

Daphne Brookins commented she will be abstaining from voting on this item due to employment.

The motion was unanimously approved.

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

Abstain: Daphne Brookins

- D. Approve Second Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)

 Second Reading-Revisions

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Second Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL).

The motion was unanimously approved.

- E. Consider the Level III Grievance of John Hearon (convene in closed session, if necessary)

The grievance was not held.

1. 10 Minutes - Presentation by Employee and/or Representative
2. 10 Minutes - Presentation by District Representative
3. 10 Minutes - Questions from Board Members
4. 15 Minutes - Board Deliberation (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

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

Brookins and President Jackson made comments.

16. ADJOURN

The 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 MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on August 10, 2021.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 10, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 05:30 p.m. at the Professional Development Center Complex, 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 6, 2021 at 05:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 10, 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 6, 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, 3150 McCart Avenue, Fort Worth, Texas, as required by the Texas Government Code Section 551.001 et seq.

Given under my hand on August 6, 2021 .

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Jacinto Ramos, Jr.
Daphne Brookins
Anne Darr
CJ Evans
Roxanne Martinez
Quinton Phillips
Michael Ryan

The following administrators were present:

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

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

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

2. PUBLIC COMMENT

Speakers:

Andrea Palmer

Blake Palmer

Max Krochmal

Erin Bhaka

Courtney Wait

Steven Poole

Vahista Ussery

Ernie Moran

Lark Wallis-Johnston

Alex Vorse

Layne Craig

Jill Farrington

Tamera Hutcherson

Robert Buker

Amanda Coleman

Camille Rodriguez

Ryan Sharp

Cathleen Hicks

Mindia Whittier

Barbara Clark-Galupi

Miguel De Valdenebro

Angel Martinez

Red Sanders

William Karashin

Ashley Quintana

Page Frantz

Marsha Johnson

Alexandra Garza-Flores

Jae Nam

Dr. Jeffrey Rhodes

Carlos Turcios

Joanna Cardoza

Norma Garcia-Lopez

Wallace Bridges

Katherine Hagood

Ashley Paz

Amber S.

Pamela Young

Gloria Mendoza

Jovan Rodriguez

Ken Kuhl

Daniel Garcia-Rodriguez

Mario Rodriguez

Judy Keller

John Greer

Dionna Dardorff

Sarah Thompson

Alex Montalvo
Judy Cocchiarella

The meeting was recessed at 6:35 p.m. to move into Executive Session to discuss and seek the advice of attorneys regarding Agenda Item 3.A *Back to School Safety Protocols for the 2021-2022 School Year*.

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

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

5. REPORTS/PRESENTATIONS

President Jackson reconvened regular meeting at 7:45 pm.

Superintendent Dr. Scribner made a statement regarding mandating face masks in District facilities before commencing the presentation.

A. Back to School Safety Protocols for the 2021-2022 School Year

Chiefs of Student and School Support, Dr. Raúl Peña and Dr. Cherie Washington, Chief Innovation Officer, Dr. David Saenz, and Assistant Superintendent Michael Steinert gave this presentation.

Comments and questions were made by, Anne Darr, Roxanne Martinez, and Tobi Jackson. The chiefs addressed the questions.

President Jackson recessed the meeting at 8:06 p.m. to move into Executive Session.

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

A. Discuss Financial Information Related to the Texas Code Chapter 313 Received from a Business Prospect Considering Locating in the District (Texas Government Code §551.087)

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

C. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including 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)

- a. Chief, Human Capital Management
- b. Chief, Student and School Support


D. Security Implementation (Texas Government Code §551.076)

E. Real Property (Texas Government Code §551.072)

5. ACTION AGENDA ITEMS

The meeting was reconvened at 9:11 pm.

A. Consider an Order Calling a Bond Election in the Fort Worth Independent School District and Approving Other Matters Incident and Related Thereto

 Calling a Bond Election

Motion was made by Jacinto Ramos, seconded by Quinton Phillips, to approve Consider an Order Calling a Bond Election in the Fort Worth Independent School District and Approving Other Matters Incident and Related Thereto.

CJ Evans, Daphne Brookins, Quinton Phillips, Michael Ryan, Anne Darr, Roxanne Martinez, Anael Luebanos, and Tobi Jackson asked questions and comments.

The motion was approved.

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

No: CJ Evans.

B. Approve Resolution and Order for Election Services for the November 2, 2021, Fort Worth Independent School District Bond Election

 Bond Election

Motion was made by Michael Ryan, seconded by Daphne Brookins, to approve Resolution and Order for Election Services for the November 2, 2021, Fort Worth Independent School District Bond Election.

The motion was approved.

Yes: Tobi Jackson, Anael Luebanos, Jacinto Ramos, Daphne Brookins, Anne Darr, Roxanne Martinez, Quinton Phillips, and Michael Ryan.


No: CJ Evans.

C. Consider and Approve Action to Create Redistricting Committee

Motion was made by Anael Luebanos, seconded by Roxanne Martinez, to approve Consider and Approve Action to Create Redistricting Committee.

The motion was unanimously approved.

D. Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority During Declared Emergencies

 Delegation of Authority

Motion was made by Jacinto Ramos, seconded by Roxanne Martinez, to approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority During Declared Emergencies.

The motion was unanimously approved.

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

 Paid Leave Due COVID-19

Motion was made by Daphne Brookins, seconded by Michael Ryan, to approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic.


Anael Luebanos and Roxanne Martinez commented they will be abstaining from voting on this item due to conflict of interest.

The motion was unanimously approved.

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

Abstain: Anael Luebanos and Roxanne Martinez

F. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing One-Time Employee Stipend

 One-Time Employee Stipend

Motion was made by Anne Darr, seconded by Daphne Brookins, to approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing One-Time Employee Stipend.

Anael Luebanos and Roxanne Martinez commented they will be abstaining from voting on this item due to conflict of interest.

The motion was unanimously approved.

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

6. ADJOURN

The meeting was adjourned at 9:41 pm.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on August 17, 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 17, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 6:00 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 17, 2021 at 6:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 17, 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 17, 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 17, 2021 .

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Jacinto Ramos
Daphne Brookins
Anne Darr
CJ Evans
Roxanne Martinez
Quinton Phillips
Michael Ryan

The following administrators were present:

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

1. 6:00 PM – CALL SPECIAL MEETING TO ORDER

President Jackson called the meeting to order at 6:01 p.m.

2. PUBLIC COMMENT

Priscilla Bowens
Kaitlyn O'Connell-Owens
Vahista Ussery
Amma Petursdottir
Courtney Wait
Mitchell Weverka
Ian Cardin
Kika Funchal
Mindia Whittier
Lorri Chambless
Max Krochmal
Kathleen Powderly
Celeste Holbrook
Carol Gweneri
Carrie English
Lyne Craig
Alex Vorse
Ernie Moran
Suzanne Asfar
Bryon Griffith
Michael Shedd
Jenny Crossland
Angel Martinez
Robert Buker
Malik Austin
David Fruge
Bonnie Fontana
Elena Greer
Elise Greer
Andrea Palmer
Mario Rodriguez
Tiffani Keetch
Dr. Fred Bierbaum
Nikki Lanza
Jesse Henry
Megan Carter
Christopher Gallegos
Christi Cantu-Wilson
Diona Deardorff
Mary Kathryn
Norma Garcia Lopez
Cassandra Setser
Meridith Bowman
Amanda Coleman
Joe Palmer
Gloria Mendoza
Sheri Meyers
Arch Mayfield
Brian Goolsby

Heather Goolsby
Mindy White
Erin Carroll
Barton Scott
Alexander Montalvo
Virginia Collins
Buddy Hartman
Brianna Guerrero

The meeting was recessed at 7:19 p.m. to move into Executive Session.

3. 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; In re Abbott; Cause No. 21-0686; pending in the Texas Supreme Court; 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.

The meeting was reconvened at 9:37 p.m.

4. ACTION AGENDA ITEMS

- A. Consider and Approve Action to Appropriately Respond to Matters Related to Litigation Discussed in Closed Session concerning Executive Order GA-38.

Motion was made by Jacinto Ramos, seconded by Anael Luebanos, to Consider and Approve Action to Appropriately Respond to Matters Related to Litigation Discussed in Closed Session concerning Executive Order GA-38.

Daphne Brookins commented she will be abstaining from voting on this item.

Jacinto Ramos, Jr., Anne Darr, CJ Evans, Quinton Phillips, Anael Luebanos, and President Jackson made comments prior to voting.

The motion was approved.

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

No: CJ Evans, and Michael Ryan.

Abstain: Daphne Brookins.

5. ADJOURN

32

The meeting was adjourned at 10:20 p.m.

/s/ Christian Alvarado
Board of Education

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

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE TEMPORARY VIRTUAL LEARNING OPTION FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT ENROLLED STUDENTS IN GRADES KINDERGARTEN - 6TH GRADE

BACKGROUND:

Fort Worth ISD (FWISD) is creating a Temporary Virtual Learning Option for Fort Worth ISD enrolled students in Grades K-6. This temporary virtual learning opportunity specifically targets students not yet eligible for the COVID-19 vaccine and who have a verifiable medical condition that prevents them from attending school in – person due to COVID -19. Only FWISD enrolled students may apply to take part in this program, however, spaces are limited.

The District’s online learning program will begin on Monday, September 13, 2021, and will continue to be offered at least until Friday, December 17, 2021. All applications for the Temporary Virtual Learning Option will be accepted with no guarantees that the Fort Worth ISD will be able to accommodate all interested students. Once accepted into the program, students must maintain satisfactory academic performance and attendance to remain eligible to participate in the Temporary Virtual Learning Option.

Virtual instruction is not approved for state funding. The Elementary and Secondary School Emergency Relief (ESSER) Fund will be used to provide this limited virtual option to our families. Fort Worth ISD will continue to monitor the Texas Legislature’s actions as they consider possible funding for a virtual option. The funding source will be adjusted accordingly.

In addition, this service may also be used to cover vacancies in unique course offerings to ensure a continuity of instruction for our students in an in-person setting.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Temporary Virtual Learning Option for Fort Worth Independent School District Enrolled Students in Grades Kindergarten - 6th Grade
2. Decline to Approve Temporary Virtual Learning Option for Fort Worth Independent School District Enrolled Students in Grades Kindergarten - 6th Grade
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

ESSER Fund	282-XX-6299-0VL-XXX-24-950- 000416-22F32
General Fund	199-XX-6299-0VL-XXX-XX-416-000000

COST:

Not-to-Exceed - \$5,000,000

VENDOR:

Proximity Learning

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 Region 19 – Allied States Cooperative Contract RFP 19-7346. 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:

Fort Worth ISD enrolled students in grades Kindergarten – 6th Grade

RATIONALE:

FWISD is committed to offering a safe and high quality in-person education. As children under 12 are currently ineligible for the COVID-19 vaccine, FWISD is creating a Temporary Virtual Learning Option for currently enrolled students in Grades K-6. This will allow families who have selected this option to continue to receive a high-quality education in a virtual environment.

INFORMATION SOURCE:

Cherie Washington

David Saenz



2021-22 Fort Worth ISD -Virtual District -- 3 Grading Periods

Quote created on August 15, 2021 - Reference: 20210815-151233429

Fort Worth ISD
100 North University Drive
Fort Worth, TX 76107
United States

David Saenz
david.saenz@fwisd.org

Products & Services

Virtual District-6 Week Grading Period 900 x \$1,683.00

SKU 202122300

Live Instruction Up To 60 Minutes, Priced Per Section Per Grading Period (6 Grading Periods)

This applies to 3 6-week grading periods

Grade Levels	Total Students	Teachers	Sections
K	280	7	42
1	280	7	42
2	280	7	42
3	280	7	42
4	280	7	42
5	280	7	42
6	320	8	48
Totals	2000	50	300

Virtual District Set-up Fee 150 x \$1,799.99

SKU 202122301

Class Set-Up, User Licenses, Facilitator On-Boarding, Technical Support, & CSS Team support; Up To 6 Sections (Per Grading Period)

One-time subtotal \$1,784,698.50

Total **\$1,784,698.50**

This quote expires on November 13, 2021.

Purchase Terms

- This agreement is month to month.
- Setup Reimbursement Fee: If client cancels services within the first 30 days of signed agreement, without cause, there is a cancellation fee of (2) two months of service to cover the costs Proximity Learning incurs to procure teacher (s) and begin implementation process. (Exceptions: Tutor, Substitution, Asynchronous Courses)
- After the first (2) two months of service If a client notifies Proximity Learning of the intent to terminate the contract, client will be billed an additional 4 weeks to off-board properly.
- Invoicing is monthly upon services rendered. All fees (set-up, content creation, etc) will be placed on the first invoice for payment. Example: If client uses Proximity Learning services in October, invoice will be issued October 31, payment due by November 30.
- All payments are Net 30 days. Installment invoice will be delivered on the final day of the month services are rendered.
- By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. The original content, features, and functionality are owned by Proximity Learning, Inc. and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- Total price does not include sales, value added or similar taxes of any nature. Client shall pay applicable taxes when invoiced by Proximity Learning, Inc. or shall supply appropriate tax exemption certificates in a form satisfactory to Proximity Learning, Inc.
- By signing this document you agree to the terms and services listed on the company website: <http://proxlearn.com/terms-of-service>
- The company reserves the right to change these conditions from time to time as it sees fit and your continued use of PLI services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site.

Signature

Signature

Date

Printed name

Questions? Contact me



Jason Roppolo

Executive Director of Business Development & Strategic Initiatives

jroppolo@proxlearn.com



Proximity Learning

1800 E 4th St, Suite 131

Austin, TX 78702

United States



2021-22 Fort Worth ISD Fall Semester

Quote created on August 20, 2021 - Reference: 20210820-112151337

For Fort Worth ISD - David Saenz [Show details](#)

Products & Services

4 Days per Week Up To 60 Minutes Live Instruction--Semester Commitment 1 x \$5,356.00

SKU 202122061

Live Instruction; up to 60 minutes per section Section Start: 2-4 weeks after PLI receives all required documentation

1 section Geometry

4 Days per Week Up To 60 Minutes Live Instruction--Semester Commitment 1 x \$5,356.00

SKU 202122061

Live Instruction; up to 60 minutes per section Section Start: 2-4 weeks after PLI receives all required documentation

1 section Latin

4 Days per Week Up To 60 Minutes Live Instruction--Semester Commitment 7 x \$5,356.00

SKU 202122061

Live Instruction; up to 60 minutes per section Section Start: 2-4 weeks after PLI receives all required documentation

7 sections Spanish

Set-up & Support Fee 9 x \$299.99

SKU 202122243

Class Set-Up, User Licenses, Facilitator On-Boarding, Technical Support, & CSS Team support

One-time subtotal

\$50,903.91

Total \$50,903.91

This quote expires on November 18, 2021.

Purchase Terms

- By signing this agreement, you are locking in the discounted price for a semester of service.
- If client terminates service. client will be responsible for paying of 100% of total agreement.
- All payments are Net 30 days. Invoice will be delivered on the final day of the month services begin.
- Any participation in this service will constitute acceptance of this agreement.
- The original content, features, and functionality are owned by Proximity Learning, Inc. and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- Total price does not include sales, value added or similar taxes of any nature. Client shall pay applicable taxes when invoiced by Proximity Learning, Inc. or shall supply appropriate tax exemption certificates in a form satisfactory to Proximity Learning, Inc.
- By signing this document you agree to the terms and services listed on the company website: <http://proxlearn.com/terms-of-service>
- The company reserves the right to change these conditions from time to time as it sees fit and your continued use of PLI services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site.

Signature

Signature

Date

Printed name

Questions? Contact me



Jason Roppolo

Executive Director of Business Development & Strategic Initiatives

jroppolo@proxlearn.com

[Download quote](#)

[Print quote](#)



Proximity Learning

1800 E 4th St, Suite 131

Austin, TX 78702

United States

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director -
rshernandez@esc19.net & lhernando@esc19.net
ESC-Region 19 Allied States Cooperative
6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

Fort Worth ISD

Name of District/Agency

JONATHAN BEY

Name of Authorized Person

[Signature]

Signature of Authorized Person

Exec Dir, Purchasing 10/28/19

Title

Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

[Signature]

Authorized Signature

12/16/2019

Date

PURCHASE ORDER CONTACT

1. JONATHAN BEY
Name

jonathan.bey@fwisd.org
Email

2. Nellie Lucano
Name

nellie.lucano@fwisd.org
Email

100 N. UNIVERSITY STE 140-F
Address:

Fort Worth Tx 76107
City State Zip

817-814-2210 817-814-2225
Telephone Fax



Serving the Educational Communities of El Paso & Tarrant Counties

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

**TOPIC: APPROVE RATIFICATION TO PROVIDE SCHOOL SUPPLIES TO
ELEMENTARY SCHOOLS STUDENTS ENROLLED FOR THE
2021-2022 SCHOOL YEAR**

BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2020, and included Elementary and Secondary School Emergency Relief (ESSER) III Funds for K-12 schools. ESSER III funds will provide school districts with emergency funds to address the impact of the COVID-19 pandemic on schools. The District engaged in meaningful consultation with stakeholders and allowed the public opportunities to provide input. We have developed a plan that includes providing all items from the 2021-2022 Elementary School Supply List to all enrolled elementary students. This will assure that every child, regardless of income level, will have immediate access to the personal tools needed for instruction on the first day of school. It is expected that this initiative will reduce the impact of returning to school and promote an increase in student enrollment and participation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification to Provide School Supplies to Elementary Schools Students Enrolled for the 2021-2022 School Year
2. Decline to Approve Ratification to Provide School Supplies to Elementary Schools Students Enrolled for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

ESSER Fund

282-11-6399-XXX-05Y-24-950-000000-22F32

COST:

Not-to-Exceed - \$2,600,000

VENDOR:

Educational Products

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-012

Number of Bid/Proposals received: 23

HUB Firms: 4

Compliant Bids: 3

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:

A.M. Pate Elementary	Alice Carlson Elementary	Alice D. Contreras Elementary
Atwood McDonald Elementary	Benbrook Elementary	Bill J. Elliott Elementary
Bonnie Brae Elementary	Boulevard Heights Elementary	Bruce Shulkey Elementary
Burton Hill Elementary	Carroll Peak Elementary	Carter Park Elementary
Cesar Chavez Elementary	Charles E. Nash Elementary	Christene C. Moss Elementary
Clifford Davis Elementary	The Leadership Academy at Como Elementary	D. McRae Elementary
Daggett Montessori	Daggett Elementary	David K. Sellars Elementary
De Zavala Elementary	Diamond-Hill Elementary	Dolores Huerta Elementary
East Handley Elementary	Eastern Hills Elementary	Edward J. Briscoe Elementary
George C. Clarke Elementary	Glen Park Elementary	Greenbriar Elementary
H.V. Helbing Elementary	Harlean Beal Elementary	Hazel Harvey Peace Elementary

Hubbard Heights Elementary	J.T. Stevens Elementary	The Leadership Academy at John T. White ES
Lily B. Clayton Elementary	Lowery Road Elementary	Luella Merrett Elementary
M.G. Ellis Elementary	M.H. Moore Elementary	Manuel Jara Elementary
Mary Louise Phillips Elementary	The Leadership Academy at Maude I. Logan Elementary	Maudrie M. Walton Elementary
Meadowbrook Elementary	Milton L. Kirkpatrick Elementary	The Leadership Academy at Mitchell Boulevard Elementary
Morningside Elementary	Natha Howell Elementary	North Hi Mount Elementary
Oakhurst Elementary	Oaklawn Elementary	Overton Park Elementary
Richard J. Wilson Elementary	Ridglea Hills Elementary	Riverside Applied Learning Center (ALC)
Rosemont Elementary	Rufino Mendoza Elementary	S.S. Dillow Elementary
Sagamore Hill Elementary	Sam Rosen Elementary	Seminary Hills Park Elementary
South Hi Mount Elementary	South Hills Elementary	Springdale Elementary
Sunrise-McMillian Elementary	T.A. Sims Elementary	Tanglewood Elementary
Van Zandt-Guinn Elementary	Versia L. Williams Elementary	W.J. Turner Elementary
W.M. Green Elementary	Washington Heights Elementary	Waverly Park Elementary
West Handley Elementary	Westcliff Elementary	Westcreek Elementary
Western Hills Elementary	Western Hills Primary	Westpark Elementary
Woodway Elementary	Worth Heights Elementary	

RATIONALE:

Purchasing school supplies for all elementary students before the first day of school, August 16, 2021, will reduce the impact of returning to school and increase student enrollment and participation.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE HUMAN LEARNING TOOLS TO SUPPORT AND ACCOMMODATE DIVERSE LEARNING NEEDS**

BACKGROUND:

Each year, the Texas Education Agency (TEA) provides guidance to districts in response to Results Driven Accountability (RDA) indicators. A significant number of students from various student sub-groups continue to perform below standards on the State of Texas Assessments of Academic Readiness (STAAR) and STAAR End-of-Course (EOC) in all subjects in comparison to their peers state-wide. In order to increase the academic performance of all students, all students must be provided with human learning tools to support and accommodate their diverse learning needs to successfully access and master their curriculum. This is a new contract with an anticipated contract start date of August 25, 2021.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Human Learning Tools to Support and Accommodate Diverse Learning Needs
2. Decline to Approve Human Learning Tools to Support and Accommodate Diverse Learning Needs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Human Learning Tools to Support and Accommodate Diverse Learning Needs

FUNDING SOURCE

Additional Details

ESSER Fund

282-11-6399-001-514-23-950-000229-22F32

COST:

\$141,069.60

VENDOR:

Don Johnston, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-130-A

Number of Bid/Proposals received: 24

HUB Firms: 4

Compliant Bids: 24

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Fort Worth ISD Schools

RATIONALE:

By approving this purchase, students will be able to use human learning tools to support and accommodate their diverse learning needs to successfully access and master their curriculum.

INFORMATION SOURCE:

Jerry Moore



26799 W Commerce Dr
Volo, Illinois 60073-9675
United States

Prepared By Stephanie Gilley
Phone (847) 740-0749
Email sgilley@donjohnston.com

Quote Number 00020008
Created Date 8/6/2021
Expiration Date 9/30/2021

Contact Name Janice Carter
Contact Email janice.carter@fwisd.org

Web Administrator Janice Carter
Web Administrator Email janice.carter@fwisd.org

Bill To Name Fort Worth Independent School District
Bill To 100 N University Dr
Fort Worth, Texas 76107
United States

Ship To 100 N University Dr
Fort Worth, Texas 76107-1360
United States

Product	License Category	Product Quantity	Total Price	Line Item Description
Coalition	District	1	\$130,620.00	District Wide Coalition (Snap&Read, Co:Writer, uPAR, Wordbank & Quizbot)

Subtotal	\$130,620.00
Shipping and Handling	\$0.00
Implementation Fee	\$10,449.60
Tax	\$0.00
Grand Total	\$141,069.60

Notes One Year District Wide License to Snap&Read, Co:Writer, uPAR, Wordbank, and Quizbot

Sales tax. The following states are subject to sales tax: AZ, CA, FL, GA, IL, IN, MA, MD, MN, NC, NJ, OH, PA, SD, ~~TX~~, VA, and WA. If you are in a listed state and tax exempt, please send us a copy of your tax exempt certificate to be considered tax exempt.

CONSENT AGENDA ITEM

BOARD MEETING

August 24, 2021

TOPIC: APPROVE SOFTWARE SYSTEM TO CREATE, MONITOR, AND EVALUATE CAMPUS EDUCATIONAL IMPROVEMENT PLANS AND DISTRICT IMPROVEMENT PLAN

BACKGROUND:

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

Each CEIP must:

Include a review of the academic achievement for each student in the school:

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

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

During the 2020-2021 school year, the District initiated a contract for a service agreement to obtain a software system to create, monitor, and evaluate school improvement plans. In addition to developing Campus Educational Improvement Plans (CEIPs), the software provided Fort Worth ISD capabilities to develop a District Improvement Plan. The District seeks consent to renew the service agreement for the 2021-2022 school year. The contract includes the software system and District wide summary reports to track funding by goal and to capture Site-Based Decision-Making data for reporting purposes.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans, and District Improvement Plan
2. Decline to Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans, and District Improvement Plan
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue	289-23-6299-006-XXX-24-512-000000-22F12.....\$61,000
	255-23-6299-006-XXX-24-528-000000-22F28.....\$20,300

COST:

\$81,300

VENDOR:

806 Technologies

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, Contract RFP2018-06. Supporting documentation is attached. The recommended vendor is listed above. This purchase is Edgar compliant.

Purchasing Support Documents Needed:

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

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

All Fort Worth ISD Campuses

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington

Raúl Peña

David Saenz

806 TECHNOLOGIES, INC.
 5760 Legacy Drive
 Suite B3-176
 Plano, TX 75024
 (877) 331-6160x3
 accounting@806technologies.com

806 | Technologies

Quote

ADDRESS

Jeimie Rodriguez
 Fort Worth ISD
 100 N University Dr., STE NW 140-E
 Fort Worth, TX 76107-1300

QUOTE # 4738
DATE 08/03/2021

ACTIVITY	QTY	RATE	AMOUNT
DIP Plan4Learning - District Improvement Planning Software -- FREE	1	0.00	0.00
CIP Plan4Learning - Campus Improvement Planning Software	130	500.00	65,000.00
Plan4Learning - Training 3.5-Hour Live Webinar Training by an 806 Technologies Trainer for District and Campus personnel. ~ Up to 30 participants	7	2,500.00	17,500.00
Discount Training Discount	7	-1,500.00	-10,500.00
Other Products1 Software Update - District Wide Committee Members Report	1	3,900.00	3,900.00
Other Products1 Software Update - District Wide Funding Summary Budget Report	1	5,400.00	5,400.00

This estimate is for the 2021-22 school year.

TOTAL

\$81,300.00

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE ANNUAL PURCHASE FOR THE APPLICANT TRACKING AND SCREENING ASSESSMENTS SYSTEM SOFTWARE PLATFORM**

BACKGROUND:

The District established usage of the comprehensive system software of applicant tracking and screening assessments in 2015 for recruiting and hiring in education. Human Capital Management is requesting approval to make the annual purchase for the continual usage of the applicant tracking and screening assessments, and with unlimited usage for internal employees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Purchase for the Applicant Tracking and Screening Assessments System Platform
2. Decline to Approve Annual Purchase for the Applicant Tracking and Screening Assessments System Platform
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Purchase for the Applicant Tracking and Screening Assessment Platform

FUNDING SOURCE: *Additional Details*

General Fund 199-41-6399-001-750-99-105-000000

COST:

\$75,706.07

VENDOR:

Frontline Education

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-A

Number of Bid/Proposals received: 199

HUB Firms: 21

Compliant Bids: 199

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

Purchasing Support Documents Needed:

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

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

District - Wide

RATIONALE:

Approval for the comprehensive system software will allow the District to continue to successfully recruit and hire top talent and explore the hiring data and benchmark it against other education organizations.

INFORMATION SOURCE:

Karen Molinar

Accounts Payable
Fort Worth Independent School District
100 N University Dr.
Fort Worth TX 76107-1360

Start Date: 3/12/2021

Due Date: 7/31/2021

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

Qty	Description	Start	End	End User	Rate	Amount
1	Screening Assessments, unlimited usage for internal employees	7/1/2021	6/30/2022	9014719 Fort Worth ISD	\$46,172.79	\$46,172.79

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$46,172.79

TOTAL DUE \$46,172.79
by 7/31/2021

Frontline Education Renewal Notice

Attn: Fort Worth Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 9/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Applicant Tracking, unlimited usage for internal employees	9/01/2021	8/31/2022	1	\$29,533.28	\$29,533.28
Total					\$29,533.28

Please use this [link](#) to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Daniel Alvisi at (484) 328-4598 or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: APPROVE ANNUAL MAINTENANCE RENEWAL FOR THE
DISTRICT'S ENTERPRISE RESOURCES PLANNING SYSTEM FOR
2021-2022**

BACKGROUND:

The annual maintenance of the District's Enterprise Resource Planning (ERP) solution is due for renewal. The renewal is for the modules that will be used in the 2021-2022 school year and includes maintenance, support and upgrade.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2021-2022
2. Decline to Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2021-2022
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2021-22

FUNDING SOURCE

Additional Details

General Fund	199-53-6249-802-999-99-423-000000.....\$528,319.21
	199-53-6299-001-750-99-431-000000.....\$19,133.65

COST:

\$547,452.86

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

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Company	Order No.	Date	Page
045	161174	08/12/2021	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 Worht Independent School District
 Attn: Accounts Payable
 100North University Drive
 Suite 140E
 Fort Worth , TX 76107
 United States

Ship To: Fort Worht 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
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No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	21,722.68	.00	21,722.68
11 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	21,722.68	.00	21,722.68
12 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	14,934.34	.00	14,934.34
13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	56,003.77	.00	56,003.77
14 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	13,576.67	.00	13,576.67
15 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	22,401.52	.00	22,401.52
16 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	15,681.42	.00	15,681.42
17 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	17,649.68	.00	17,649.68
18 Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	7,467.18	.00	7,467.18
19 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	No	1	1	EA	15,681.42	.00	15,681.42
20 Renewal: SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 10/01/2021, End: 09/30/2022; Term: 12 months	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

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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](#)

OVERVIEW	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **Tyler Technologies Inc**

PO Box 203556 Dallas TX,75320

WEBSITE 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
August 24, 2021**

TOPIC: APPROVE RENEWAL OF ELECTRONIC VISITOR MANAGEMENT SYSTEM FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES

BACKGROUND:

The annual renewal fee for the electronic visitor management system is due for the 2021-2022 school year. The system is used in District schools and administrative facilities, whereby a visitor's identification may be scanned, cross-referenced in national and local sex offender registries, allowing visitor badges to be printed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Electronic Visitor Management System for District Campuses and Administrative Facilities
2. Decline to Approve Renewal of Electronic Visitor Management System for District Campuses and Administrative Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-52-6399-001-999-99-390-000000

COST:

\$77,625

VENDOR:

Raptor Technologies, LLC

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 579-19. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Safety and Security	School Campuses
Administration Building	Professional Development Center (PDC)
Teaching and Learning Center	

RATIONALE:

The renewal will provide continued support for the visitor management surveillance system. This system, as well as the District staff, will assist in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar



Renewal Notice

Date 7/1/2021
Renewal # 15813

"Protect Every Child, Every School, Every Day"

**Your Service Ends
 8/31/2021
 To avoid loss of service, please
 pay renewal fee on or before the
 above service end date.**

Bill To:

Fort Worth ISD
 Accounts Payable
 100 N University, Suite NW 140-E
 Fort Worth TX 76107-1300

Ordered By:

Fort Worth Independent School District

Raptor Technologies, LLC
 631 W. 22nd St. :: Houston, TX 77008
 FEIN: 45-4914152

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee	138	\$575.00	\$79,350.00
Raptor Visitor Management Annual Access Fee - Handley MS, Rosemont 6th Grade Center & Z4-Admin Building Student Closed	-3	\$575.00	(\$1,725.00)

Remit Checks to : Dept 141 :: PO Box 4458 :: Houston, TX 77210-4458

Email Renew@Raptortech.com for inquiries or to send POs

Subtotal	\$77,625.00
Tax Total	\$0.00
Total	\$77,625.00





Vendor Contract Information Summary

Vendor Name Raptor Technologies, LLC
Contact Lauri Yager
Phone Number 7138808902
Email orders@raptortech.com
Website www.raptortech.com
Federal ID 45-4914152
Accepts RFQs Yes
Address Line 1 631 W. 22nd St.
Vendor City Houston
Vendor Zip 77008
Vendor State TX
Vendor Country USA
Delivery Days 4
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Technology Equipment, Products, Services and Software
Contract # 579-19
Effective Date 01/01/2019
Expiration Date 12/31/2021
Quote Reference Number 579-19
Return Policy Returns accepted within 30 days of purchase, 25% restocking fee

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

TOPIC: APPROVE RENEWAL OF ENERGY MANAGEMENT CONTROL SYSTEM

BACKGROUND:

The District’s building energy management system provides the tools to help monitor and regulate air-conditioned comfort levels in classrooms and facilities. The agreement includes technical support to maintain the main operator workstation, global control modules and unitary controllers. The renewal agreement extends from July 1, 2021 – June 30, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Energy Management Control System

FUNDING SOURCE:

General Fund

Additional Details:

199-51-6299-001-999-99-451-000000

COST:

\$121,044

VENDOR:

Climatec

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 13-015-A

Number of Bid/Proposals received: 29

HUB Firms: 9

Compliant Bids: 29

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

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

Renewal of the technical support agreement will ensure efficient operation of HVAC, or Heating, Ventilation, and Air Conditioning, equipment connected to the energy management system.

INFORMATION SOURCE:

Michael Ball

**TECHNICAL SUPPORT
AGREEMENT**

Prepared for:



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Prepared by:



1632 West Walnut Hill Lane

Irving, TX 75038

EXECUTIVE SUMMARY

As technology advances, Climatec, LLC must be responsive in solving our customer's problems, serving their needs, and optimizing their building performance...Climatec, LLC is pleased to propose the following Technical Support Agreement for Fort Worth ISD.

The purpose of this agreement is to deliver quality comprehensive technical solutions to satisfy the specific requirements for Fort Worth ISD by providing predictive and proactive technical support with the goal of analyzing, detecting, and continually looking for improvements while avoiding catastrophic down time. This is achieved by optimizing your Energy Management & Control System (EMCS) for proper efficiencies, comfort, and operating conditions.

We appreciate your consideration and we look forward to the opportunity to become your long-term EMCS and professional partner.

CLIMATEC, LLC

Chris M. Geiger

Name

 Digitally
signed by Chris
M Geiger

6/22/2021

Signature

Date

Service Sales Representative

Title

AGREEMENT APPROVALS

Date of Proposal: June 22, 2021
TSA Start Date: July 1, 2021
TSA End Date: June 30, 2022
Service Dispatch Number: (972)823-9121
Service Dispatch Email: DallasService@Climatec.com

This proposed agreement is firm for one hundred and eighty (180) days, shall include the attached Terms & Conditions, Schedule(s), commence upon approval, and continue for a term of **one (1) year** for technical support services at the following facility(s):

Facility Name: Fort Worth ISD
Facility Address: 100 N. University Dr. Fort Worth, TX 76107

BY AND BETWEEN:

CLIMATEC, LLC

1632 West Walnut Hill Lane
Irving, TX 75038

CLIENT:

FORT WORTH ISD

100 N. University Dr.
Fort Worth, TX 76107

APPROVALS:

CLIMATEC, LLC

Bryan Weidenbach

Name

Signature

Date

8/2/2021

General Manager

Title

FORT WORTH ISD

Name

Signature

Date

Title

PROPOSAL OVERVIEW AND SCOPE OF SERVICES

OVERVIEW:

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

SCHEDULE B – TYPE OF SERVICE PLAN

Attachment 1 - Energy Management & Control System Service

Attachment 1A - Fault Detection & Diagnostics Service

Attachment 1B - Central Plant Optimization Service

Attachment 1C - 24/7 Remote Monitoring Service

Attachment 1D - Energy Information System Service

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

Service Task 1 - EMCS Main Operator Workstation

Service Task 2 - EMCS Network Analysis

Service Task 3 - EMCS Global Control Modules

Service Task 4 - EMCS Unitary Controllers

SCHEDULE D – LIST OF SERVICED EQUIPMENT

SCHEDULE E – MISCELLANEOUS CONDITIONS

SCHEDULE F – TERMS AND CONDITIONS

SCOPE OF SERVICES:

Monthly test and inspection, technical support, and software services (as listed on attached Schedules B and C) for the **Energy Management & Controls System**. Climatec will **provide a total of eight-hundred (800) hours** of time to be scheduled with customer (see Schedule F – Special Conditions for more details).

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

ANNUAL CHARGES:

This agreement shall be billed **quarterly** (as listed below) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is:

First Year: **\$121,044 ***

** Excluding taxes.*

BILLING PERIOD CHARGES:

* The first year billing shall be 4 payments of:	\$30,261 *
• 1st Payment:	November 15th, 2021
• 2nd Payment:	January 30th, 2021
• 3rd Payment:	April 15th, 2022
• 4th Payment:	June 15th, 2022

** Excluding taxes.*

RATES:

The following list contains the customer preferred labor rates that shall be used for services, provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

* Automation Field Installer (M-F 8:00 AM to 5:00 PM)	\$126.00 per hr.
* Automation Field Installer (M-F after 5:00 PM & Saturday)	\$189.00 per hr.
* Automation Field Installer (Sundays & Holidays)	\$252.00 per hr.
* Automation System Specialist (M-F 8:00 AM to 5:00 PM)	\$137.00 per hr.
* Automation System Specialist (M-F after 5:00 PM & Saturday)	\$206.00 per hr.
* Automation System Specialist (Sundays & Holidays)	\$274.00 per hr.
* Automation Application Specialist (M-F 8:00 AM to 5:00 PM)	\$147.00 per hr.
* Automation Application Specialist (M-F after 5:00 PM & Saturday)	\$221.00 per hr.
* Automation Application Specialist (Sundays & Holidays)	\$294.00 per hr.

PRICING:

Additional Alerton parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 50%, less 10%.

SCHEDULE B – TYPE OF SERVICE PLAN

ATTACHMENT 1 - ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

System and Service Review. Climatec, LLC will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.

Preventive Maintenance. Maintenance shall be performed per the attached Schedule C to optimize the system effectiveness. Scheduled preventive maintenance visits will as **outlined in Schedule F.**

Software Maintenance. Climatec, LLC will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.

Database Protection. Climatec, LLC will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **outlined in Schedule F.**

Telephone Support. Technical experts will assist you, via the telephone, to identify and resolve operational problems.

On-Line Service. Climatec, LLC will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *The Client is responsible for LAN / telephone line installation and costs.*

System and Service Log. Climatec, LLC will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.

Documentation. All scheduled and unscheduled service visits will be documented by a work order form, listing materials used, and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE TASK 1: EMCS – MAIN OPERATOR WORKSTATION:

On Each Scheduled Service will:

- * **Visits to Jobsite**
- * Report in with appropriate customer personnel.
- * Review EMCS system for critical and off-line status indications.
- * Review EMCS system for override and disabled status indications.
- * Review event and alarm log with customer and discuss EMCS operational concerns.
- * Analyze the number of operator or system change occurrences for impact on performance.
- * Perform or schedule reactive or proactive maintenance procedures as appropriate to resolve situations noted.
- * Install appropriate EMCS software refinements and updates.

On a Scheduled Basis will:

- * **Main Operator Workstation**
- * Check monitor for clarity, focus, and color.
- * Cycle power and listen for unusual motor/bearing noise.
- * Verify proper system restart; check system date, time and hardware status.
- * Clean exterior surfaces, including monitor.
- * Clean dust from internal surface(s).
- * General security/software maintenance of the main operator workstation.
- * Save/copy network workstation data base, including custom graphics and resident Master Controller archive data bases, as indicated in this agreement.

NOTE: Revisions to other software programs not produced by Climatec are not included in this service task, however it can be added at the owner's request. Likewise, "Major Revisions" to the EMCS software, which add new features and capabilities are not included. Excludes any customer IT maintained server.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE TASK 2: EMCS – NETWORK ANALYSIS:

On a Scheduled Basis will:

- * Log onto the main operator workstation or global controller(s) to prove proper communication means.
- * Review global controller error log.
- * For each main operator workstation and global controller unit:
 - Analyze communication.
 - Perform online/offline test routine to determine power and communication restart.
 - Provide a report summarizing network analysis results.

As Required:

- * Analyze the error rate & transmission rate.
- * Review trend logs.
- * Review alarm logs.
- * Perform the network analysis tasks as appropriate to verify or discount suspected communication problems.
- * Perform communication “sniffing” if communication problems elude conventional troubleshooting (discussion of resource equipment needs to be discussed with owner).
- * Perform the network analysis tasks as appropriate to evaluate the impact on network performance of various configuration options, as part of a proposed system expansion or modification.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE TASK 3: EMCS – GLOBAL CONTROL MODULES:

On a Scheduled Basis will:

- * Check indications to verify proper DC power levels, appropriate transmit and receive activity on the communication trunks, and check for possible Error Code indications.
- * Confirm proper time sync of all Global Controller(s) with workstation.
- * Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding, or shield grounding.
- * Monitor LED sequencing for proper operation.
- * Review Global Controller(s) device properties.
- * Remove excessive dust from internal surfaces.
- * Verify / calibrate other points and control processes, where the need for possible proactive maintenance is indicated.
- * Update firmware files, as required.
- * Review and maintain software documentation.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE TASK 4: EMCS – UNITARY CONTROLLERS:

On a Scheduled Basis – AHU Application Controller will:

- * Verify that HVAC Unit is being controlled at the appropriate value(s).
- * Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- * Return set point to original value.
- * Repeat for each additional control loop, as required.
- * Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- * Review and maintain software documentation.

On a Scheduled Basis – Unitary Equipment Controller will:

- * Verify that controller is in control at the desired value(s).
- * Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- * Return set point to original value.
- * Repeat for each additional control loop, as required.
- * Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- * Review and maintain software documentation.

SCHEDULE D – LIST OF SERVICED EQUIPMENT

ENERGY MANAGEMENT & CONTROL SYSTEM:

- * EMCS operators' workstation, to include the operating software.
- * EMCS global controller(s), to include the modem.
- * EMCS programmable and unitary controllers.
- * Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller's.

SCHEDULE F – TERMS & CONDITIONS

SPECIAL CONDITIONS:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

Climatec will provide the customer with a total of **eight-hundred (800) hours** to be scheduled up front.

1.0 GENERAL PROVISIONS

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during Climatec, LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. Climatec, LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Climatec, LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized Climatec, LLC representative, shall constitute the entire agreement between the two (2) parties, *with the exception of any response by Climatec to Client's Request for Proposal, if any. BSW*

2.0 CHARGES

- 2.1 For services not covered by this agreement, but performed by Climatec, LLC upon the Client's authorization, the Client agrees to pay Climatec, LLC upon presentation of itemized invoice(s) at Climatec, LLC's prevailing rates, as set forth on page five (5) of this agreement, as outlined in schedule A. *written BSW*
- 2.2 If emergency service is requested by the Client and inspection does not reveal any defect for which Climatec, LLC is liable under this agreement, the Client will be charged at Climatec, LLC's, *as set forth on page five (5) of this agreement, as outlined in schedule A.* *BSW*
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of one (1) year ~~and shall continue from year to year thereafter until terminated.~~ Client may terminate this agreement at any time by giving a thirty (30) day written notice to Climatec, LLC. Climatec, LLC. ~~May terminate this agreement at any time Client is in material default and fails to cure such default within: (1) ten (10) days of written notice from Climatec, LLC for a monetary default; or (2) thirty (30) days of written notice from Climatec, LLC for a non-monetary default, provided the claimed default is detailed in such written notice. With respect to the annual renewals after the initial (3) year term of this agreement the agreement price may be adjusted on its anniversary date based on mutual agreement, of the parties~~ *BSW*

SCHEDULE F – TERMS & CONDITIONS

3.0 LIMITATIONS OF LIABILITY

- 3.1 Climatec, LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, or malicious mischief by a party other than Climatec, LLC or one of its employees, subcontractors or consultants. **IN NO EVENT SHALL CLIMATEC, LLC BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL ACTS.**
- 3.2 Climatec, LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
- 3.3 Climatec, LLC shall not be required to make replacements or repairs necessitated by reason of the Client's personnel negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 (removed)
- 3.5 As a government entity FW^WISD is exempt from state and local sales tax. *BSW*
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than Climatec, LLC, this agreement shall be modified to incorporate such changes and the agreement price shall be ^{reasonably} adjusted accordingly. *BSW*
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following ten (10) months of service or any time thereafter, if individual item(s) cannot, in Climatec, LLC's reasonable opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec, LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice, and the agreement price shall be ^{reasonably} adjusted accordingly. *BSW*
- 3.9 This agreement shall comply with all applicable federal, state and local laws and regulations.

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE RENEWAL OF SECURITY SOFTWARE AND SERVICES TO SUPPORT DISTRICT TECHNICAL SECURITY OPERATIONS**

BACKGROUND:

Through Education Service Center 10 (Region 10) a package of security tools will be provided to the District to support the daily security operations of the Information Technology Security team. These tools will include the ability to aggregate security data and perform actions necessary to keep the District resources secure. This package of tools will tie into the Districts managed service offering to also cover all network activities along with email intrusion events such as phishing attempts. The package will include additional services such as training opportunities for staff in cybersecurity, along with scheduled security posture reviews.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Cybersecurity Software and Security Services to Support District Technical Security Operations
2. Decline to Approve Renewal of Cybersecurity Software and Security Services to Support District Technical Security Operations
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 198-53-6299-814-999-99-423-0000000

COST:

\$ 379,000

VENDOR:

Region 10

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 Region 10. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

This software package provides critical support to the District’s security daily operations and enhances our ability to detect, analyze, and respond to cybersecurity incidents.

INFORMATION SOURCE:

Marlon Shears



*Proposal for Guardian
Security Bundle Renewal
for
Fort Worth ISD*

August 18, 2021

INTRODUCTION

ESC10 (the “Service Center”) proposes to provide Guardian Managed Security Services (MSS) to Fort Worth ISD. The Guardian MSS is a strategic partnership between ESC10, True North Consulting Group, and Blackswan Cybersecurity (the “Guardian Team”). Through this partnership the Guardian Security Bundle provides the following key services and benefits:

- 24x7x365 Real-Time Monitoring, Analysis, and Response
- Vendor Agnostic Device Monitoring
- Native Cloud Integration
- Expert Security Advisors, Engineers, and Analysts
- Web-based Dashboard

ESTABLISHING A SECURITY PARTNERSHIP

Guardian MSS is relationship focused, with a mission to improve the cybersecurity posture and capabilities for K12. The Guardian Team will collaborate with district personnel to scope, design, and implement the Guardian MSS based on NIST Framework with input based on each district's operational needs, technology environment, and strategic roadmap. Customizing the reports to meet each district expectations allows for better understanding of the security systems. Using a phased approach with respect to current and future state, enables the Guardian Team’s experts to better understand, assess and respond to events in the environment resulting in a stronger security posture.

IDENTIFYING AND REVIEWING SECURITY INCIDENTS

The Guardian Team identifies and reviews alerts in near real-time around the clock. Alerts are then categorized as 1) false positives, 2) an event that requires escalation to further define, or 3) a valid alert that requires response. The Guardian Team filters out the noise of false positives, prepares preliminary remediation recommendations for valid alerts, and escalates incidents according to established expectations and severity.

As first responders to security incidents, Guardian Team analysts have a vested interest in creating efficient security rule sets that provide meaningful security alerts with minimal false positives. The mitigation of misleading alerts makes it possible for analysts to focus on the incidents that pose a legitimate threat to the confidentiality, integrity, and availability of district information.

ESCALATING SECURITY ALERTS (24X7 SECURITY MONITORING)

Guardian MSS provides around-the-clock log monitoring and management. When an after-hours incident occurs, analysts review the incident and only notify clients if a response is immediately necessary. This means that you won't have to get out of bed when a non-critical alert is generated in the middle of the night and allows district staff to focus on technology operations during the day. For the incidents that require attention, Guardian MSS analysts communicate with district staff, providing insight into the event and offering advice on response and remediation recommendations.

DIRECT COMMUNICATION WITH SECURITY PROFESSIONALS

The Guardian Team will work with the district to develop the Communication and Escalation Protocols that define bi-directional points of contact and escalation procedures to be followed by the Guardian Team. The Communication and Escalation Protocols establish an open channel between the Guardian



Team and district for ensuring that validated incidents are timely communicated to the appropriate personnel, the district can keep the Guardian Team apprised of changes in their environment, and Guardian Team is available to the district to field questions and follow-up requests.

NETWORK VISIBILITY, NOW AND HISTORICAL

Guardian MSS provides extensive cybersecurity knowledge and experienced insight to network activity. This includes visibility into the “who,” “what,” “when”, and “where” of the actions occurring within your environment (across your devices). Guardian MSS helps enhance visibility by providing policy and configuration recommendations and system adjustments and the option for performing audits within the managed service scope. The log sources determine and contribute to the Guardian Team’s ability to correlate activity with fidelity. The Guardian Team recommends using a phased approach that begins with the monitoring of critical devices and externally facing servers. Over time, the adding of additional applications and database sources increases the visibility and increases your overall security posture.

RULESETS TAILORED TO YOUR BUSINESS

Guardian MSS analysts utilize security ticketing to initiate dialogue with districts. Tickets provide information that helps explain what Guardian MSS analysts are seeing through the platform and provides districts with the information needed to take action.

Guardian MSS analysts work with districts to collaborate on feedback from tickets and work together throughout the process to refine security rules through collaboration with district staff to make adjustments based on recommendations, best practices, and specific use cases. Customized rulesets provide a tailored solution that improves both efficiency and accuracy.

ABOUT THE PLATFORM

The Guardian MSS solution is a fully managed security information and event management (SIEM) cloud platform. SIEM is a subsection within the field of cybersecurity, where software products and services combine security information management (SIM) and security event management (SEM). SIEMs provide real-time analysis of security alerts generated by applications and network hardware.

LICENSING MODEL

USER LICENSING WITH EPS THRESHOLD

ESC10 has established a per user licensing model based on typical K12 environments. A user is defined as a district faculty, staff, or student. ESC10 bases EPS threshold estimations at a rate of .15 events per second (EPS) for the total sum of users. See the pricing table for proposed user and EPS counts include in the service.

EVENTS PER SECOND

The events per second (EPS) number is the number of events coming into the system by the assets in your network being monitored by the Guardian MSS. The assets may be systems such as firewalls, intrusion detection/prevention systems, servers, email systems, application systems, centralized end-point protection systems, core routers and switches, and others.

Pricing for Guardian MSS is based on the district’s allocated events per second (EPS) and the amount of storage required for data analysis. There may be districts whose environment may require additional

EPS capacity. The Guardian Team will work with the district during the on-boarding and monitoring phases to tune the district’s environment to ensure EPS requirements are kept to a minimum.

Districts should be aware that an active security event (e.g. malware infection) will likely create significant EPS volume and should be remediated prior to onboarding.

MONTHLY EPS CALCULATION (95TH PERCENTILE)

Monthly EPS is calculated based on a 95th percentile over a monthly period, discarding the highest 36 hours during that monthly period. This method of calculation is an industry standard method to allow for fair and expected temporary EPS bursting.

MAXIMIZING EPS

To provide a solution that is affordable to districts of all sizes, ESC10 has created a phased approach to allow districts to maximize their EPS limits while helping reduce the chances of EPS overages. The following phases are intended to be discussion points and can be refined to better align with the district’s environment, focus, scope, and use cases.

Timelines for each phase and between phases are determined by the Guardian Team and the district. For districts that are interested in accelerating the adoption and integration of data sources, the Guardian Team is able to move as quickly or intentionally as the district desires.

Phase I Integration (Establish Baseline EPS)	Phase II Integration (Add Additional Sources based on available EPS, Establish New Baseline EPS)	Phase III Integration (Add Additional Sources based on available EPS, Establish New Baseline EPS)
Firewall, IPS/IDS	Application Server Logs (SQL, DB, Windows)	*Netflow Servers
Email Security	DNS	Network Access Control (NAC)
Active Directory	Threat Intelligence Feed	Physical Access Control (Door Badging)
End-point Protection Management Console	Data Loss Prevention	Additional Server Logs
Cloud Services	*Security Orchestration and Response	Alignment and Evolution of Use Cases

EXCESS EPS

Average monthly EPS in excess of the district’s EPS threshold will be billed to the district at a rate of \$3/EPS used.

Districts should be aware that an active security event will likely create significant EPS increases until the event can be remediated.

DISTRICT REQUIREMENTS

REMOTE INGESTION NODE

The Remote Ingestion Node (RIN) is a lightweight virtual machine that collects event data from within the environment, encapsulates the data and forwards the encrypted data to the Guardian MSS Cyber Fusion Center. While virtual servers are recommended, the RIN can also be a physical server. The district will be responsible for providing the physical or virtual host environment, including hardware and software required to support the RIN using the table below. These are provided as recommendations variations may be necessary based on volume of data.

The Guardian Team will require a secure method to remotely managed the RIN.

Prerequisites	Small District (<1000 EPS)	Medium District (1000 EPS)	Large District (5000 EPS)	Extra Large District (10000 EPS)
CPU	2	4	6	8
Memory (GB)	4	8	16	64
Storage	100 GB	100 GB	1 TB	2 TB

Prerequisites	Recommendation
Operating System	CentOS 7 or Red Hat 7.x
Data Retention on the RIN	4 days

DEVICE AND SYSTEM CONFIGURATION

The district will be responsible for configuring the data sources to forward log files to the Guardian MSS RIN. ESC10 will provide general assistance, but additional charges may be required for anything outside of general assistance.

REMEDICATION

The Guardian Team will provide recommendations and guidance to block or remediate active incidents and threats. The Guardian Team will leverage existing playbooks to automate response

recommendations and accelerate the remediation steps taken by the district. The district will be responsible for deploying recommendations in a timely manner.

The Guardian Team will create new playbooks based on evolving and new threats discovered over time.

CHANGES TO SYSTEMS

As the Guardian MSS's effectiveness is wholly dependent on the availability and accuracy of the data sources, the district is expected to notify the Guardian Team of any changes that may impact the data sources.

The district is responsible for notifying ESC10 for any system that is a data source to the Guardian MSS:

- Outages or errors
- Configuration changes
- Upgrades
- Replacement

THE GUARDIAN TEAM RESPONSIBILITIES

CENTRALIZED CLOUD-BASED DATA REPOSITORY

The Guardian Team will provide an on-line and secure centralized data repository to store all district data collected and encrypted by the RIN.

OPERATIONAL SUPPORT

The Guardian Team will be responsible for managing the technical operations that support the delivery of the services according to best practices 24 hours a day, 7 days a week, and 365 days a year.

The Guardian Team will be responsible for providing appropriately skilled staffing to meet the requirements to provide managed services 24 hours a day, 7 days a week, and 365 days a year.

24X7X365 MONITORING AND ALERTING

Provide security analysis and alerting services that monitors the district's security posture for intrusions and cyberattacks. The Guardian Team will monitor and alert on existing in-scope district assets (firewalls, IPS/IDS, end-point protection, malware detection systems, threat feeds, and other district-data sources).

The Guardian Team will validate all indicators of compromise and alerts to determine the best course of action, including escalation, proactive blocks (shuns) or rule changes required to mitigate the threat to the district's systems. In some cases, the Guardian Team may need to collaborate with device owners or business leaders to determine if a behavior is normal for that environment.

Provide analysis on each alert to ensure true positive rate for alerts sent to district staff attempting to maintain a high "true-positive" target rate.

DASHBOARD

The dashboard is a tool used by the Guardian Team that provides real-time graphical presentation of the current status and historical trends of the district's security environment. This dashboard allows for



instantaneous and informed decisions to be made at a glance. The district can request access (view-only) to the dashboard for up to 4 people.

REPORTING

Upon implementation, the Guardian Team will define standard reporting requirements (type and cadence of reports). In addition, the Guardian Team can provide incident reporting and information artifacts upon request from the district.

RESPONSE PROTOCOLS

Implement agreed upon response protocols based on agreed upon district-defined thresholds during standard hours and after hours.

GENERAL TERMS AND CONDITIONS

TERM

The term of this agreement is 12 months.

CANCELLATION

The district will notify ESC10 in writing of any service concerns. The Guardian Team will have 30 days from receipt of notice to remedy the district’s concerns. In the event that the Guardian Team cannot provide acceptable remedy within 90 days for items within their area of influence, of the received notice, the district may cancel the service by providing a request to cancel in writing to the ESC10. ESC10 will cancel the service and provide a final invoice for pro-rated services provided up to 30 days from the date of the written cancellation request.

LIABILITY

THE TOTAL LIABILITY TO ESC10 (INCLUDING THE LIABILITY OF ANY SUPPLIER, PARTNER, AGENT, EMPLOYEE, OR SUBCONTRACTOR), AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY ESC10’S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID BY CUSTOMER TO ESC10 FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD OF THE AGREEMENT. CUSTOMER SHALL HAVE NO REMEDY FOR CLAIM ONCE SERVICES HAVE TERMINATED.

BILLING

ESC10 will submit an invoice to the district annually for the service based on the pricing below. Any additional services or EPS overages will be billed monthly.

Pricing	Fee
District Annual Fee (12-month agreement, billed annually)	\$379,000
Up to 94,000 Users (total staff and students)	
10,000 EPS (Based on '20-'21 actual usage of approximately 7,500 EPS)	
No-cost Retainer for Incident Response (see optional hourly rate)	

Additional considerations for Fort Worth ISD upon renewal for '21-'22 term:	
<ul style="list-style-type: none"> • ENDPOINT PROTECTION INTEGRATION <ul style="list-style-type: none"> ○ INTEGRATE with Crowdstrike for EDR • SPECIALIZED INTEGRATIONS <ul style="list-style-type: none"> ○ MUNIS integration developed in cooperation with Tyler ○ PRIORITIZED additional integrations developed over time • STAFF TRAINING & GROWTH <ul style="list-style-type: none"> ○ APPRENTICESHIP program (Dept. of Labor) for district staff ○ MONTHLY allowance of \$300+ for on-line cyber training • REAL-TIME INFORMATION SHARING <ul style="list-style-type: none"> ○ MEMBERSHIP to the K12Six ISAC for 12 months • GOVERNANCE REPORTING <ul style="list-style-type: none"> ○ BOARD presentation (annually) on the district's security posture 	\$0 (included in above price)
Optional Services:	
Incident Response Hourly Rate (No-cost Retainer)	\$250/hr
<ul style="list-style-type: none"> • 24/7 incident response—including identification, containment, eradication, and recovery 	
Pre-paid Incident Response Retainer (25 hours/year @ 20% discount)	\$5,000
<ul style="list-style-type: none"> • 24/7 incident response—including identification, containment, eradication, and recovery • Any unused hours at the end of the annual period can be applied towards various cybersecurity assessment or training services at a 1:1 rate. 	



AUTHORIZATION

Select the services and indicate agreement the terms and pricing by signature below:

- ESC10 Guardian Managed Threat Detection – 94,000 users, 10,000 EPS
- Option 1: No-Cost Incident Response Retainer with \$250/hr rate
- Option 2: Pre-paid Incident Response Retainer and discounted 25 hours of 24 x 7 Incident Response

Fort Worth ISD
Organization

Education Service Center Region 10
Organization

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

**TOPIC: **APPROVE PURCHASE OF CYBERSECURITY SERVICES FOR
THREAT DETECTION AND RESPONSE****

BACKGROUND:

A Cybersecurity Operations Center (SOC) monitors and analyzes networks, servers, endpoints, databases, applications, websites, and other systems, looking for anomalous activity that could be indicative of a cybersecurity incident or compromise. If a security compromise is discovered, an immediate response is optimal to prevent problems from spreading throughout the District’s network. Currently, the District is not staffed to monitor our network systems on a 24-hour basis or during weekends and holidays.

This service provides cybersecurity threat detection, remediation, and incident response services. With this service, Fort Worth ISD will maintain a strong security posture with tools, including an external managed service team of security experts to detect cybersecurity threats and malicious actors 24/7.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Purchase of Cybersecurity Services for Threat Detection and Response
2. Decline to Approve Purchase Cybersecurity Services for Threat Detection and Response
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase Cybersecurity Services for Threat Detection and Response

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$457,288.83

VENDOR:

GTS Technology Solutions

PURCHASING MECHANISM

Interlocal Agreement

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

With this service, Fort Worth ISD will maintain a strong security posture to detect ransomware indicators and remediate threats.

INFORMATION SOURCE:

Marlon Shears



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0074631
Date: 8/18/2021
Delivery Date:
Expire Date: 9/11/2021
Customer ID: TXFWISD21000
Sales Contact: Justin Easton

QUOTE FOR:	SHIP TO:
Fort Worth Independent School District	Fort Worth Independent School District

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	NA
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CS.FCSDPS.SOLN: Falcon Complete with Threat Graph Standard for Public Sector 12 Month Term	TIPS 200105	8,000.00	EACH	\$48.09	\$384,720.00
2	CS.SPOTLT.SOLN: Falcon Spotlight - 12 Month Term	TIPS 200105	8,000.00	EACH	\$4.45	\$35,600.00
3	RR.HOS.ENT.ESTL: Essential Support Program 12 Month Term	TIPS 200105	1.00	EACH	\$36,968.83	\$36,968.83
4	CS.FALCOMPONBC.SOLN: Falcon Complete: Complimentary CID	TIPS 200105	1.00	EACH	\$0.00	\$0.00
5	CS.INSIGHTB.SOLN: Insight Bundle Part 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
6	CS.PREVENTB.SOLN: Prevent Bundle Part 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
7	CS.DISCB.SOLN: Discover Bundle Part 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
8	CS.FALCOMPS.SVC: Falcon Complete Subscription 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
9	CS.OWB.SVC: Overwatch Bundle Part 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
10	CS.TGB.STD: Threat Graph Standard Bundle Part 12 Month Term	TIPS 200105	8,000.00	EACH	\$0.00	\$0.00
11	RR.PSO.ENT.NCAP: University LMS Subscription New Customer Access Pass 12 Month Term	TIPS 200105	20.00	EACH	\$0.00	\$0.00

Total Weight (EACH):	0	Sales Total:	\$457,288.83
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total:	\$0.00
		Total (USD):	\$457,288.83



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](#)

OVERVIEW	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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VENDOR **GTS Technology Solutions Inc**
9211 Waterford Centre Blvd, Suite 275 Austin TX,78758

WEBSITE www.gts-ts.com

SERVICE/PRODUCTS DESCRIPTION GTS is an end to end technology solutions provider. We are a technology reseller, professional services provider, and IT Staffing company. We offer over 400 manufacturers and pride ourselves in our customer relationships.

CONTRACT: **200105** Technology Solutions Products and Services
End Date: May-31-2023 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **200904** Audio Visual Equipment, Supplies, and Services
End Date: Nov-30-2023 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **180902** Classroom and Teaching Aids Goods and Services
End Date: Nov-30-2021 EDGAR COMPLIANCE: [View Doc.](#)

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE PURCHASE OF GOOGLE G-SUITE FOR EDUCATION ENTERPRISE LICENSE RENEWAL**

BACKGROUND:

The District adopted Google Classroom in October of 2020 as an online learning platform for students in grades K-12. The G-Suite Enterprise Licenses provide the District with advanced security controls, enhanced collaboration tools for teachers and students through video and voice conferencing and system support. Approval of this request will renew this tool for the 2021-2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Google G-Suite for Education Enterprise License Renewal
2. Decline to Approve Purchase of Google G-Suite for Education Enterprise License Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Google G-Suite for Education Enterprise License Renewal

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$215,040

VENDOR:

CDW-G

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Sourcewell Contract 081419-CDW. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

District-Wide

RATIONALE:

Approval will ensure a secure and robust platform for student online learning.

INFORMATION SOURCE:

Marlon Shears

QUOTE CONFIRMATION



DEAR SHANA ELLASON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MGPP006	7/23/2021	GOOGLE RENEWAL	0926086	\$215,040.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GOOGLE APPS ENTERPRISE FTE 12M EDU Mfg. Part#: GAPPS-ENT-FTE-12MO-EDU promo price valid for 3 years in total, this would be for year 2 and 3 Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)	8960	6172512	\$24.00	\$215,040.00
G Suite by Google Cloud Enterprise for Education - subscription license (1) Mfg. Part#: GAPPS-ENT-1USER-12MO-EDU Electronic distribution - NO MEDIA Contract: MARKET	89600	6172514	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$215,040.00
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$215,040.00
	DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST Shana Ellason 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

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

For more information, contact a CDW account manager
 © 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services 

Products & Services

****COVID-19 Update****

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

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

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

Locate a Dealer

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

[eziQC Contracts](#)

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CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE PURCHASE OF MYPATH K-5 MATH SITE LICENSE ANNUAL SUBSCRIPTION**

BACKGROUND:

MyPath is an adaptive reading and mathematics program that is designed for students in grades K-5. MyPath is a supplemental, online intervention program that helps move struggling students up to grade-level proficiency in math. The program will integrate the North West Evaluation Association Measures of Academic Progress (NWEA MAP) Growth data with its system to create individualized prescriptive learning progressions for each student.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of MyPath K-5 Math Site License Annual Subscription
2. Decline to Approve Purchase of MyPath K-5 Math Site License Annual Subscription
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of MyPath K-5 Math Site License Annual Subscription

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-019-XXX-11-135-000000

COST:

\$361,290

VENDOR:

Edgenuity Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-047

Number of Bid/Proposals received: 7

HUB Firms: 0

Compliant Bids: 7

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 Elementary Campuses

RATIONALE:

The MyPath program will provide an additional mechanism to help struggling students to be successful in mathematics and their State of Texas Assessments of Academic Readiness, or STAAR, grade level assessments.

INFORMATION SOURCE:

Jerry Moore



Price Quote for Services
 Fort Worth ISD
 Fort Worth TX
 Account Number 92144
 Quote Number 183682
 Total \$361,290.00
 Date 6/17/2021

Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

MyPath K-5 Math w/NWEA MAP Integration

Payment Schedule	Contract Start	Contract End
	10/1/2021	9/30/2022

Site	Description	Comment	End Date	Qty
	MyPath K-5 Math Site License - Available Fall 2021		09/30/2022	82
	MyPath K-5 NWEA MAP Integration Annual Subscription		09/30/2022	82
1.	A CARLSON APPLIED LEARNING CENTER			
2.	ALICE CONTRERAS ELEMENTARY SCHOOL			
3.	A M PATE ELEMENTARY SCHOOL			
4.	ATWOOD MCDONALD ELEMENTARY SCHOOL			
5.	BENBROOK ELEMENTARY SCHOOL			
6.	BILL J ELLIOTT ELEMENTARY SCHOOL			
7.	BONNIE BRAE ELEMENTARY SCHOOL			
8.	BRUCE SHULKEY ELEMENTARY SCHOOL			
9.	BURTON HILL ELEMENTARY SCHOOL			
10.	CARROLL PEAK ELEMENTARY SCHOOL			
11.	CARTER PARK ELEMENTARY SCHOOL			
12.	CESAR CHAVEZ ELEMENTARY SCHOOL			
13.	CHARLES NASH ELEMENTARY SCHOOL			
14.	CHRISTINE C MOSS ELEMENTARY SCHOOL			

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Fort Worth ISD

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

Edgenuity Inc. Representative

Zach Henningsen | Account Executive
 zach.henningsen@edgenuity.com |
 512.627.1465

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



Price Quote for Services
 Fort Worth ISD
 Fort Worth TX
 Account Number 92144
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 Total \$361,290.00
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 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Site	Description	Comment	End Date	Qty
15.	COMO ELEMENTARY SCHOOL			
16.	COMO MONTESSORI SCHOOL			
17.	DAGGETT MONTESSORI K-8 SCHOOL			
18.	DAVID K SELLARS ELEMENTARY SCHOOL			
19.	DEZAVALA ELEMENTARY SCHOOL			
20.	DIAMOND HILL ELEMENTARY SCHOOL			
21.	D MCRAE ELEMENTARY SCHOOL			
22.	DOLORES HUERTA ELEMENTARY SCHOOL			
23.	EASTERN HILLS ELEMENTARY SCHOOL			
24.	EAST HANDLEY ELEMENTARY SCHOOL			
25.	EDWARD J BRISCOE ELEMENTARY SCHOOL			
26.	E M DAGGETT ELEMENTARY SCHOOL			
27.	GEORGE CLARKE ELEMENTARY SCHOOL			
28.	GLEN PARK ELEMENTARY SCHOOL			
29.	GREENBRIAR ELEMENTARY SCHOOL			
30.	HARLEAN BERRY BEAL SCHOOL			
31.	HAZEL HARVEY PEACE ELEMENTARY SCHOOL			
32.	HUBBARD HEIGHTS ELEMENTARY SCHOOL			
33.	H V HELBING ELEMENTARY SCHOOL			
34.	JOHN T WHITE ELEMENTARY SCHOOL			
35.	J T STEVENS ELEMENTARY SCHOOL			
36.	L CLIFFORD DAVIS ELEMENTARY SCHOOL			
37.	LILY B CLAYTON ELEMENTARY SCHOOL			
38.	LOWERY ROAD ELEMENTARY SCHOOL			
39.	LUELLA MERRETT ELEMENTARY SCHOOL			
40.	MANUEL JARA ELEMENTARY SCHOOL			
41.	MARY LOUISE PHILLIPS ELEMENTARY SCHOOL			
42.	MAUDE I LOGAN ELEMENTARY SCHOOL			
43.	MAUDRIE WALTON ELEMENTARY SCHOOL			
44.	MEADOWBROOK ELEMENTARY SCHOOL			
45.	M G ELLIS PRIMARY SCHOOL			
46.	M H MOORE ELEMENTARY SCHOOL			
47.	MILTON L KIRKPATRICK ELEMENTARY SCHOOL			
48.	MITCHELL BOULEVARD ELEMENTARY SCHOOL			
49.	MORNINGSIDE ELEMENTARY SCHOOL			
50.	NATHA HOWELL ELEMENTARY SCHOOL			



Price Quote for Services
 Fort Worth ISD
 Fort Worth TX
 Account Number 92144
 Quote Number 183682
 Total \$361,290.00
 Date 6/17/2021

Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Site	Description	Comment	End Date	Qty
51.	NORTH HI MOUNT ELEMENTARY SCHOOL			
52.	OAKHURST ELEMENTARY SCHOOL			
53.	OAKLAWN ELEMENTARY SCHOOL			
54.	RICHARD J WILSON ELEMENTARY SCHOOL			
55.	RIDGLEA HILLS ELEMENTARY SCHOOL			
56.	RIVERSIDE APPLIED LEARNING CENTER			
57.	ROSEMONT ELEMENTARY SCHOOL			
58.	RUFINO MENDOZA ELEMENTARY SCHOOL			
59.	SAGAMORE HILL ELEMENTARY SCHOOL			
60.	SAM ROSEN ELEMENTARY SCHOOL			
61.	SEMINARY HILLS PARK ELEMENTARY SCHOOL			
62.	SOUTH HILLS ELEMENTARY SCHOOL			
63.	SOUTH HI MOUNT ELEMENTARY SCHOOL			
64.	SPRINGDALE ELEMENTARY SCHOOL			
65.	S S DILLOW ELEMENTARY SCHOOL			
66.	SUNRISE-MCMILLIAN ELEMENTARY SCHOOL			
67.	TANGLEWOOD ELEMENTARY SCHOOL			
68.	T A SIMS ELEMENTARY SCHOOL			
69.	VAN ZANDT-GUINN ELEMENTARY SCHOOL			
70.	VERSIA L WILLIAMS ELEMENTARY SCHOOL			
71.	WASHINGTON HEIGHTS ELEMENTARY SCHOOL			
72.	WAVERLY PARK ELEMENTARY SCHOOL			
73.	WESTCLIFF ELEMENTARY SCHOOL			
74.	WESTCREEK ELEMENTARY SCHOOL			
75.	WESTERN HILLS ELEMENTARY SCHOOL			
76.	WESTERN HILLS PRIMARY SCHOOL			
77.	WEST HANDLEY ELEMENTARY SCHOOL			
78.	WESTPARK ELEMENTARY SCHOOL			
79.	W J TURNER ELEMENTARY SCHOOL			
80.	W M GREEN ELEMENTARY SCHOOL			
81.	WOODWAY ELEMENTARY SCHOOL			
82.	WORTH HEIGHTS ELEMENTARY SCHOOL			

Site	Description	Comment	End Date	Qty
	Professional Development Webinar Training	107	03/31/2022	34



Price Quote for Services
Fort Worth ISD
Fort Worth TX
Account Number 92144
Quote Number 183682
Total \$361,290.00
Date 6/17/2021

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Site	Description	Comment	End Date	Qty
1.	Fort Worth ISD			
			Subtotal	\$361,290.00
			Total	\$361,290.00

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PURCHASE OF A UNIFIED ENROLLMENT SYSTEM

BACKGROUND:

Fort Worth ISD (FWISD) manages multiple systems for families to apply to Gold Seal choice programs, school transfers, Pre-K programs, summer school, and our general student registration. Our families need to navigate these various systems in order to access these opportunities. In addition, these systems have not all integrated with our Student Information System to create a seamless experience for our families and our school sites.

FWISD launched a Request for Proposals (RFP) from qualified vendors to determine the most suitable packaged solution for a school finder, enrollment management, school choice application management, program registration, and waitlist management system(s). Our goal is to create a Unified Enrollment System where our parents can access information about their neighborhoods, schools, choice programs, and other initiatives (Pre-K; Summer Launch) that require registration. The District intends to launch the solution in the Spring of 2022 so that families may begin to use it in March 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of a Unified Enrollment System
2. Decline to Approve Purchase of a Unified Enrollment System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Unified Enrollment System

FUNDING SOURCE

Additional Details

General Fund

282-61-6299-001-999-24-950-0000416-22F32

COST:

Not-to-Exceed \$417,600

VENDOR:

Schoolmint

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 22-008

Number of Bid/Proposals received: 10

HUB Firms: 0

Compliant Bids: 6

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

RATIONALE:

FWISD expects this solution to increase the efficiency and transparency of the entire enrollment process by creating one portal that accesses the various educational opportunities offered in Fort Worth ISD.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FOR THE DISTRICT’S FACILITY LOCATED AT 215 N.E. 14TH 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 their 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 purchase furniture, fixtures and equipment (FF&E) for this facility.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the District’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas
2. Decline to Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the District’s Facility Located at 215 N.E. 14th Street. Fort Worth, Texas
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the District’s Facility Located at 215 N.E. 14th Street, Fort Worth, Texas

FUNDING SOURCE

Additional Details

Real Estate Sale Proceeds Fund

652-51-6398-M41-999-99-405-000000

COST:

Not-to-Exceed - \$725,000

VENDOR:

Business Interiors

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 584-19. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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 Buyboard, Contract 584-19. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL/DEPARTMENTS

Maintenance and Operations

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. 14th Street, Fort Worth, Texas (formerly M.G. Ellis Primary School) can now be utilized to house staff from several curriculum departments. The purchase of FF&E is necessary to accommodate staff being relocated to this facility.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore



Vendor Contract Information Summary

Vendor Name Business Interiors, Irving TX
Contact Gaby Hernandez
Phone Number 8178582161
Email ghernandez@businessinteriors.com
Website www.businessinteriors.com
Federal ID 75-2253859
Accepts RFQs Yes
Address Line 1 1111 Valley View Ln.
Vendor City Irving
Vendor Zip 75061
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 Days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned Yes
Certificate Number 232921
Certifying Agency Women's Business Enterprise National Council (WBENC)
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE Yes
Regions Served 10, 11, 12
States Served Texas
Contract Name Furniture for School, Office, Science, Library and Dormitory
Contract # 584-19
Effective Date 04/01/2019
Expiration Date 03/31/2022
Quote Reference Number 584-19



Vendor Contract Information Summary

Return Policy BI return policy is a 25% restocking fee on undamaged fully cartoned furniture. Agency is responsible for return freight charges.

Manufacturer Designated Dealers A Manufacturer Designated Dealer (MDD) is a company that has been named/identified by a Manufacturer to receive purchase orders directly from BuyBoard members and to invoice members for delivered products/services. The MDD is limited to the awards of the Manufacturer(s) shown in their profile; no other products or services are covered. In addition to their own awards, Business Interiors (Irving) is an identified MDD for Allermuir (TX Regions 10, 11, 12), Exemplis, Gressco, Jasper Seating, Neutral Posture, Steelcase.

CONSENT AGENDA ITEM

BOARD MEETING

August 24, 2021

TOPIC: APPROVE PURCHASE OF A CAREER AND TECHNICAL EDUCATION (CTE) DATA COLLECTION AND ANALYSIS PROGRAM

BACKGROUND:

The number of Career and Technical Education (CTE) students taking a coherent sequence of courses and industry certifications has increased dramatically. The data collection and analysis program (the “program”) is a program that helps us efficiently eliminate errors in student coding submitted to the state, house inventory of grant-funded equipment, and manage the industry certifications that are also reported to the state.

As part of the planning process, we have:

- Identified and submitted the CTE sequence of courses and progression plans to Eduthings programmers.
- Uploaded current CTE inventory across the district.
- Submitted state industry certifications to Eduthings so student data can be linked to certification data.
- Trained new CTE district staff on generating reports.
- Planning to provide training to all CTE teachers on revising inventory and submitting student certifications on waiver day.

Our monitoring processes will include:

- CTE Instructional Specialists will generate reports to monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate.
- Instructional Specialists will also work with campus administrators to analyze the results.
- CTE Coordinators will ensure teachers are updating inventory in the system.
- CTE Coordinators will validate certification data as needed for the Perkins evaluation.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program
2. Decline to Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-001-XXX-22-221-000000

COST:

\$64,750

VENDOR:

Eduthings, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-030-C

Number of Bid/Proposals received: 16

HUB Firms: 2

Compliant Bids: 16

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:

Amon Carter Riverside High School	Daggett Middle School
Arlington Heights High School	J.P. Elder Middle School
South Hills High School	Forest Oak Middle School
Diamond Hill Jarvis High School	Handley Middle School
Paul Laurence Dunbar High School	William James Middle School
Eastern Hills High School	Kirkpatrick Middle School
North Side High School	McLean Middle School
Polytechnic High School	Meacham Middle School
Paschal High School	Meadowbrook Middle School
Trimble Tech High School	Monnig Middle School
Southwest High School	Morningside Middle School
Western Hills High School	Riverside Middle School
O.D. Wyatt High School	Rosemont Middle School
International Newcomer Academy	Stripling Middle School
Benbrook Middle High School	Jacquet Middle School
Young Women's Leadership Academy	Wedgwood Middle School
Young Men's Leadership Academy	Leonard Middle School
World Language Institute	McClung Middle School
TCC South – FWISD Collegiate	I.M. Terrell Academy for STEM & VP

RATIONALE:

The program provides a variety of areas that can run reports efficiently. The program is capable of conducting the following: 1) Pulls student schedules from Focus and cross-checks with each student's program foci and automates CTE student coding, 2) Keeps track of CTSO advisors and students for recognition and advisor stipends, 3) Allows teachers to submit student certification results, which allows us to pull demographic data of students who take certifications, 4) Utilizes an inventory management system that will track all grant-funded and other CTE equipment across the District.

INFORMATION SOURCE:

David Saenz

Eduthings, L.L.C.
 405 Riverhill Blvd
 Kerrville, TX 78028
 (888) 628-3795
 accounts.receivable@eduthings.com



Quote

ADDRESS
 Fort Worth ISD

QUOTE # 1557
DATE 08/02/2021

ACTIVITY	QTY	UNIT PRICE	AMOUNT
Base Fee The base fee for the platform.	14	2,000.00	28,000.00
CTE Data yearly, for comprehensive high schools	14	1,500.00	21,000.00
CTE Data yearly, for specialty high schools	6	875.00	5,250.00
Inventory yearly, for comprehensive high schools	14	1,000.00	14,000.00
Inventory yearly, for specialty high schools	6	250.00	1,500.00
Inventory yearly, for middle schools	25	0.00	0.00
Bulk Discount discount for buying CTE + Inventory with 15+ high schools	1	- 5,000.00	-5,000.00
TOTAL			\$64,750.00

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PURCHASE OF TWO (2) TRAILERS FOR CAREER AND TECHNICAL EDUCATION (CTE) SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) MOBILE INNOVATION LABS

BACKGROUND:

The Career and Technical Education Department (CTE) requests approval to purchase two (2) 48-foot trailers capable of traveling district-wide to K-8 campuses and other community events. The goal of the CTE Science, Technology, Engineering and Mathematics (STEM) mobile innovation labs is to increase student interest in STEM-related career pathways. Additionally, the mobile innovation lab environments will provide relevant activities that promote 21st century skills through a holistic STEM education experience.

The mobile innovation labs include foundational activities for elementary students and design-related activities for middle school students. These trailers will provide a variety of STEM experiences for all students in K-8. The culminating activities include career exploration to inform and spark interest in STEM degrees and careers. The trailers will provide equitable access to STEM for all students. Additionally, the mobile innovation labs will allow students to participate in rigorous learning experiences in a creative and fun environment. The CTE Department will work with campuses to develop follow-up activities and to assist with STEM career exploration activities.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Two (2) Trailers for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Labs
2. Decline to Approve Purchase of Two (2) Trailers for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Labs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Two (2) Trailers for Career and Technical Education (CTE) Science, Technology, Engineering, and Mathematics (STEM) Mobile Innovation Labs

FUNDING SOURCE

Additional Details

Special Revenue

499-21-6639-001-999-99-721-000000-21303

COST:

\$216,079.46

VENDOR:

TDI Fleet

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-059

Number of Bid/Proposals received: 14

HUB Firms: 0

Compliant Bids: 14

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All FWISD Elementary and Middle School Campuses
Career & Technical Education Department

RATIONALE:

The purpose of this purchase is to reinforce the requirements of House Bill 18 by providing students with opportunities to experience hands-on learning and related career exploration. Additionally, students will be engaged in activities that require computational thinking, leading to the acquisition of the skills needed to become college, career, and military ready.

INFORMATION SOURCE:

David Saenz

**Estimate: TRL-166387**

8/9/2021

Fort Worth ISD CTE STEM Trailer Project

Fort Worth ISD

Main

100 N. University Drive-STE NW 14-E

Fort Worth, TX 76107-1360

jimmy.york@fwisd.org

Trailer Shop Department

2400 Cold Springs Road

Fort Worth, TX 76106

Main 817-626-5283

Purchase Order

Service Writer

Unit

Campbell, Scott

Description	Quantity	Rate	Amount
Furnish Customer Gooseneck Trailer to include the following specifications:			\$203,300.00
Trailer Size: 8.5' X 48" Gooseneck Deck over			\$0.00
7' Rear Stage with crank jack supports			\$0.00
9' Side Stage with crank jack supports			\$0.00
9' Flip up wall section			\$0.00
Interior Height: 8'			\$0.00
Trailer Color: White			\$0.00
Trailer Axles with Brakes: (3) 7,000 lbs			\$0.00
100 Amp Electric Package with 20 Amp Plugs & Ind Circuits			\$0.00
(4) A/C and Heat Package			\$0.00
Trailer Wheels and Tires: Steel with radial tires			\$0.00
Wall Covering: White Aluminum interior walls and ceiling			\$0.00
Insulated Walls and Ceiling with the ceiling insulated doubled			\$0.00
Floor Covering: Rubber Tread Plate			\$0.00
Stone Guard: Front Only			\$0.00
Generator Enclosure In Gooseneck Riser with light and 3 electric roof vents			\$0.00
Access Door: 36"			\$0.00
36" Side Entry Door			\$0.00
Roller Wheels: yes			\$0.00
Interior Lighting: yes			\$0.00
Kubota 25kw with sound enclosure and fuel tank			\$0.00
		Subtotal	\$203,300.00
Install sound proofing on ceiling and carpet the walls			\$3,800.00

Description	Quantity	Rate	Amount
Carpet, sq. ft.	700	\$2.00	\$1,400.00
adhesive, gallon	4	\$23.34	\$93.36
Finger, Foam Insulation - 12 pack	18	\$34.98	\$629.64
3-M Spray Adhesive	24	\$17.97	\$431.28
shipping	2	\$62.60	\$125.20
		Subtotal	\$6,479.48
Transportation of trailer to TDI Fleet Services from Manufacturing Facility			\$5,700.00
		Subtotal	\$5,700.00
		Shop Supplies	\$599.98
		Labor	\$212,800.00
		Parts	\$2,679.48
		Subtotal	\$216,079.46
		Total	\$216,079.46

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

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

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

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PURCHASE OF A STUDENT RE-ENGAGEMENT PROGRAM

BACKGROUND:

Our high schools have continued to work to bring back students who have dropped-out. Systems have also been put in place to increase the number of students graduating from high school.

Fort Worth ISD (FWISD) offers two (2) options for students to return to school.

- 1) They can return to their home campus and be enrolled in traditional classes while also earning credit through Edgenuity.
- 2) They may attend the Success High School Recovery Program.

FWISD sought out a partner that could add a third (3rd) option while meeting the following stipulations:

1. Support the students and families with information that would allow the students to select a path (in the order listed) that best supports their life situations. Those options would be:
 - a. Join a FWISD comprehensive campus.
 - b. Join FWISD's Success High School.
 - c. Join a fully virtual high school that would allow them to complete their diploma.
2. Implement and manage a fully virtual dropout recovery option that would include various academic and non-academic supports to aid the students in completing their diploma.
3. The virtual program should offer all courses required for a Texas high school diploma in addition to robust career pathway options that lead to high – wage/high- need certifications.
4. Provide support to ensure students transition into one (1) of the three (3) options mentioned above have successfully completed their selected option.
5. Able to work with FWISD in branding this effort to ensure our students return to school and not only complete their diploma, but receive support in exploring post-secondary and/or career options.
6. Use available state funding to create a self-sustaining program in which our partner is compensated based on the successful completion of courses towards graduation.

The proposed partnership with the recovery program meets all these requirements and will allow us to add that third (3rd), fully online, option for our students that are looking to complete their high school diploma within a flexible schedule that may meet their life needs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Student Re-Engagement Program
2. Decline to Approve Purchase of a Student Re-Engagement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Student Re-Engagement Program

FUNDING SOURCE

Additional Details

General Fund

199-11-6291-001-XXX-24-417-000000

COST:

Not-to-Exceed - \$2,000,000

VENDOR:

Graduation Alliance

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:

Amon Carter-Riverside High School	Arlington Heights High School	South Hills High School
Diamond Hill Jarvis High School	Paul Laurence Dunbar High School	Eastern Hills High School
North Side High School	Polytechnic High School	Paschal High School
Trimble Tech High School	Southwest High School	Western Hills High School
O.D. Wyatt High School	International Newcomer Academy	Benbrook Middle/High School
Young Women’s Leadership Academy	Young Men’s Leadership Academy	World Language Institute
TCC South – FWISD Collegiate	I.M. Terrell Academy for STEM & VP	

RATIONALE:

The passing of House Bill (HB) 3706 in the 85th Texas Legislature allows school districts to offer a fully funded, online, option for students that have dropped-out. This would allow us to offer a flexible third (3rd) option for students that need flexibility in their schedule, but still want to earn their high school diploma.

The recovery program has spent the last decade and a half dedicated to tackling the dropout epidemic in the U.S. They have partnered with states and districts nationwide to serve students. The service provider does this in a cost neutral manner by leveraging state funds and creating district centered programs. Furthermore, they have partnered with more than 250 state agencies, school districts, community colleges and workforce boards around the country to find, engage, recruit, reenroll, educate and mentor drop out and missing students to complete their graduation with their current school district and be better prepared for post-secondary opportunities and the workforce.

INFORMATION SOURCE:

David Saenz

Texas Student Reengagement Program Agreement

between
Graduation Alliance, Inc.
AND

The Fort Worth Independent School District

This Texas Student Reengagement Program Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas (“District”) and Graduation Alliance, Inc. (“Graduation Alliance”). The District and Graduation Alliance may be referred to individually as a “Party,” and collectively as the “Parties.”

A. Purpose.

It shall be the purpose of this Agreement to provide educational opportunities for eligible Students (“Student” or “Students”) who are working toward course credits which can be converted to high school credits through the Student Re Engagement Program (the “Program”) operated by Graduation Alliance. Graduation Alliance shall operate the Program in accordance with the requirements of Texas Education Code (“TEC”) Section 29.081 (e-2).

B. Duration of Agreement.

1. This Agreement is effective from the date of Customer signature on this Agreement (the “Effective Date”) and expires on August 31, 2024. This Agreement may be renewed for successive one (1) year terms upon mutual written agreement of the Parties.
2. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement 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 District incurring any liability to Graduation alliance as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Graduation Alliance will have the right to collect and retain payment for services rendered to District through termination date but will not be entitled to any early termination charges.
3. After one (1) year from the Effective Date, each Party may cancel this Agreement for any or no cause upon 90 days written notice to the other Party.

C. Eligibility.

1. Individuals under the age of 26 years and who have not yet earned their high school diploma are eligible for the Program if they meet the following criteria:
 - a) was not advanced from one grade level to the next for one or more school years;
 - b) if the student is in grade 7, 8, 9, 10, 11, or 12, did not maintain an average equivalent to 70 on a scale of 100 in two (2) or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
 - c) did not perform satisfactorily on an assessment instrument administered to the student under Subchapter B (Essential Skills and Knowledge), Chapter 39 (Public School System Accountability), and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
 - d) is pregnant or is a parent;
 - e) has been placed in an alternative education program in accordance with TEC Section 37.006 (Removal for Certain Conduct) during the preceding or current school year;
 - f) has been expelled in accordance with TEC Section 37.007 (Expulsion for Serious Offenses) during the preceding or current school year;
 - g) is currently on parole, probation, deferred prosecution, or other conditional release;
 - h) was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
 - i) is a student of limited English proficiency, as defined by TEC Section 29.052 (Definitions);
 - j) is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
 - k) is homeless as defined by 42 U.S.C. Section 11302, and its subsequent amendments;
 - l) resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital,

- halfway house, cottage home operation, specialized child-care home, or general residential operation; or
 - m) has been incarcerated or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by TEC Section 1.07 (Definitions), Penal Code.
2. Once determined eligible the Program, a Student will retain eligibility until the Student does one of the following:
- a) earns a high school diploma; or
 - b) becomes ineligible because of age.

D. Program Administration.

Graduation Alliance shall develop and deliver to the District a Policy and Operations manual detailing the expectations for Students, the instructional model, attendance policy, Student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual written agreement of the Parties and re-submitted to the District prior to the start of subsequent School Years. The District is responsible for gaining approval and adoption by the District's Board or other governing entity in advance of the start of the School Year, as needed.

E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of Students in the program as a whole as well as for individual Students. The Portal also includes records of courses Students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that Students have met the District's graduation requirements. The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

F. Enrollment.

A Student will be considered enrolled when he/she has:

- 1. met all eligibility criteria specified in Section C;
- 2. completed all steps of the application process established by the District and the Program;
- 3. been accepted for enrollment by the District; and
- 4. Been enrolled by the Program.

G. Instruction.

Graduation Alliance will support the provision instruction under this Agreement in accordance with the following:

- 1. Instruction for reengagement Students may include:
 - a) academic skills instruction appropriate to each Student's skills levels and academic goals;
 - b) college readiness and work readiness preparation coursework;
 - c) math, writing or reading remediation;
 - d) subject specific high school credit recovery instruction; or
 - e) other coursework approved by the District, including cooperative work experience.
- 2. Instruction may not be limited to only those courses or subject areas in which Students are deficient in high school credits.
- 3. The Program may restrict or deny access into specific program elements if a Student's academic performance or conduct does not meet established guidelines.
- 4. Instructional support staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction and hold baccalaureate or advanced degrees.

H. Academic Coaching

Graduation Alliance provides each Student enrolled in the Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with the Student via phone, email, SMS or IM to facilitate and encourage academic progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the Student engaged and making progress. Academic Coaches shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check prior to any interaction with Students.

I. Online Tutoring

Graduation Alliance will provide unlimited access to online tutoring to Students enrolled in the Program for courses in Math, Science, English, and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our Student learning environment. Graduation Alliance reserves the right to limit or revoke access if a Student's use is considered excessive in any two consecutive months or if Student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

J. Recruiting Services

1. Graduation Alliance provides Student Recruiting Services for this Program, including the establishment of a Student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective Students to join the Programs offered.
2. Within five (5) business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the Students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective Students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible Students to Graduation Alliance as soon as the Students become eligible, and in no event less frequently than quarterly. All prospective Students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".
3. Graduation Alliance may recruit prospective Students who are not District Referrals, however Graduation Alliance shall not enroll any Students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll Students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.
4. Per Subsection (g) of Section 29.081 of the Texas Education Code, the number of students enrolled in the Program may not exceed 10 percent of the number of students described by Subsection (d) who received services from the District during the preceding school year. District shall inform the Graduation Alliance of the maximum enrollment in the Program to ensure adherence to this code in advance of each school year.

K. Case Management and Student Support.

Graduation Alliance will be responsible for the provision of case management services to all enrolled Students in accordance with the following:

1. Case management staff (also known as "Local Advocates") will be assigned to the Program to provide accessible, consistent support to Students, as well as career guidance information, employment assistance or referrals and to facilitate proctoring of exams.
2. Program staff will meet with each eligible Student at a minimum monthly to support progress toward coursework completion and mitigate barriers.
3. Graduation Alliance will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about Student progress. Local Advocates are required to successfully complete a criminal background check in advance of meeting face to face with Students.

L. Hardware and Internet Connectivity

1. If requested by the Student, Graduation Alliance will provide laptop computers necessary to complete services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified Students' use during the period Students are enrolled in the Program. Computers will be released to Students after a Financial Responsibility Form has been signed by the Student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the Student leaves, removed from or no longer eligible to participate in the Program. Failure to return the laptop may also result in the Students' official records and credits earned while in the Program being placed on hold until the obligation is satisfied.
2. Graduation Alliance will provide internet capability for provided laptop computers based upon commercially available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked for Students who violate either Graduation Alliance's Terms and Conditions, or the Student Honor Code accepted

by the Student.

M. District Administrative Responsibilities.

1. The District will work cooperatively with Graduation Alliance to implement this Agreement and to ensure that quality reengagement services are provided.
2. The District will designate a primary contact person to work with Graduation Alliance in implementing this Agreement and to provide oversight and technical assistance.

N. Statewide Student Assessment.

The District will work with Graduation Alliance to ensure that all reengagement Students have the opportunity to participate in the statewide Student assessment.

O. Provision of Special Education.

The District will be responsible for the provision of special education services to any enrolled reengagement Student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the District and after evaluation of the Student's current IEP.

P. Provision of Section 504 Accommodation Plan.

The District will provide the same accommodations to reengagement Students under Section 504 of the 1973 Rehabilitation Act as it provides to all Students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the Student's current 504 Plan.

Q. Award of Credit.

High school credit will be awarded for all Graduation Alliance coursework in which reengagement Students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.
2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per state statute and state department of education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the Student and the District.

R. Annual School Calendar.

The school year begins on August 1st and ends on July 31st of the following year.

S. Monthly Reporting of Student Progress.

Satisfactory Progress will be reported to the District monthly in accordance with the standards set by the commissioner. Students will be reported monthly to the District who:

1. Attained monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
2. Did not attain monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
3. Did not attain monthly Satisfactory Progress for two consecutive months based upon criteria defined in the Program Policy and Operations Manual.

T. Monthly Enrollment Report

1. The following requirements must be met for any Student to be considered eligible for enrollment under this Agreement:
 - a) Met the eligibility criteria as specified in Section C.
 - b) Met the enrollment criteria as specified in Section F.
2. Enrollment will be reported to the District monthly in accordance with the following:
 - a) Enrollment is based on the date each Student met the enrollment criteria as specified in Section F.
 - b) Graduation Alliance shall submit by the fifth (5th) business day of each month data to the District detailing those Students who enrolled during the previous month.

U. Semester Billing Report

1. The following requirements must be met for any Student to be considered eligible for billing under this Agreement:
 - a) Met the eligibility criteria as specified in Section C.
 - b) Met the enrollment criteria as specified in Section F.
2. Eligibility for billing will be reported to the District on a semester basis in accordance with the following:
 - a) Students who complete between 0 and 0.75 credits per semester are not eligible for billing in that semester.
 - b) Students who complete between 1.0 and 1.75 credits per semester are eligible for 50% funding in that semester.
 - c) Students who complete at least 2.0 credits per semester are eligible for 100% funding in that semester.

Graduation Alliance shall submit, by the fifth (5th) business day of each month, data to District detailing those Students who are eligible for monthly billing.

V. Fees for Service.

1. The Program standard reimbursement rates from District to Graduation Alliance for Students who were included in the Semester Billing Report described in Section U above are based on the District's Basic Allotment ("DBA") for the school. The amount for the 2020-21 school year is provided on Exhibit A and shall be amended each year. This number will be used to calculate the monthly invoice as follows:
 - a) 1 to 14 Students: 92% of DBA generated per Student per semester.
 - b) 15 to 39 Students: 90% of DBA generated per Student per semester.
 - c) 40 to 99 Students: 88% of DBA generated per Student per semester.
 - d) 100+ Students: 86% of DBA generated per Student per semester.
2. The District shall remit payment within thirty (30) days of the receipt of an invoice.

W. Termination.

If the District terminates this Agreement, and Students are still active in the Program, upon notifying Graduation Alliance of its intention to terminate the Agreement, the District shall be responsible for the following:

1. In District's discretion, offering a substantially similar program to active Students and transferring active Students to the substantially similar program.
2. If District decides not to provide a substantially similar program to an active Student within thirty (30) days after notice of termination is given, this Agreement remains in full force and effect only for that active Student(s).

X. Required Documentation and Reporting.

1. Student Documentation:
 - a) Graduation Alliance shall maintain Student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
 - b) Graduation Alliance shall, on behalf of the District, request school records for each Student from the last school they attended.
 - c) Graduation Alliance shall maintain documentation of case management, Student assessment, monthly progress evaluations, and award of credit.
 - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of Student records.
 - e) Access to all Student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).
2. Reporting of Student Data:
 - a) The District will ensure that all required Program Student information is reported in the Student information system and in accordance with District and state standard procedures.
 - b) the District will define the data elements the Program must provide for each Student in addition to the format and required reporting dates for the submission of data.
 - c) The District will provide on an annual basis the semester end dates for its school calendar.

Y. Notice.

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when emailed and receipt acknowledged by recipient or mailed by certified mail actually received to the addresses under each Party's signature.

Z. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRADUATION ALLIANCE MUST AND

DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, 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 THE GRADUATION ALLIANCE, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRADUATION ALLIANCE OR ANYONE THAT GRADUATION ALLIANCE CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

GRADUATION ALLIANCE MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY GRADUATION ALLIANCE, OR BY DISTRICT AT THE DIRECTION OF GRADUATION ALLIANCE, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY GRADUATION ALLIANCE AND GRADUATION ALLIANCE MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. GRADUATION ALLIANCE DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH GRADUATION ALLIANCE AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. EXCEPT FOR GRADUATION ALLIANCE'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF FEES PAYABLE BY DISTRICT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

AA. Applicable Law.

This Agreement 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 Agreement shall be construed to conform to those laws.

BB. 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. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

CC. Amendment and Waiver.

This approved Agreement may be waived, changed, modified, or amended only in writing by authorized individuals of both Parties. If any provision of the Agreement 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 Agreement 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 Agreement may be brought by either Party more than two years after the cause of action has occurred.

DD. Entire Agreement.

This Scope of Work constitutes the entire agreement of the parties and supersedes any previous written or oral Scope of Works with the exception of Graduation Alliance's response to District's Request for Proposals or Request for Qualifications, if any. Any other Scope of Work, representation, or understanding, verbal or otherwise, relating to the services of Graduation Alliance and the District, or otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby deemed to be null and void and of no force and effect whatsoever.

EE. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provision of this Agreement will remain in full force.

FF. Successors and Assigns.

This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement upon providing written notice to the other Party.

GG. Counterparts.

This Agreement 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.

HH. Survivability.


The following Sections shall survive the expiration and termination of this Agreement Z, AA, CC, and EE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

Fort Worth Independent School District

Signature: 

Signature: 

Name: Andy Cusimano

Name: David Saenz

Title: CFO

Title: Chief Innovation Officer

Date: August 18, 2021

Date: _____

Address: 310 S. Main St. 12th Floor

Address: 1050 Bridgewood Drive

Salt Lake City, UT 84101

Fort Worth, TX 76112

Email: contracts@graduationalliance.com

Email: david.saenz@fwisd.org

Signature: _____

Name: Kent P. Scribner, Ph. D.

Title: Superintendent of Schools

Date: _____

Signature: _____

Name: Tobi Jackson

Title: Board President

Date: _____

Approved As To Form:

Signature: _____

Name: Alexander Athanason

Title: FWISD Legal Counsel

Date: _____

Exhibit A
2021-2022 School Year DBA

The District Basic Allotment (DBA) for the 2021-22 school year is \$6,160.

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

**TOPIC: APPROVE PURCHASE OF THE COLLEGE BOARD PATHWAY
FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

Academic readiness is a key component in postsecondary success for the students in Fort Worth ISD (FWISD). The College Board’s college assessment suite provides a pathway for academic readiness and access for all students. The student assessment plan includes the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) for all 8th, 9th, 10th, and 11th grade students and the SAT School Day Test to all 11th grade students. FWISD early participation program offers student exposure to the exam format and free personalized practice materials. The PSAT/NMSQT grants access to an identifying tool utilized to determine student Advanced Placement (AP) potential. Specifically, the SAT 11th grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring of the junior year, which supports early college admissions. This program will give students access to free study aids and practice materials and a competitive option for college admission. In addition, these assessments provide data on the strengths and weaknesses of the District’s curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of the College Board Pathway for the 2021-2022 School Year
2. Decline to Approve Purchase of the College Board for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of the College Board Pathway for the 2021-2022 School Year

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-0WA-999-38-378-000000

COST:

\$604,519

VENDOR:

The College Board

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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

8th, 9th, 10th and 11th Grade Students-PSAT

11th Grade Students-SAT School Day

RATIONALE:

FWISD students were the first student cohorts in the state and nation to have exposure to this format of College Board's newly designed suite of college readiness assessments. The assessments will have a construct of evidence-based reading and writing, while mathematics will require skills in problem solving, data analysis and acquired skills in advanced mathematical equations. The assessments are aligned with the skills needed to succeed in advanced placement, college writing assignments, college and career training. Research ("College Board's District Integrated Summary Report") indicates that FWISD graduating participation in the SAT as evidenced in the "College Bound Senior Report" has increased from 3,888 participants in 2015-2016 to 4,242 participants in the 2019-2020 school year. This growth has been a direct result of early participation and consistent exposure. Also, the District's involvement with the School Day SAT has reached regional and national participation. FWISD students were featured in a national SAT School Day campaign and video produced by the College Board to promote the importance and impact of early exposure on equitable college opportunity and admission.

INFORMATION SOURCE:

David Saenz

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00030059**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **August 01, 2021** ("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, ("Client") and College Board ("College Board"). Client and College Board may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services, and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the Parties agree such Services shall be added by an addendum signed by both Parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either Party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either Party shall have the right to give the other Party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either Party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any applicable sales, use, value added, or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client

is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to:

(a) fulfilling its obligations under the applicable Schedule; and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client’s failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a “Force Majeure Event”) that make it illegal, impracticable, inadvisable, unsafe, or impossible for a Party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board’s obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the Parties have not succeeded in resolving the dispute, either Party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended Party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a “read-receipt” which acknowledges recipient’s opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

<p>To College Board: K-12 Contract Management</p> <p>College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org</p>	<p>With a copy to Legal Department</p> <p>College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org</p>	<p>To Client: Kent Paredes Scribner Superintendent Fort Worth Independent School District 100 North University Drive Fort Worth, TX 76107 Tel: (817) 814-1900 kent.scribner@fwisd.org</p>
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9.5 Publicity. Each Party agrees to promptly inform the other Party of all media inquiries prior to responding thereto and to permit the other Party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither Party nor their employees are partners, agents, employees, or joint ventures of the other Party. Neither Party shall have any authority to bind the other Party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a “subrecipient” receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a “vendor” that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the Parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable: (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision; and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The Parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the Parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between Parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a Party of any right under this Agreement shall prejudice that Party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the Parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

DS
LC
AA

Signature

David Saenz

Name

Chief Innovation Officer

Title

Date

Signature

Name

Title

Date

Signature: _____

Name: Kent P. Scribner, Ph. D.

Title: Superintendent of Schools

Date: _____

Signature: _____

Name: Tobi Jackson

Title: Board President

Date: _____

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

6. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 10, 2021**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports), and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 13, 2021**. The alternate exam test administration is on **October 26, 2021**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

4. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints, or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Amon Carter-Riverside High School	442500
Arlington Heights High School	442505
Benbrook Middle-High School	440597
Diamond Hill-Jarvis High School	442515

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

Dunbar High School	442516
Eastern Hills High School	442518
Green B Trimble Technical High School	442570
IM Terrell Academy For Stem And Vpa	441356
Marine Creek Collegiate High School	442609
Metro Opportunity High School	442539
North Side High School	442545
O D Wyatt Senior High School	442548
Polytechnic High School	442555
Robert L Paschal High School	442560
South Hills High School	442501
Southwest High School	442565
Success High School	442561
Tarrant County College South / FWISD Collegiate High School	442616
Texas Academy Of Biomedical Sciences	442492
Western Hills High School	442575
World Languages Institute	440194
Young Mens Leadership Academy	442617
Young Womens Leadership Academy	442489

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 29, 2021**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in

³ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020

the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees.

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9[®] exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential[™] for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, available via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

5. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement; and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports), and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a ‘PSAT 8/9 Delay Event’), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints, or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a make-up test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Applied Learning Academy	449517	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Arlington Heights High School	442505	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Arlington Heights High School	442505	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Benbrook Middle-High School	440597	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Benbrook Middle-High School	440597	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Benbrook Middle-High School	440597	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Como Montessori School	449579	8	Sep 20, 2021 - Jan 28, 2022

Fort Worth Independent School District	Daggett Montessori School	449578	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Dunbar High School	442516	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Dunbar High School	442516	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	E M Daggett Middle School	449569	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Eastern Hills High School	442518	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Eastern Hills High School	442518	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Forest Oak Middle School	449570	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Green B Trimble Technical High School	442570	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Green B Trimble Technical High School	442570	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	International Newcomer Academy		8, 9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	International Newcomer Academy		9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	J P Elder Middle School	449145	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Jacquet Middle School	449449	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Kirkpatrick Middle School	449573	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Leonard Middle School	449081	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	McClung Middle School	449580	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Meadowbrook Middle School	449574	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Metro Opportunity High School	442539	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Metro Opportunity High School	442539	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Middle Level Learning Center	449575	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Morningside Middle School	449572	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	North Side High School	442545	9	Sep 20, 2021 - Jan 28, 2022

Fort Worth Independent School District	North Side High School	442545	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	O D Wyatt Senior High School	442548	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	O D Wyatt Senior High School	442548	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Polytechnic High School	442555	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Polytechnic High School	442555	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Riverside Middle School	449576	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Robert L Paschal High School	442560	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Robert L Paschal High School	442560	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Rosemont Middle School	449143	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	South Hills High School	442501	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	South Hills High School	442501	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Southwest High School	442565	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Southwest High School	442565	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Success High School	442561	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Success High School	442561	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Texas Academy Of Biomedical Sciences	442492	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Texas Academy Of Biomedical Sciences	442492	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	W A Meacham Middle School	449144	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	W C Stripling Middle School	449577	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	W P McLean Middle School	449146	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Wedgwood Middle School	449854	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Western Hills High School	442575	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Western Hills High School	442575	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	William James Middle School	449079	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	William Monnig Middle School	449519	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	World Languages Institute	440194	8	Sep 20, 2021 - Jan 28, 2022

Fort Worth Independent School District	World Languages Institute	440194	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	World Languages Institute	440194	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Young Mens Leadership Academy	442617	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Young Mens Leadership Academy	442617	9	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Young Mens Leadership Academy	442617	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Young Womens Leadership Academy	442489	9	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Young Womens Leadership Academy	442489	8	Sep 20, 2021 - Jan 28, 2022
Fort Worth Independent School District	Young Womens Leadership Academy	442489	9	Apr 13, 2022 - Apr 29, 2022

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:	Multi-Assessment Pricing:
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2021 – Jan. 2022	October 29, 2021
Feb. 2022 – Mar. 2022	January 28, 2022
April 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in

⁴ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
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enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.
4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees.

**PSAT 10
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT® 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to Client through our online data portal.

II. SCOPE

College Board shall furnish the following PSAT 10 materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive access to a Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform

2. Material for Schools:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to student in the Digital Testing platform
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- d. Access to AP Potential™, delivered via College Board website.
- e. SAT Suite of Assessment Educator Guide, delivered via College Board website.
- f. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 10 Digital Testing Coordinator Manual (copies sent to Participating Schools based on Client's bulk registration file; one per 10 students registered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <https://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<https://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

6. Changes to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client’s selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client’s schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT 10 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 10 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports), and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 10 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 10 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 10 exam on behalf of College Board. Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT 10 test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets or Digital Testing. Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

4. PSAT 10 Assessment Administration. Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Districts and Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national assessments as set forth in the PSAT 10 Coordinator Manual. If testing digitally, Client shall also comply with the guidelines as published in the PSAT 10 Digital Testing Coordinator Manual, and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 10. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a ‘PSAT 10 Delay Event’), the school may securely store their test materials until later in their testing window. College Board will work with Client and participating schools to shift testing to a new testing window if the outage extends past the end of the window for which the Client ordered, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new administration or should a PSAT 10 Delay Event otherwise prevent the participating schools from administering the PSAT 10 in accordance with the policies set forth in the PSAT 10 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 10 Delay Event up to one week prior to the new administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints, or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 10 will be made available after the end of the April test window. Client understands that by selecting the April administration as their main administration date, if there is a PSAT 10 Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 10 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 10 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Arlington Heights High School	442505	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Benbrook Middle-High School	440597	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Dunbar High School	442516	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Eastern Hills High School	442518	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Green B Trimble Technical High School	442570	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	10	Apr 13, 2022 - Apr 29, 2022

Fort Worth Independent School District	Marine Creek Collegiate High School	442609	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Metro Opportunity High School	442539	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	North Side High School	442545	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	O D Wyatt Senior High School	442548	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Polytechnic High School	442555	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Robert L Paschal High School	442560	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	South Hills High School	442501	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Southwest High School	442565	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Success High School	442561	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Texas Academy Of Biomedical Sciences	442492	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Western Hills High School	442575	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	World Languages Institute	440194	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Young Mens Leadership Academy	442617	10	Apr 13, 2022 - Apr 29, 2022
Fort Worth Independent School District	Young Womens Leadership Academy	442489	10	Apr 13, 2022 - Apr 29, 2022

V. FEE CALCULATION

1. Program pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁵ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation testing under this Schedule represents a great discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: • PSAT 10 with either SAT School Day, or PSAT 8/9, or PN • At least two grades testing for PSAT 10
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

⁵ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
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2. **Changes to enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than January 28, 2022.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 exam.

4. **Unused Test Fees.** Participating Schools will not incur unused test fees.

SAT SCHOOL DAY PROGRAM SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 13, 2021	September 3, 2021
October 28, 2021	September 3, 2021
March 2, 2022	January 28, 2022
March 23, 2022	February 11, 2022
April 13, 2022	March 10, 2022
April 26, 2022	March 25, 2022

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before the test administration date.**
9. **SAT School Day Customer Service for Educators:**
 College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
- Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to the primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports), and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2022 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited, and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 02, 2022	March 23, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 26, 2022 Primary Test Date.

4. Administering the SAT. The SAT will be administered to students under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

5. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an "SAT Delay Event"), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Amon Carter-Riverside High School	442500	SAT School Day: March 2, 2022
Arlington Heights High School	442505	SAT School Day: March 2, 2022

Benbrook Middle-High School	440597	SAT School Day: March 2, 2022
Diamond Hill-Jarvis High School	442515	SAT School Day: March 2, 2022
Dunbar High School	442516	SAT School Day: March 2, 2022
Eastern Hills High School	442518	SAT School Day: March 2, 2022
Green B Trimble Technical High School	442570	SAT School Day: March 2, 2022
IM Terrell Academy For Stem And Vpa	441356	SAT School Day: March 2, 2022
Marine Creek Collegiate High School	442609	SAT School Day: March 2, 2022
Metro Opportunity High School	442539	SAT School Day: March 2, 2022
North Side High School	442545	SAT School Day: March 2, 2022
O D Wyatt Senior High School	442548	SAT School Day: March 2, 2022
Polytechnic High School	442555	SAT School Day: March 2, 2022
Robert L Paschal High School	442560	SAT School Day: March 2, 2022
South Hills High School	442501	SAT School Day: March 2, 2022
Southwest High School	442565	SAT School Day: March 2, 2022
Success High School	442561	SAT School Day: March 2, 2022
Tarrant County College South / FWISD Collegiate High School	442616	SAT School Day: March 2, 2022
Texas Academy Of Biomedical Sciences	442492	SAT School Day: March 2, 2022
Western Hills High School	442575	SAT School Day: March 2, 2022
World Languages Institute	440194	SAT School Day: March 2, 2022
Young Mens Leadership Academy	442617	SAT School Day: March 2, 2022
Young Womens Leadership Academy	442489	SAT School Day: March 2, 2022

V. FEE CALCULATION

1. **Fees.** Client shall pay College Board a fee, pursuant to the agreement between College Board and the Texas Education Agency, which shall be an amount not to exceed \$36.00 for each Participant for the 2021-2022 SAT test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
3. **Unused Test Fees.** Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ⁶	Data Recipient ⁷	Billing ⁸	Bulk Registration (optional) ⁹
Name:	Anita Perry	Sara Arispe	David Saenz	Anita Perry
Title:	Director, Academic Advisement	Director of Institutional Research	Executive Director of College and Career Readiness	Director, Academic Advisement
Address:	100 North University Drive Suite Nw 249	100 North University Drive Suite NE226	100 N. University Dr.	100 North University Drive Suite Nw 249
City/State/Zip:	Fort Worth, TX 76107	Fort Worth, TX 76107	Fort Worth, TX 76107-1360	Fort Worth, TX 76107
Phone:	(817) 814-2575	817-871-2422	817-814-2580	(817) 814-2575
Email:	anita.perry@fwisd.org	sara.arispe@fwisd.org	david.saenz@fwisd.org	anita.perry@fwisd.org

⁶ This is the person to whom College Board should direct primary communications.

⁷ This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁸ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁹ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2021	June 30, 2022	5,945	\$18.00	\$107,010.00	\$23,780.00	\$83,230.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	6,174	\$18.00	\$111,132.00	\$37,044.00	\$74,088.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2021	June 30, 2022	5,945	\$55.00	\$326,975.00	\$112,955.00	\$214,020.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	6,009	\$14.00	\$84,126.00	\$30,045.00	\$54,081.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2021	June 30, 2022	5,659	\$14.00	\$79,226.00	\$28,295.00	\$50,931.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	6,009	\$14.00	\$84,126.00	\$30,045.00	\$54,081.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	6,174	\$18.00	\$111,132.00	\$37,044.00	\$74,088.00

Subtotal: \$903,727.00

Total Discount: \$299,208.00

Total Cost: \$604,519.00

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PURCHASE OF TEST PREPARATION FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND:

Academic readiness is a critical component for post-secondary success and is directly related to the college assessments provided to 9th to 12th grade students for the 2021-2022 school year. The college assessments include: PSAT, SAT, TSIA, and ACT. These assessments show the college readiness level of our students and their academic preparedness for college. The college admission service provider is best known for proven test preparation techniques and offers a suite of student-centered and data-driven services to build strong educational foundations, raise college acceptance rates, and increase scholarship dollars. As part of the professional development program, teachers will be trained to deliver the provider’s strategies to our students. Fort Worth ISD (FWISD) teachers will work with a Princeton Review Master Trainer who has extensive experience in the respective post-secondary exams. FWISD teachers will gain confidence working with the test preparation provider’s support materials, access customized syllabi, and increase knowledge of best practices in test prep. FWISD students will also access online resources to complement teacher instruction on test prep strategies.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Test Preparation for the 2021-2022 School Year
2. Decline to Approve Purchase of Test Preparation for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Test Preparation for the 2021-2022 School Year

FUNDING SOURCE

Additional Details

Special Revenue

282-13-6299-TST-999-24-0000416-22F32

COST:

\$199,400

VENDOR:

The Princeton Review

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-AE

Number of Bid/Proposals received: 47

HUB Firms: 0

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 purchase is Edgar compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Test Prep for Students in 9th to 12th Grades Taking SAT, ACT, and TSIA

RATIONALE:

The College, Career, and Military Readiness incorporates the Texas Success Initiative Assessment (TSIA), including performance on PSAT, SAT, ACT, and TSIA assessments. Achievement on these exams directly affects the ability of students to enter college-level courses in Math and English. For the students graduating in 2021, 1,598 students satisfied the TSIA Math and English on their performance indicators. The test preparation material will provide training to teachers, have access to students' testing material, and test strategies to improve college readiness to prepare students for their future college, career, and military goals.

INFORMATION SOURCE:

David Saenz



To: Dr. Clara Cantu
Fort Worth Independent School District

From: Tanya Walker
The Princeton Review

Subject: College and Career Readiness Quote

Date: June 16, 2021

The Princeton Review (TPR) is the leader in standardized test preparation and has over 38 years' experience in implementing comprehensive College Readiness initiatives. TPR represents the cutting edge when it comes to test preparation and is continuously ahead of the competition when it comes to providing the most updated information. The Princeton Review helps students, parents and educators achieve the best outcomes at all stages of their educational careers by starting with a single premise: everyone is entitled to the best education. The Princeton Review is pleased to partner with Fort Worth Independent School District to assist your students with achieving their college goals.

We offer the following services:

Program	Discounted Price for FWISD	Quantity	Total Price
SAT			
SAT Teacher Training - customized 16-hour training ONLINE	\$500 - customized training	minimum of 25 up to 44 teachers	\$ 22,000.00
SAT Online Teacher Resources	<i>Included</i>	3000	
Digital Course Workbook for the SAT - ONLY	\$13.00	3000	\$ 39,000.00
SAT Student Dashboard	<i>Included</i>	3000	
The Princeton Review SAT Practice Test	3.00 per test	3,000	\$ 9,000.00
			\$ 70,000.00
ACT			
ACT Teacher Training - customized 16-hour training ONLINE	\$500 - customized training	minimum of 25 up to 44 teachers	\$ 22,000.00
ACT Online Teacher Resources	<i>Included</i>	3000	
Digital Course Workbook for the ACT - ONLY	\$13.00	3000	\$ 39,000.00
ACT Student Dashboard	<i>Included</i>	3000	
The Princeton Review ACT Practice Test	\$3.00 per test	3000	\$ 9,000.00
			\$ 70,000.00
TSI			
TSI Teacher Training - Verbal 8-hour training ONLINE	\$300.00	minimum of 25 up to 44 teachers	\$ 13,200.00
TSI Teacher Training - Math 8-hour training ONLINE	\$300.00	minimum of 25 up to 44 teachers	\$ 13,200.00
Manual for the TSIA 2.0	\$11.00	3000	\$ 33,000.00
TSIA 2.0 Dashboard -Student online practice			\$ 59,400.00
	168		
Partnership Total			\$ 199,400.00

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE ACT COLLEGE AND CAREER READINESS MASTER SERVICES AGREEMENT**

BACKGROUND:

Fort Worth ISD (FWISD) annually administers national assessments to assist students with college and career planning. The District concentrates on curriculum-based examinations that align with Texas education standards and provide helpful information for all students, not just those who are planning to attend college. Colleges and universities routinely use the results as a part of admissions requirements. FWISD participating in the April 19, 2022, ACT National School Test Date, will allow 11th grade students to test in a familiar environment, complete a key portion of the college application process, and receive meaningful data regarding educational/career planning, instructional support, and evaluation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve ACT College and Career Readiness Master Services Agreement
2. Decline to Approve ACT College and Career Readiness Master Services Agreement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve ACT College and Career Readiness Master Services Agreement

FUNDING SOURCE

Additional Details

Special Revenue

289-11-6339-TST-XXX-24-512-000000-22F12

COST:

Not-to-Exceed - \$225,000

VENDOR:

ACT, Inc.

PURCHASING MECHANISM

RFP/BID/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-B

Number of Bid/Proposals received: 63

HUB Firms: 7

Compliant Bids: 56

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Arlington Heights High School	Benbrook Middle High School	Carter-Riverside High School
Diamond Hill-Jarvis High School	Paul Laurence Dunbar High School	Eastern Hills High School
Green B. Trimble Technical High School	I.M. Terrell Academy for STEM and VPA	Marine Creek Collegiate High School
North Side High School	O.D. Wyatt High School	Polytechnic High School
R.L. Paschal High School	South Hills High School	Southwest High School
Success High School	Texas Academy of Biomedical Sciences	TCC/South-FWISD Collegiate High School
Western Hills High School	World Languages Institute	Young Men's Leadership Academy
Young Women's Leadership Academy		

RATIONALE:

ACT offers a holistic framework to help educators navigate these shifts for understanding education and work readiness and achieving success for students. The ACT standards describe essential skills and knowledge students need to become ready for college and career, giving clear meaning to test scores and serving as a link between what students have learned and what they are ready to learn next. ACT is also the only national college admission exam to measure science skills and provide a Science, Technology, Engineering and Mathematics (STEM) score, which gives more of our learners the ability to capture what they know.

The District completed school day testing in the Spring of 2021. Although we had over 1900 students tested, the numbers were still lower than anticipated due to the COVID-19 pandemic. We are anticipating a higher percentage of scored tests for the 2022 school year. FWISD students that took the test were able to increase the composite score average from 16.3 in 2018-2019 to 16.8 average during the 2021 school year. Fort Worth ISD students also either maintained or showed an increase in all tested areas: Math, Science, STEM, English, and Reading from the 2018-2019 to 2020-2021 school year.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE PROGRAMS AND SOFTWARE TO ASSIST SPECIAL NEEDS STUDENTS**

BACKGROUND:

The program offers an expansive selection of standards-based K-12 content as well as diagnostic-driven, direct instruction proven to demonstrate positive, statistically significant growth in student performance. The curriculum provides flexible learning options that provide instructional strategies designed to meet the needs of struggling learners. The program uses video-based lessons with cutting-edge technology focused on accelerating learning, elevating performance on standardized test, reducing failure and dropout rates, and transitioning more students into college and careers

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Programs and Software to Assist Special Needs Students
2. Decline to Approve Programs and Software to Assist Special Needs Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Programs and Software to Assist Special Needs Students

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6399-001-514-23-513-000000-22F13

COST:

\$62,716.75

VENDOR:

Edmentum, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-030-B

Number of Bid/Proposals received: 23

HUB Firms: 3

Compliant Bids: 23

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth Independent School District - Special Needs Students District-Wide

RATIONALE:

The programs and software combats learning loss and power in-person, hybrid, and full virtual instruction. Courseware is included for 6-12 grade students who are on grade level, falling behind, or advanced. The programs include personalized learning and achievable reality in every classroom.

INFORMATION SOURCE:

Jerry Moore



Date: 4/16/2021
 Order Number: Q-331938
 Revision: 1
 Order Form Expiration Date: 9/30/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 112088
 Customer Name: Ft Worth Ind School District
 Billing Address: 100 N University Dr
 Fort Worth, TX 76107-1360

Products and Services

Ft Worth Ind School District

Products	Qty	License Start Date	License End Date	License Term (Months)
Edmentum Courseware: Digital Curriculum Program	1	10/1/2021	6/30/2022	9
Edmentum Exact Path: Personalized Learning Solution	1	10/1/2021	6/30/2022	9

Ft Worth ISD Services and PD

Products	Qty	License Start Date	License End Date	License Term (Months)
Customer Success Implementation Consultant	1	10/1/2021	9/30/2022	12

Subtotal:	\$62,716.75
Estimated Tax:	\$0.00
Total US Funds:	\$62,716.75

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes

Edmentum Courseware Digital Curriculum Includes: 25 Health and PE, 25 World Languages, 25 College and Career Readiness, 25 CTE, 25 Electives, 100 ELL Foundations, 700 Core
 Exact Path Personalized Learning Solution Includes: 900 Core
 Customer Success Implementation Consultant Includes: 1 Custom Consulting Virtual (Exact Path), 1 Custom Consulting Virtual (Courseware),

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



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Date: 4/16/2021
 Order Number: Q-331938
 Revision: 1
 Order Form Expiration Date: 9/30/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____





Date: 4/16/2021
 Order Number: Q-331938
 Revision: 1
 Order Form Expiration Date: 9/30/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Foundational Skills Instruction will be available for delivery starting June 1, 2021.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 4/16/2021
 Order Number: Q-331938
 Revision: 1
 Order Form Expiration Date: 9/30/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE TRAINING AND TECHNICAL SUPPORT FOR THE SPECIAL EDUCATION DEPARTMENT**

BACKGROUND:

This educational consulting firm focuses on educational excellence and systems change. The consulting firm will conduct 30-days of training, technical support, and coaching to schools practicing inclusion and collaborative teaching. Training may be on-site, virtual, or blended. Each training or technical support will be customized for each school depending on the campus' request.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Training and Technical Support for the Special Education Department
2. Decline to Approve Training and Technical Support for the Special Education Department
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Training and Technical Support for the Special Education Department

FUNDING SOURCE

Additional Details

Special Revenue

224-13-6299-001-999-23-513-000000-22F13

COST:

\$60,000

VENDOR:

Stetson & Associates, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083-A

Number of Bid/Proposals received: 71

HUB Firms: 4

Compliant Bids: 70

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

Fort Worth ISD Schools - Practicing Inclusion and Collaborative Teaching

RATIONALE:

The consulting firm will conduct 30-days of training, technical support, and coaching to schools practicing inclusion and collaborative teaching. Training may be on-site, virtual, or blended.

INFORMATION SOURCE:

Jerry Moore



Fort Worth Independent School District 2021-22 School Year

Task	# Days	# Trainers	Cost
Conduct 30 days of training, technical support, and coaching to schools practicing inclusion and collaborative teaching. Training may be on-site, virtual, or blended.	30	1	\$60,000.00
Total			\$60,000.00

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE AND AWARD CONTRACT RENEWAL TO AN ABSENCE VERIFICATION SYSTEM

BACKGROUND:

The Board originally approved the absence verification system on June 28, 2016. Due to outdated servers, the system is no longer supported by the vendor and, as a result, the District must move to a hosted environment, which has become standard practice in the industry. The District released Request-for-Proposal (RFP) 16-058 entitled, “Absence Verification System” and received responses from two (2) firms. After review for the proposals, vendor demonstrations, and evaluations, the District is recommending the award to SmartFind Express.

The absence verification system allows all District employees to report their absences and helps secure substitutes for those positions that require them. The verification system is also used for daily, monthly, and yearly absence reports, for verification purposes and the data is imported into the payroll system. This system is for internal and external applicants. The proposal is for the date of award through August 31, 2020, with five (5) 1-year renewal options. Renewal options will be at the sole discretion of the District. The verification system includes the transition to the SmartFind SaaS Solution, sub eligible user profiles, and substitute user profiles. The second renewal contract for SmartFind Express NonSub Eligible, is a 12-month term, with the start date on August 1, 2021, end date on July 31, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve and Award Renewal Contract to an Absence Verification System
2. Decline to Approve and Award a Renewal Contract to an Absence Verification System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve and Award Renewal Contract to an Absence Verification System

FUNDING SOURCE *Additional Details*

General Fund 199-41-6299-001-750-99-105-000000

COST:

\$68,955.27

VENDOR:

PowerSchool

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-058

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval for the Absence Verification System, and SmartFind will provide the District with an accurate method of reporting, recording and verifying absences districtwide as well as acquiring substitutes for positions.

INFORMATION SOURCE:

Karen Molinar



Invoice

Date: 07/26/2021
 Invoice#: INV270357
 Due Date: 08/01/2021
 EIN#: 47-4429364
 Customer ID: 10007556

Bill To
 Fort Worth Independent School District
 100 N. University Drive
 Fort Worth TX 76107
 United States

Ship To
 Fort Worth Independent School District
 100 N. University Drive
 Fort Worth TX 76107
 United States

PO#	Quote#	Customer Success Manager			
	Q-448758	Daniel Daughtry			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-TE-S-SF1020: SmartFind Express NonSub Eligible Invoice Period: 08/01/2021 - 07/31/2022	1	Each		4864.31	\$4,864.31
SW-TE-S-SF1030: SmartFind Express Sub Eligible Invoice Period: 08/01/2021 - 07/31/2022	1	Each		64090.96	\$64,090.96

Subtotal	Tax Total	Total (USD)
\$68,955.27	\$0.00	\$68,955.27
		Amt. Due (USD)
		\$68,955.27

Pay Now

Thank you for your business

Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

CONSENT AGENDA ITEM

BOARD MEETING

August 24, 2021

TOPIC: APPROVE 2021-2022 CONTRACT WITH A POST-SECONDARY PREPAREDNESS PROGRAM IN ASSISTING LATINX GIRLS FOR COLLEGE, CAREER, AND COMMUNITY LEADERSHIP

BACKGROUND:

This post-secondary preparedness program not only strives to help young Latinas graduate from high school, but assists them in preparing for post-secondary education, or what is known as "college ready". At the current rate of post-secondary degree completion in the U.S., by 2020, our country will fall short of the 5 million educated workers necessary to maintain our economy. LatinX children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an educated workforce. However, a Latina student in Texas is twice as likely to drop out of high school and two (2) times less likely to earn a college education compared to her female classmates. LatinX economic success, and the success of our broader economy, hinges on helping Latina youth break the cycle, earn a post-secondary degree, and join our educated workforce.

The program's focus is to encourage girls to maintain good grades, take Advanced Placement (AP) coursework, have a deeper understanding of post-secondary expectations as well as increase financial literacy, confidence, and their support system. To participate or enroll in post-secondary education, girls are required to take college prep exams, complete and submit college applications and financial aid paperwork (e.g., FAFSA). The success of post-secondary education is not only measured by the completion of a traditional 4-year degree, but also includes obtaining an associate's degree or a technical/specialized post-secondary degree program. The program, also known as the GRAD program, helps the participants achieve this goal.

To assist in funding this program, the Fort Worth (ISD) will contribute 50% of the cost of services for the 2021-2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Contract with a Post-Secondary Preparedness Program in Assisting Latinx Girls for College, Career, and Community Leadership
2. Decline to Approve 2021-2022 Contract with a Post-Secondary Preparedness Program in Assisting Latinx Girls for College, Career, and Community Leadership
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-24-336-000000

COST:

\$138,867

VENDOR:

Con Mi MADRE

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-P

Number of Bid/Proposals received: 14

HUB Firms: 5

Compliant Bids: 14

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

Kirkpatrick Middle School	North Side High School
Riverside Middle School	Carter Riverside High School
Rosemont Middle School	South Hills High School

RATIONALE:

This post-secondary preparedness program was introduced to FWISD in Spring 2018, and they began recruiting students in the Spring semester of the girls' 5th grade year. Early exposure to positive thinking will pave the way to a more successful future. One of the most unique features of the program is that parental involvement with the students is required. Not only do students join the program, but parents join as well. If a mother is not present in the household, they ask students to join with an adult who will serve as their mentor throughout this journey. Their workshops and conferences are presented in both English and Spanish, and topics are created with the LatinX Community in mind. The program supports families on their journey to higher education through a holistic approach, which includes four (4) areas: relationships, academics, social and emotional.

While the program aids students to perform well academically, the program also focuses on creating stronger Latina women socially and emotionally, by building relationships of trust between the organization, staff, mentors, families, and more importantly their mothers. As students re-engage in on-campus learning, the social emotional component of this program will be critical to the success of the participating girls. Fort Worth ISD would like to continue our partnership with the program to assist young Latina students in being prepared for college, career, and community leadership.

INFORMATION SOURCE:

Sherry Breed

CONSENT AGENDA ITEM

BOARD MEETING

August 24, 2021

TOPIC: **APPROVE 2021-2022 CONTRACT WITH A TARRANT COUNTY PROGRAM FOR THE DEVELOPMENT OF GIRLS**

BACKGROUND:

In partnership with District and Campus leadership, this program focuses on the development of the whole girl. Students learn to value themselves, take risks, and discover and develop their inherent strengths. The combination of long-lasting mentoring relationships, a pro-girl environment, and research-based programming equips girls to navigate gender, economic, and social barriers, and grow up healthy, educated, and independent. The program addresses the systemic barriers that affect the conditions in which girls are growing up, particularly those with the fewest resources. They work to ensure students have the knowledge, resources, and skills to live healthy lives and access meaningful educational opportunities. Students participating in the program are less likely to engage in risky behavior; they are eager to learn, successful in school, and more likely to graduate from post-secondary education; and they display diligence, perseverance and resilience.

Services provided in Fort Worth ISD are tailored to the needs of the individual campus. Participants discuss strategies to make wise choices as it relates to interactions with adults and peers. These conversations assist them in making informed decisions about their personal, academic, and career goals. Specific attention is provided to encourage effective communication skills when addressing life challenges. There is a concerted effort by the program. to reduce office referrals and suspensions of the girls participating in their program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Contract with a Tarrant County Program for the Development of Girls
2. Decline to Approve 2021-2022 Contract with a Tarrant County Program for the Development of Girls
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund

199-31-6299-001-999-24-336-000000

COST:

\$130,000

VENDOR:

Girls, Inc. of Tarrant County

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-024

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Dunbar High School	Eastern Hills High School
Polytechnic High School	Southwest High School
O. D. Wyatt High School	Leadership Academy at Forest Oak Middle School
Monnig Middle School	Morningside Middle School

RATIONALE:

The program will provide weekly sessions in person (or virtually, if necessary) with girls from each identified campus throughout the 2021-2022 school year. Extra-curricular events and services will also be provided. As part of the services offered, girls will receive academic support, build leadership skills, explore career options, focus on personal health, and engage in regular conversations regarding behavior management and conduct. The program will work closely with campus leadership to define and assess specific campus needs. Girls will receive support in addressing life challenges to stay on track academically.

As students resume on-campus learning in the Fall, the social emotional and behavior management components of this program will be critical to the success of the participating girls. Lastly, the program will provide a group of familiar, caring, adults that can offer support to not only the girls, but their families as well.

INFORMATION SOURCE:

Sherry Breed

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: 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

BACKGROUND:

In February 2014, the My Brother's Keeper (MBK) initiative was launched by President Barak Obama to ensure that young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the Fort Worth ISD (FWISD) Board of Education approved the Pledge by America's Great City Schools to serve FWISD males of color and accepted the My Brother's Keeper Community Challenge. FWISD's MBK and My Sister's Keeper (MSK) programs empower students to become informed about educational equity, participate in school-related activities and community service projects. This contract will include MBK Chapters at 17 high schools, and MSK Chapters at three (3) high schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-24-336-000000

COST:

\$255,000

VENDOR:

Strategies to Elevate People (STEP)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: X

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:

My Brothers’ Keeper:

Amon Carter-Riverside High School	Arlington Heights High School	Diamond Hill-Jarvis High School
Dunbar High School	Eastern Hills High School	North Side High School
RL Paschal High School	Polytechnic High School	South Hills High School
Southwest High School	Western Hills High School	O.D. Wyatt High School
Trimble Technical High School	Success High School	TCC South Collegiate High School
I.M. Terrell Academy	Young Men’s Leadership Academy	

My Sisters’ Keeper:

Southwest High School	Dunbar High School	Polytechnic High School
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RATIONALE:

The MBK/MSK programs provide weekly mentoring sessions with each MBK/MSK Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, racial and cultural consciousness, personal growth, and leadership development. In addition to Chapter meetings, MBK/MSK members visit area college campuses, leadership camps and conferences, and are introduced to community leaders and positive role models. These experiences, and the brotherhood/sisterhood of the Chapter, encourage both personal and academic success.

The MBK/MSK facilitators have established meaningful relationships with the students they serve. As all FWISD students transition to in-person learning for the 2021-2022 school year, it is essential that students have access to adults to assist them in facing the academic, personal, and social-emotional challenges they encounter.

INFORMATION SOURCE:

Sherry Breed

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE PROFESSIONAL SERVICES CONTRACT TO SUPPORT INSTRUCTIONAL EXCELLENCE AT LEONARD AND MORNINGSIDE MIDDLE SCHOOLS

BACKGROUND:

Fort Worth ISD has been awarded a 2021-2022 School Action Fund Cycle 3 Supplemental Continuation Funding Grant to support a District managed restart of Leonard Middle School and Morningside Middle School. This initiative will seek to incorporate the Accelerating Campus Excellence (ACE) Model (currently being implemented at Leadership Academy Network campuses in partnership with Texas Wesleyan University) at Leonard and Morningside Middle Schools through an intentional design process throughout the 2021-2022 school year with a full restart on track for August 2022. The service provider will be an instructional excellence partner to these campuses to supplement District support around instructional leadership and ensure that improved instruction begins immediately. The provider will provide continued support to each campus instructional leadership team through executive coaching, data-driven instructional support, and co-creation of effective systems and procedures to support operational excellence.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Professional Services Contract to Support Instructional Excellence at Leonard and Morningside Middle Schools
2. Decline to Approve Professional Services Contract to Support Instructional Excellence at Leonard and Morningside Middle Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue	2XX-21-6299-001-061-24-416-000000-22F16.....\$80,000
	2XX-21-6299-001-054-24-416-000000-22F17.....\$80,000

COST:

\$160,000

VENDOR:

Big Rocks Educational Services

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-067

Number of Bid/Proposals received: 7

HUB Firms: 0

Compliant Bids: 4

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Leonard Middle School	Morningside Middle School
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RATIONALE:

Providing additional, targeted and consistent leadership support to these campuses will help to improve student outcomes through stronger instructional leadership and improved teaching. Ensuring that there are strong structures and systems in place will help to promote a safe and orderly campus as well as a whole school culture that is focused on instructional excellence and academic success.

INFORMATION SOURCE:

David Saenz



Fort Worth Independent School District Consulting Agreement

This Consulting Agreement (“Agreement”) is entered into and effective as of 07/14/2021 with Fort Worth Independent School District (“Client”) and Big Rock Educational Services, LLC (“Consultant”).

The purpose of this Agreement is to set forth the terms and conditions under which Consultant will perform consulting services (“Services”) for Client.

A. Consulting Services

1. Consultant agrees to perform Services for Client as agreed by Consultant and Client included in Statement of Work, signed by Consultant and Client.
2. Consultant shall perform the Services under the general direction of Client, and Consultant and Client collaboratively shall determine the manner and means by which the Services are accomplished.
3. Consultant acknowledges that (i) it is a Consultant of Client, not an employee, (ii) its services will be utilized by Client on an as-needed basis, and (iii) Client has no continuing obligation to use its services.

B. Compensation

1. The rate of compensation to be paid to Consultant is set forth in the Statement of Work.
2. Consultant is not eligible to participate in any employee benefits of Client regular employees.
3. Consultant shall be responsible for the payment of any and all taxes due as a result of the Services performed by Consultant. Consultant shall indemnify and hold harmless Client from any obligation to pay any sales or withholding taxes, social security, unemployment or disability insurance or similar charges including any interest or penalties, in connection with any payments made to Consultant.

C. Confidentiality and Ownership

1. Consultant represents and warrants that (i) it is free to enter into this Agreement; (ii) the services and work product it provides under any Statement of Work will be original; (iii) no portion of any services or work product it provides under a Statement of Work, or its use by Client will violate or be prohibited by any right, title or interest of any kind of any third party entity; and (iv) it is not bound by any employment agreement, restrictions or obligations which would interfere or be inconsistent with the services it furnishes hereunder or its disclosure or use of any ideas, processes, designs, data, or other information in performing services hereunder.
2. Consultant acknowledges and agrees that any work product it creates under a Statement of Work is proprietary to and the exclusive property of Client and that Client has all right, title and interest in such work product. Client is entitled to videotape the training sessions and receive copies of the professional development and training



Fort Worth Independent School District Consulting Agreement

materials. Consultant and Client agree that Consultant may use knowledge obtained during research or planning for consultant's own purposes for future work.

D. Non-solicitation of Consultant

Client agrees not to solicit or hire any personnel of Consultant with whom Client has had contact in connection with any Statement of Work during the term of and for one (1) year after termination or expiration of such Statement of Work without written consent by Consultant.

E. Termination

This Agreement can be terminated by Client upon thirty days written notice of termination to Consultant as long as all Services rendered up to that point are paid in full. The provisions of Section C shall survive any termination of this Agreement.

Statement of Work for Fort Worth Independent School District ("Client")

Consultant will provide the following services under the terms of the Consulting Agreement dated 07/14/2021 between Big Rock Educational Services, LLC ("Consultant") and Fort Worth Independent School District ("Client").

A. Fort Worth Independent School District Contact Information

Susan Hernandez

susan.hernandez@fwisd.org

Valencia Rhines

valencia.rhines@fwisd.org

Nicholas Gesualdi

nicholas.gesualdi@fwisd.org

B. Consultants Contact Information

Scott Hudnor

shudnor@bigrockeducation.com

Matt Khirallah

mkhirallah@bigrockeducation.com



C. Specific Services to be Performed by Consultant

Ongoing Coaching & Implementation

- BRES provides 33 days of weekly on-site or virtual coaching to each of the Leonard and Morningside campus leadership teams to ensure successful implementation of the big rocks and action steps outlined below. A coaching calendar will be built out in advance of service delivery.

Big Rock	Action Items	Metrics for Success
1. Big Rock Prioritization & Implementation	➤ calendaring & selection	➤ 100% of leadership team’s daily calendars aligned to big rock priorities
2. Student Culture	➤ whole school arrival ➤ classroom	➤ 90-100% of students meeting whole school arrival expectations collaboratively created by Fort Worth ISD and BRES ➤ 90-100% of students on-task and learning
3. Data Driven Instruction	➤ weekly data meetings	➤ 1 to 2 leadership team members score ≥ 3.5 (4-point scale) on Weekly Data Meeting Rubric
4. Classroom Rigor	➤ planning ➤ execution	➤ 1 to 2 of the leadership team members score ≥ 3.5 (4-point scale) on Classroom Rigor Planning Rubric (TEKS scoped/unpacked, learning objectives, exit tickets, I DO script) ➤ selected teachers (up to 10) score ≥ 3.5 (4-point scale) on above-noted levels of Classroom Rigor Trajectory
5. Observation & Feedback	➤ observation, planning feedback and feedback	➤ 1 to 2 leadership team members score ≥ 3.5 (4-point scale) on Observation & Feedback Rubric

Coaching Logistics

Each coaching session will utilize one or more of the components of the *BRES Effective Coaching Framework* (attached):

- Teach
- Observe & Debrief
- Co-plan
- Follow-up



Fort Worth Independent School District Consulting Agreement

Communication & Follow-up

- Each coaching session ends with the **Follow-up** component of the *BRES Effective Coaching Framework* completed:
 - action steps clearly defined with person(s) responsible
 - timeline for implementation established
 - next weekly coaching session calendared
- All action steps, pertinent data, and progress to goals captured electronically and sent to all members of the campus leadership team and principal manager

D. Timeline of Project

August 2021 – June 2022 (Exact dates of service will be determined by coaching calendar created by Fort Worth ISD and BRES)

E. Project Cost


\$160,000

F. Payment Schedule

Consultant will invoice Client in four installments. A detailed breakdown of the Payment Schedule is provided below.

Installment	Payment Amount	Payment Due Date
1	\$40,000	August 31, 2021
2	\$40,000	November 30, 2021
3	\$40,000	February 28, 2022
4	\$40,000	May 31, 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above written.

Consultant	Client
Signature 	Signature
Name: Matt Khirallah	Name:
Title and Organization: Co-Founder & COO, Big Rock Educational Services	Title and Organization:
Date: 7-13-21	Date:

DB
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CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE PROGRAM AGREEMENT WITH READING PARTNERS TO PROVIDE TUTORING FOR THE LEADERSHIP ACADEMY NETWORK SCHOOLS**

BACKGROUND:

This national education nonprofit organization has a proven record of providing highly structured, volunteer-based tutoring with positive results for students. Both parties will work collaboratively to establish strong relationships with students by providing on-site and remote literacy related services, resources, and tutoring programs for students and families.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Program Agreement with Reading Partners to Provide Tutoring for the Leadership Academy Network Schools
2. Decline to Approve Program Agreement with Reading Partners to Provide Tutoring for the Leadership Academy Network Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-117-24-416-000000.....\$25,000
	199-11-6399-TWU-124-24-416-000000.....\$25,000
	199-11-6399-TWU-129-24-416-000000.....\$25,000
	199-11-6399-TWU-144-24-416-000000.....\$25,000

COST:

\$100,000

VENDOR:

Reading Partners

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083

Number of Bid/Proposals received: 91

HUB Firms: 10

Compliant Bids: 91

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

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the four (4) campuses under the Leadership Academy Network with key concepts, practices, and resources upon which accelerated improvement is likely for the 2021 – 2022 school year. These services will allow our schools to better analyze students’ abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement.

INFORMATION SOURCE:

David Saenz



Program Agreement

This Program Agreement (this “**Agreement**”) is made and entered into as of the date of execution (“**Effective Date**”) and is between the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district located at 100 N. University, Fort Worth, TX 76107, (“**District**”) and Reading Partners, a California nonprofit public benefit corporation (“**Reading Partners**”). District and Reading Partners may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

Background

- A. The District seeks to provide its students with additional individualized reading intervention and desires to do this in a way that invests the community in students’ achievement.
- B. Reading Partners provides a structured, evidenced-based, volunteer tutoring program for students.
- C. Reading Partners offers tutoring programs and other literacy resources and services for students and families.
- D. The Parties desire to enter into this Agreement to develop a relationship between District and Reading Partners in order to establish literacy-related services for the District (the “**Services**”) which may be provided on-site (“**On-Site Services**”) and/or remotely through alternative methods of delivery, such as instruction by phone, internet, or other distance learning technology (“**Remote Services**”), as agreed by the Parties, to be provided by Reading Partners’ staff and volunteers assigned by Reading Partners to provide the applicable Services as part of the Program (defined below) (“**Personnel**”).

1. **REPRESENTATIVES.** District designates the individual set forth on **Exhibit A** as the “District’s Representative.” The District Representative serves as the District’s initial primary representative with regard to this Agreement (“**District’s Representative**”). District’s Representative will have the overall responsibility for managing and coordinating District’s performance of its obligations under this Agreement and be authorized to act for and on behalf of District with respect to all matters relating to this Agreement. District may change the individual that is District’s Representative on notice to Reading Partners.

2. **RESPONSIBILITIES OF DISTRICT.** In connection with this Agreement, District will undertake the following responsibilities:

a. **Resources for On-Site Services.** District will do the following if and when Reading Partners agrees to provide On-Site Services:

i. Provide a dedicated space on District’s campuses (the “**Donated Space**”), to be agreed upon by campus administration and Reading Partners, at no charge to Reading Partners, that: (1) includes a working phone, Internet connection, and a dedicated space large enough for a Reading Partners reading center (no less than Donated Space requirements specified on **Exhibit A**); and (2) is accessible during District’s operating hours for Reading Partners staff and volunteers that will be onsite (“**On-Site Personnel**”).

ii. Provide services necessary to maintain the Donated Space in a condition substantially similar to that of other classrooms on campus, including janitorial services, maintenance, utilities, and technology support (the “**Donated Services**”).

iii. Ensure that On-Site Personnel have reasonable access to the resources generally available to District staff, including but not limited to: District-based intranet, online course platforms, copy machine, District supplies, and an on-site mailbox. These resources may be shared with District staff.

b. **General Program Support.** District will undertake the following responsibilities:

i. Keep Reading Partners reasonably informed about District activities and announcements by providing appropriate and timely access to any relevant District scheduling changes, news, staff bulletins, emails, updates, and allowing designated Personnel to attend District staff meetings.

ii. Provide to Reading Partners such student demographic and assessment data as necessary for Reading Partners to: (1) determine appropriateness of student placement and guide enrollment in the Program; (2) inform instruction and periodically review student progress; and (3) report in aggregate on student demographics and reading improvement. This data may include parent/guardian contact information, student name and district unique identifier (ID), Individualized Education Program (IEP) status, English Language Learner (ELL) status, and information on student literacy and academic performance (“**School-Provided Student Information**”). If Reading Partners’ access to School-Provided Student Information requires the approval of School, School hereby consents to the release of such data to Reading Partners. The sharing of any data between the Parties will be governed by the Data Sharing Agreement, hereby attached and incorporated into this Agreement as Exhibit A.

iii. Use reasonable efforts to support and assist Reading Partners’ efforts to collect parent/guardian permission forms; ensuring a timely and efficient enrollment process.

iv. Coordinate with Reading Partners to conduct brief check-ins between On-Site Personnel and District’s teachers to survey student progress every eight (8) weeks or at such other frequency as mutually agreed upon.

v. Offer visibility to Reading Partners by: (1) providing Personnel with opportunities (in no event less than once per semester) to present the Program to District staff and the broader District community; (2) including reference to the Program in appropriate District media channels, such as District’s newsletter or website; and (3) working with Reading Partners on occasional joint press releases or other announcements and promotion through social media.

vi. Use reasonable efforts to support Reading Partners’ efforts to (1) achieve volunteer recruitment goals; and (2) achieve its fundraising goals, especially during visits to District from donors and funders.

vii. Ensure that Reading Partners is effectively incorporated into the structure of District’s campus and educational platforms and that Personnel are appropriately included as partners in student achievement.

viii. Provide Personnel with copies of all applicable District policies and procedures.

3. **RESPONSIBILITIES OF READING PARTNERS.** In connection with this Agreement, Reading Partners will use commercially reasonable efforts to undertake the following responsibilities:

a. **Program**

i. Operate a program that provides reading support to qualifying students of District specifically utilizing a Reading Partners-approved program model which may include, but is not limited to, use of a proprietary, evidenced-based curriculum, individualized tutoring, and Reading Partners specific resources, through the agreed upon delivery methods during the days and times at the Donated Space during the days and times specified in **Exhibit A** (the “Program”).

ii. To the extent mutually agreed upon by the Parties or as permitted by this Agreement, provide Remote Services, which may include tutoring services via distance learning technologies, video programs, book packages, and other literacy resources, to support qualifying students of District that supplement On-Site Programs or that are provided in place of On-Site Programs when circumstances do not reasonably permit On-Site Programs to be provided.

iii. Work with District’s teachers and other District staff to identify and enroll students who could benefit from the Program, to the extent capacity permits.

iv. Work with District staff to determine an appropriate schedule for students to participate in the Program.

v. Ensure that Personnel are appropriately trained, including any required trainings that the District generally mandates for volunteers and provides to Reading Partners, and receive on-going coaching and support from Reading Partners, as necessary to perform the Program.

vi. Ensure that all Personnel comply with any District policies and District visitor procedures that are provided in writing in advance by District to Reading Partners.

vii. Conduct certain background checks and medical tests on recurring On-Site Personnel, to the extent required by District and any applicable local, state, or federal laws and guidance from relevant public health authorities, including those expressly stated in **Exhibit A**.

viii. Monitor student progress and regularly communicate with District staff about the Program.

ix. At least once per District quarter or semester, as applicable, use reasonable efforts to provide District administration and staff any requested Reading Partners Information (defined below) related to individual students to the extent permitted by applicable parental/guardian consents as well as on an aggregate and de-identified basis.

x. Support the professional development of Personnel by providing ongoing opportunities, including training, relevant research, and instructional resources.

xi. Provide liability insurance for operations and On-Site Personnel with at least US\$1 million in coverage and furnish a certificate of said insurance at District’s request.

4. CONFIDENTIALITY AND DATA

a. Data Protection

i. Reading Partners will maintain the confidentiality and privacy of student education records (including District-Provided Student Information) in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (“**FERPA**”) and any applicable state privacy laws. Reading Partners and its authorized representatives acknowledge that they may only use, maintain, and disclose information from student education records (including District-Provided Student Information) in compliance with the requirements and exceptions outlined in FERPA.

ii. Reading Partners will have access to and may use District-Provided Student Information in performance of the Program under this Agreement, all in accordance with this Agreement, subject to applicable law.¹

iii. District will maintain the confidentiality and privacy of information provided by Reading Partners (including without limitation, any student education records created and maintained by Reading Partners on behalf of District) ("**Reading Partners Information**") in accordance with applicable law and regulations, including FERPA. School and its authorized representatives acknowledge that they may only use and disclose Reading Partners Information for the purposes described in this Agreement and in compliance with FERPA.

b. **Marketing & Communications.** Reading Partners may use District's name and may disclose District's relationship with Reading Partners in advertising, press, promotion, and similar public disclosures, except that such advertising, promotions, or similar public disclosures will not indicate that District in any way endorses any Program without prior written permission from District.

5. **ADDITIONAL TERMS**

a. **Donated Space Safety.** Reading Partners is responsible for the safety of its On-Site Personnel in the performance of activities under this Agreement.

b. **Strikes.** In order to ensure the safety and well-being of On-Site Personnel and, where applicable, AmeriCorps members, Reading Partners reserves the right, at Reading Partners' sole discretion, to suspend its services (including the Program) during a strike involving District or its District's teachers or staff.

c. **AmeriCorps Terms.** The following terms apply when the Program is being delivered as an AmeriCorps program.

i. **Drug-Free Workplace Act.** As a federal grantee, Reading Partners is required by the Drug-Free Work Place Act of 1988 to provide participants of the Program with a drug-free environment.

ii. **AmeriCorps Service Display.** As a grantee of AmeriCorps, Reading Partners must grant permission for Donated Space(s) to display AmeriCorps poster(s) and/or information, where AmeriCorps members are actively serving. District will permit the display of such poster(s) and/or information, if applicable.

d. **Special Education.** Reading Partners is not a related services provider under the Individuals with Disabilities Education Act. Reading Partners On-Site Personnel are generally not trained to be providers of special education services. The Reading Partners Program is not meant to take the place of services required under a student's IEP. Reading Partners is therefore not responsible for the implementation of any student's IEP.

e. **Remote Services.** In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services. The scope of Remote Services provided will be mutually agreed upon by the District and Reading Partners. Remote Services may include, but are not limited to, tutoring via distance learning technologies, book packages, online literacy resources, and phone connections.

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6. FEES AND PAYMENT

a. **Fees.** In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver the Program and its supplementary services, and in consideration for providing such services, District will pay, or to cause its applicable schools to pay, a fee as described in **Exhibit A**, which is attached hereto and incorporated by reference (the “**Fees**”). The Fees do not include any taxes or other amounts assessed or imposed by any governmental authority. These amounts, if any, are the sole responsibility of District. District acknowledges that the Fees cover only a portion of the cost of providing the Program, and the Program is supported by funds provided by private and governmental contributions.

b. **Invoicing and Payment.** Reading Partners will submit invoice(s) to District and District will pay all Fees in accordance with **Exhibit A**. District will make all payments of Fees via EFT, wire transfer, or check. On request, Reading Partners will provide a form that will allow District to make payments of Fees via EFT or wire transfer. Payments by check should be sent to the address on the applicable invoice.

7. PROPRIETARY RIGHTS

a. **Reading Partners Materials.** Any materials provided by Reading Partners to District (“**Materials**”) will be used and disclosed solely as required to perform the Program and District’s obligations under this Agreement. As between Reading Partners and District, Reading Partners will own the Materials as well as any derivatives or improvements of the Materials developed or derived by or on behalf of Reading Partners or On-Site Personnel.

b. **Marking.** District will not remove or alter any proprietary notices on Materials.

8. TERM AND TERMINATION

a. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for the duration of District’s then-current academic year or for such period stated on **Exhibit A**, unless earlier terminated in accordance with this Agreement (the “**Initial Term**”). Unless otherwise specified on **Exhibit A**, the academic year will be considered to be August 1 through July 31 of the next year. This Agreement may be renewed for additional one (1) year terms upon mutual written agreement.

b. Termination

i. District may terminate this Agreement at any time by providing sixty (60) days’ written notice to Reading Partners. If there is an early termination, any Reading Partners services provided under this Agreement (including the Program) will terminate, and the Fees for the Initial Term or then-current Renewal Term, as applicable, will be paid to Reading Partners immediately upon termination (including Fees payable for services that would have been provided during the remainder of the Initial Term or then-current Renewal Term, as applicable, had District not terminated this Agreement).

ii. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and does not cure that breach within thirty (30) days of written notice from the non-breaching party. Without limitation, any failure by District to timely pay any amounts to be paid under this Agreement will constitute a material breach of this Agreement, and Reading Partners may, without limitation of any of its other rights and remedies available, suspend performance of the Program during any time that District fails to pay any amounts owed to Reading Partners. If terminated for cause by District, District will be refunded a prorated amount of any fees paid to Reading Partners.

iii. On termination or expiration of this Agreement, the following will apply:

1. the Parties will cooperate to effect an orderly, efficient, effective, and expeditious termination of the parties' respective activities under this Agreement;
2. Reading Partners will have no obligation to perform any services after the effective date of the termination;
3. District will pay to Reading Partners any Fees and other amounts payable for the Program through the effective date of the termination (if terminated for Reading Partner's breach) or through the end of Initial Term or then-current Renewal Term, as applicable, for any other termination or if the Term expires;
4. District will deliver to Reading Partners all Materials that are in District's possession or control;
5. any and all liabilities accrued prior to the effective date of the termination will survive; and
6. the Parties' respective rights and obligations under Sections 4 (CONFIDENTIALITY AND DATA), 7 (PROPRIETARY RIGHTS), 8.b(Termination), 9 (WARRANTIES AND DISCLAIMER), 10 (LIMITATIONS OF LIABILITY) and 11 (MISCELLANEOUS) of this Agreement will survive.

9. **WARRANTIES AND DISCLAIMER**

a. **Mutual Warranties.** Each Party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or any other agreement to which it is a Party or by which it is otherwise bound.

b. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 9, READING PARTNERS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. READING PARTNERS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

10. **LIMITATIONS OF LIABILITY**

a. **Disclaimer of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, READING PARTNERS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO DISTRICT FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF READING PARTNERS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

b. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL READING PARTNERS' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, IN AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY DISTRICT TO READING PARTNERS IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

c. **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY READING PARTNERS TO DISTRICT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. MISCELLANEOUS

a. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflicts of law provisions that would result in the application of the laws of another jurisdiction.

b. **Independent Contractor.** It is the express intention of the Parties that Reading Partners perform the Program as an independent contractor. Without limiting the generality of the foregoing, neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

c. **Mitigation.** Each Party must mitigate the impact of any damage arising out of or related to this Agreement.

d. **Notices.** Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person or (ii) sent by overnight air courier with some sort of tracking mechanism, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.d. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the Party's right to take subsequent action. Exercise or enforcement by either Party of any right or remedy under this Agreement will not preclude the enforcement by the Party of any other right or remedy under this Agreement or that the Party is entitled by law to enforce.

f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the Parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

g. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

h. **Headings.** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

i. **Integration.** This Agreement and all exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement, with the exception of any response by Reading Partners to District's Request for Proposals, if any, and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both Parties.

j. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") control, including, but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall use commercially reasonable efforts to give notice to the other party within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Agreed:

READING PARTNERS

Fort Worth Independent School District

Address for notices:

Address for notices:

Reading Partners
180 Grand Ave., Ste. 800
Oakland, California 94612
ATTN: Legal Department

If School's district requires that an authorized signatory of its district sign this Agreement, that signature is set forth below:

Signature

AS
LL
AS
PD

Kent P. Scribner, Ph. D.
Print Name

Superintendent of Schools
Title

Date

APPROVED AS TO FORM:

Signature: _____
Name: Alexander Athanason
Title: FWISD Legal Counsel
Date: _____

EXHIBIT A

- **District Year:** 2021-2022 (the “**Current District Year**”)
- **District Name:** Fort Worth Independent School District

School Name	School Address
Leadership Academy at Como Elementary	4000 Horne St., Fort Worth, TX 76107
Leadership Academy at John T. White Elementary	7300 John T White Rd, Fort Worth, TX 76120
Leadership Academy at Maude Logan Elementary	2300 Dillard St., Fort Worth, TX 76105
Leadership Academy at Mitchell Blvd Elementary	3601 Mitchell Blvd, Fort Worth, TX 76105

- **School/District’s Representative:** Priscila Dilley
- **Program Schedule:** 8am-4pm (local time), Monday through Thursday (excluding days District is closed)
- **Day and month of end of Initial Term and each Renewal Term (if any):** July 31
- **Day and month of beginning of each Renewal Term (if any):** August 1
- **Initial Term** (in the event of a multi-year Initial Term): August 1, 2021 – July 31, 2022
- **In-Kind Donated Contribution:**
 - **Use of the Donated Space for the Current District Year is estimated to be valued at:**
\$ _____
 - **Other Contributions:** (Optional) If there are other Donated Services (such as janitorial, maintenance, copies, etc.) that Reading Partners will receive at School during the Current District Year, please feel free to include the estimated annual in-kind value, here: \$ _____
 - **Total annual in-kind value:** \$ _____
- **Donated Space Requirements:**
 - The Donated Space must be a minimum of 400 square feet and used solely by Reading Partners during the Term.
- **Cash Contribution/Fees:**
 - The total cash amount District is contributing for the Current School Year is: \$100,000
 - The cash contribution is supported through the following funding source: (Please be specific: Name/ Address of entity):
 - \$100,000 – Leadership Academy Network

- **Program Term (tutor beginning date - tutor ending date):** September 1, 2021 – May 15, 2022

- **Payment Arrangement Plan:**

- **Frequency of payment installments:** Biannually
- **Invoice Date(s):** October 1, 2021; January 1, 2022
- **Invoice Amount:** \$50,000 per invoice
- **Payment Term:** Net 30 from date of invoice
- **Please note that invoices will be emailed as specified.**
- **PO or requisition number required on invoices?** Yes No
- **PO from district is required before invoicing?** Yes No

- **Relevant School/District Policies:**

- **Recurring On-Site Personnel background checks requirements:** Reading Partners will not perform background checks on volunteers. District will be responsible for ensuring the appropriate criminal background checks are conducted on all on-site volunteers.
- **Recurring On-Site Personnel medical test requirements:** No medical test required.

- **Background checks for RP Personnel and AmeriCorps:** Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the AmeriCorps or RP Personnel’s state of residence at the time of application, (3) the state in which such AmeriCorps or RP Personnel will serve/work (if different from their state of residence), and (4) an FBI criminal history check.

- **Financial Contact Information:**

Invoicing:	Payment:
Title: Accounts Payable	Title: Accounts Payable
Name: Fort Worth Independent School District	Name: Fort Worth Independent School District
Address: 100 N. University, Suite NW 140-E	Address: 100 N. University, Suite NW 140-E
City/State: Fort Worth, TX	City/State: Fort Worth, TX
Zip: 76107	Zip: 76107
Phone: 817-814-2120	Phone: 817-814-2120
Fax: 817-814-2125	Fax: 817-814-2125
Email address: accountspayable@fwisd.org	Email address: accountspayable@fwisd.org

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CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FOREST HILL FOR SCHOOL RESOURCE OFFICERS FOR THE 2021 – 2022 SCHOOL YEAR

BACKGROUND:

Fort Worth Independent School District and the City of Forest Hill are entering into a Memorandum of Understanding for one (1) police officer that will participate in the Resource Officer Initiative. The officer will be assigned to Harlean Beal and David K. Sellars Elementary Schools. The annual contract period is from September 1, 2021 through August 31, 2022.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Forest Hill 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 City of Forest Hill for School Resource Officers for the 2021 – 2022 School Year
2. Decline to Approve Memorandum of Understanding with City of Forest Hill 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 City of Forest Hill 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 - \$51,310.46

VENDOR:

City of Forest Hill

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 & Security
David K. Sellars
Harlean Beal Elementary Schools

RATIONALE:

Fort Worth ISD is partnering with the City of Forest Hill to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Forest Hill and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar

STATE OF TEXAS §

COUNTY OF TARRANT §

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Forest Hill, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Sheyi Ipaye, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as "District,") acting by and through Dr. Kent P. Scribner, its duly authorized Superintendent. District and City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

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 and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the Fort Worth Independent School District and the City Council of Forest Hill have determined that the security of students is paramount; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Forest Hill Police Department;

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

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers ("SROs"), which must be included in the District student code of conduct, and any other campus or district document describing the role of SROs in the District. See Exhibit A, incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, SROs shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of District shall coordinate with District campus behavior coordinators and other District employees to ensure that SROs provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, SROs may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, SROs will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

District covenants and agrees to fully cooperate with the City of Forest Hill in the implementation of this project and both Parties agree that during the term of this agreement there shall be one police officer participating in the School Resource Officer Program assigned to Harlean Bealle Elementary School and David K. Sellars Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

2.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$51,310.46 for the 2021-2022 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Resource Officer program.

3.

The term of this agreement is for a period beginning on September 1, 2021 and ending on August 31, 2022.

4.

This agreement may be terminated by either Party hereto, in whole or in part, at any time and for any reason, upon written notice to the other Party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

5.

District and City covenant and agree that in the event either Party fails to comply with, or breaches, any of the terms and provisions of this agreement, each Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply or breach of contract. In the event that the breaching Party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching Party shall have the right to declare this agreement immediately terminated, and neither Party shall have further responsibility or

liability hereunder.

6.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

7.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of District. City 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 its officers, members, agents, servants, employees, or officers of the other.

8.

City agrees that the police officers shall be assigned by and responsible to the Forest Hill Police Department but shall work directly with the school principals of the District to which they are assigned. Officers shall be assigned to the school district and assignments to a particular school shall be made by the City in conjunction with District personnel. Such officers shall have the School Resource Officer program as their primary duty and will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the officers temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the city and school is not in session but will consult with District in these situations. City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City.

The Forest Hill Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes, but meetings shall be held with authorized representatives of the school district to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged. City agrees to waive, release, indemnify to the extent allowed by law, and hold

harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract 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.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

12.

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

13.

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

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas.

15.

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.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.

Notices to District shall be deemed given when delivered in person to the Chief of District Operations, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 N. University, Fort Worth, Texas 76107.

Notices to City shall be deemed given when delivered in person to the City Manager of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 3219 California Parkway, Forrest Hill, Texas 76119.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiples in Forest Hill, Tarrant County, Texas, this _____ day of _____, A.D. 2021.

ATTEST: CITY OF FOREST HILL

By: 
Sheyi Ipaye - City Manager

Date: 8/4/2021

By: 
Amy L. Anderson, TRMC, CMC,
City Secretary

Date: 8/4/2021

APPROVED AS TO FORM AND LEGALITY:

By: 
City of Forest Hill City Attorney

Date: 8/4/2021

ATTEST: FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Carl Alfred – Senior Officer- Operations

Date: _____

By: _____
Dr. Kent P. Scribner – Superintendent

Date: _____

By: _____
Tobi Jackson – Board President

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: 
FWISD Attorney

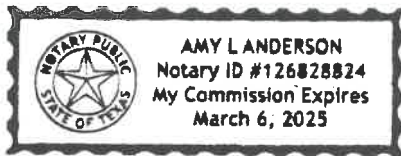
Date: 08/10/2021

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sheyi Ipaye, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Forest Hill and that he executed the same as the act of said City of Forest Hill for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of August, 2021



Amy L. Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

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

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

Notary Public in and for the State of Texas

EXHIBIT A SCOPE OF SERVICES

1. City, through a commander or supervisor shall assign a Forest Hill Police officer to specific schools within the District to provide school security and this officer shall work directly with the District's school principals and Safety and Security personnel.
2. There shall be one City police officer assigned to the District for the SRO Program. In addition, there shall be one other officer available to be assigned SRO duties if the primary Forest Hill SRO officer was not available for any reason. Additional officers will not be provided to District during the Term of the Agreement.
3. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, a designated alternate Forest Hill Police officer may be assigned temporarily to provide coverage. City will only be asked to provide a permanent replacement officer if the primary officer is absent for whatever reason or becomes injured or unfit for duty beyond a 30-day basis and the injury did not occur while performing officers' duties in their role as SRO.
4. Specific duties of the SRO will include splitting time between both assigned schools as deemed necessary to provide coverage including opening and closing of the school day. Duties shall also include the following, traffic regulation, law enforcement, instruction related to law enforcement, monitoring student behavior, career day participation as well as assisting school staff upon request in order to maintain a safe and secure school environment. SRO will devote his full time and attention to officers' duties related specifically to the safety and orderly operation of their assigned schools.
5. The Fort Worth Independent School District approves and publishes a Student Code of Conduct yearly. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, "the duties [of SROs] must be included in ... any memorandum of understanding providing for a school resource officer." Specifically, the Student Code of Conduct states:
"To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are "crime prevention, intervention with students and enforcement of the law."
6. City and District shall meet as needed in order to keep lines of communication open and monitor the progress of the school resource officer program. Meetings will also be used to address and take corrective actions on any issues which may need to be changed related to the program or to the involved officer's assignments, duties and schedule. It will be a priority to ensure adequate staffing not only during regular school days but during District in service and holiday periods when school staff and some school activity may still be taking place to provide a safe environment.
7. City understands and agrees that all SROs 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 acceptable to both Parties.

Hourly wage of officer

<u>Hourly wage of officer</u>	\$28.40
Calculated hours	2,328
Calculated annual salary	\$66,115.20

Incentive Pay

Average hourly incentive

Education Pay	0.72
Certification Pay	0.68
Assignment Pay	<u>1.03</u>
Calculated annual incentive pay	\$5,657.04

Variable Cost/Benefits – Annual

Social Security/Medicare 7.65%	\$5,490.58
TMRS 12.96%	\$9,301.68
Workers Compensation 4.35%	\$3,122.09
Variable Cost Annual	\$17,914.35
Cost of officer before insurance	\$89,686.59

Insurance Cost:

Per month

Married Officer

Dental	\$31.84	\$382.08
Health Insurance	\$1038.90	\$12,466.80
Vision	\$7.12	\$85.44
Total Cost of married officer		\$102,620.91

Notes:

Salary based on calculation of the following annual hours

Regular hours per pay period	84
Overtime hours per pay period	<u>0</u>
	84
Total hours	84
Number of pay periods	x26
Holiday Premium	<u>+144</u>
Total hours	2328
	223

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **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**

BACKGROUND:

YMCA (Young Men’s Christian Association) of Metropolitan Fort Worth will provide program activities designed to give students with special needs a unique opportunity to perform skills and exercises which may be difficult on land. Many people with varying types of disabilities have benefited from the exceptional properties that water provides. The YMCA will be offering adapted swim lessons for participating Fort Worth Independent School District (FWISD) students with special needs. We anticipate the collaborative approach will help students reach and maintain some of their independent goals.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Revenue

199-36-6412-001-999-23-229-000000

COST:

\$810

VENDOR:

YMCA (Young Men’s Christian Association) of Metropolitan 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

Elementary campuses with students who qualify for Adaptive Physical Education, specifically children who cannot weight-bear or do not have muscle strength.

RATIONALE:

YMCA of Metropolitan Fort Worth will be providing an Adapted Aquatic Program designed to give students a unique opportunity to perform skills and exercises which may be difficult on land. Being in the water is a rewarding activity that has vast benefits. Many people with varying types of disabilities have benefited from the exceptional properties that water provides. We anticipate that our collaborative approach will help students reach and maintain some of their independent goals. The YMCA will be supporting the offering of adapted swim lessons for participating FWISD students. The YMCA shall provide dry land education presentations for kindergarten through 5th grade students.

INFORMATION SOURCE:

Jerry Moore

Letter of Agreement

YMCA of Metropolitan Fort Worth and FWISD

This Letter of Agreement (“Agreement”) is made and entered into between the Fort Worth Independent School District (“FWISD”), a political subdivision of the state of Texas and a legally constituted independent school district, and YMCA of Metropolitan Fort Worth (“YMCA”), for the express purpose of providing adapted swimming lessons and water safety education (“Program”) for FWISD students. For the purposes of this letter of agreement, FWISD and YMCA shall be collectively referred to as “Parties,” or individually as “Party.”

1. Purpose

- a. The YMCA shall support in the offering of adapted swim lessons for participating FWISD students.
- b. The YMCA shall provide dry land education presentations for FWISD kindergarten through 5th grade students.

2. Term

- a. The YMCA shall provide Program activities pursuant to the agreed upon schedule:
 - i. Parent Information Session at location TBD
 - ii. Swimming Lessons at the Amon G. Carter, Jr. Downtown YMCA
 - i. Approx. 12 students and 25 staff members.
 - iii. Water Safety Education at the Amon G. Carter, Jr. Downtown YMCA
 - iv. All sessions are expected to start in the fall of 2021, upon agreement between both Parties.
- b. The YMCA will provide water safety and staffing at the following rates:
 - i. \$15/hr per additional lifeguard needed
 - i. YMCA’s lifeguard ratio is 1 active guard per 20 individuals in the pool, YMCA will provide 1 active guard.
 - ii. FWISD will be charged for every additional guard needed within the 1:20 ratio.
 - iii. Estimated Cost: \$15/hr * 2 hrs * 6 weeks = \$180
 - ii. \$20/hr per swim instructor (1 instructor: 6 student ratio)
 - i. Estimated Cost: \$20/hr * 2 Instructors * 2 hrs * 6 weeks = \$480
 - iii. \$25/hr per water safety training
 - i. Approx. 25 staff trained
 - ii. Estimated Cost: \$25/hr * 3 hrs * 2 sessions = \$150
 - iv. Total Estimated Cost = \$810

i. Cost subject to change based on participation.

c. The term of this Agreement shall commence on the effective date hereof and shall continue in effect through May 31, 2022.

3. Termination

a. Convenience. Either Party hereto may terminate this Agreement at any time and for any reason by providing the other Party with a thirty (30) day written notice of termination.

b. Breach. FWISD and YMCA covenant and agree that in the event either Party fails to comply with, or breaches, any of the terms or provisions of this Agreement, the non-breaching Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply with, or breach of, any of the terms or provisions of this Agreement. The breaching Party shall have a reasonable time, not to exceed fifteen (15) days, to cure or correct the breach.

4. Duties and Responsibilities of YMCA of Metropolitan Fort Worth

a. YMCA shall provide swim instructors based on the ratio (1:6) to support FWISD with adapted swim lessons.

i. YMCA swim lessons require no more than six students per instructor to successfully lead the YMCA curriculum for swim lessons & water safety lessons.

b. YMCA shall provide additional lifeguards based on appropriate ratios within the YMCA pool (1:20).

i. YMCA requires no more than one active guard, and one resting guard per 20 individuals in the pool & spa. Each additional 20 individuals requires an additional active guard to ensure safety and licensing standards are met.

c. YMCA will instruct only YMCA approved swim lessons curriculum for all participants.

d. YMCA shall provide aquatics staff to support FWISD at the scheduled parent information session at location TBD.

e. YMCA shall provide water safety education presentations at designated facility during the agreed upon dates and times.

f. YMCA shall comply with all applicable federal, state, and local laws.

g. YMCA, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by FWISD as confidential and shall not disclose any such information to a third party without the prior written approval of FWISD, except as required by law. In carrying out duties, YMCA shall, at all times, recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If applicable, during the term of this agreement, YMCA shall

maintain records to verify that each employee, contracted personnel or volunteer who is engaged or utilized by YMCA to provide Program pursuant to this agreement will undergo yearly Criminal Background Checks (“Criminal Checks”) in compliance with Texas Education Code.

- h. Ensure that at all times at least one onsite YMCA staff member is trained in at least first aid and CPR.
- i. YMCA shall provide appropriate parking for FWISD bus during swim lessons.

5. Duties and Responsibilities of FWISD

- a. FWISD shall send home with students the appropriate paperwork to participate, including a FWISD permission slip.
- b. Parent Information Packet
 - i. FWISD shall offer a parent information packet per request that includes YMCA swim lesson curriculum information prior to the program start date.
- c. Swimming Lessons at the YMCA
 - i. FWISD shall provide approximate number of participating students and therapist to YMCA.
 - ii. FWISD shall provide additional supervision of students during transportation to the YMCA and while on the YMCA premises.
 - iii. The FWISD staff shall provide assistance of transitioning kids from school to YMCA and back to FWISD
 - iv. The FWISD staff shall provide supervision of students upon the students’ arrival at the YMCA.
 - v. Only FWISD trained staff will be participating in any in-pool activities, and will be supported with only YMCA approved swim lesson curriculum.

6. Insurance

- a. Throughout the term of this Agreement, YMCA shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance with limits of not less than \$1,000,000.00. YMCA shall list the other as an additional insured under the Party's general commercial liability insurance policy(ies). YMCA shall further maintain Worker’s Compensation Insurance and Abuse and Molestation coverage at levels approved by FWISD. Such policy or policies shall be written by an insurance company or companies reasonably satisfactory to FWISD and licensed to do business in the State of Texas.
- b. YMCA shall provide FWISD a certificate or certificate(s) of insurance evidencing required insurance coverage, in a form reasonably satisfactory to FWISD. Throughout the term of

this agreement, YMCA shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

- c. YMCA will insure its own equipment.

7. Indemnification

- a. YMCA hereby indemnifies and holds FWISD and their respective officers, directors, agents, employees and contractors harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses for any asserted personal injury of any kind, any other injury, death of any person, or property damage or any kind, (collectively "claims") arising from the negligence or misconduct of YMCA or its officers, directors, agents, employees, or contractors occurring on [campus] or during any and all activities related to the Program regardless of location. In the event any action or proceeding shall be brought against FWISD by reason of any such claim, YMCA shall defend the same at YMCA's expense. Counsel will be selected by YMCA's insurance carrier if the defense is provided under YMCA's insurance policy.
- b. FWISD, to the extent allowed by law and without waiver of any immunity or defense, hereby indemnifies and holds YMCA and their respective officers, directors, agents, employees and contractors harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses for any asserted personal injury of any kind, any other injury, death of any person, or property damage or any kind, (collectively "claims") arising from the negligence or misconduct of FWISD or its officers, directors, agents, employees, or contractors occurring on [campus] or during any and all activities related to the Program regardless of location. In the event any action or proceeding shall be brought against YMCA by reason of any such claim, FWISD to the extent allowed by law, shall defend the same at FWISD's expense. Counsel will be selected by FWISD's insurance carrier if the defense is provided under FWISD's insurance policy.
- c. In the event a Claim is determined by a court of competent jurisdiction to have been caused by the negligence of both Parties, the relative financial burden of the Claim shall be attributed equitably between the Parties in accordance with the principles of comparative negligence.

8. Notices

- a. 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, certified or registered, return receipt requested, addressed as follows:

FWISD

Attn: Angelica Underwood
Address: 100 N. University Dr.
Fort Worth, TX 76107

YMCA of Metropolitan Fort Worth

Attn: John-Michael Corn
Attn: Jacquelyn Kotar
Address: 512 Lamar St.
Fort Worth, TX 76102

9. Governing Law and Venue

- a. This letter of 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 courts located in Tarrant County, Texas.

10. Severability

- a. If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions which can be given effect without the invalid provisions shall not in any way be affected or impaired.

11. Force Majeure

- a. YMCA and FWISD 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, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

By execution of this letter of agreement below, each party acknowledges that the foregoing expresses the principal understandings between YMCA and FWISD and their shared goal to work collaboratively. The foregoing does not necessarily express all of the understandings between the parties now or in the future and the parties further agree that, if and when issues arise that seem to be of a nature that expression of the parties' shared understanding would be beneficial, the parties may amend or supplement this contract by writing an addendum signed on behalf of both parties.

Accepted and Agreed:

YMCA of Metropolitan Fort Worth

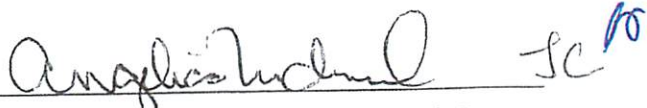
By: _____

Printed Name: _____

Title: _____

Date: _____


FWISD


By:  _____

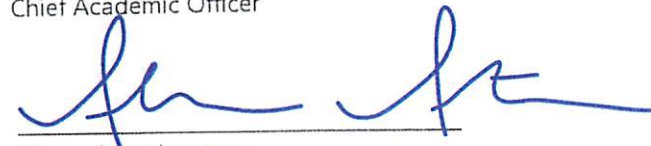
Printed Name: Angelica Underwood, Ed.D.

Title: Director, Special Education

Date: 5/12/2021


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services


Jerry Moore
Chief Academic Officer


Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools

Tobi Jackson
School Board President
Fort Worth Independent School District

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH EARLY CHILDHOOD INTERVENTION (ECI) FOR CHILDREN PARTICIPATING IN PRESCHOOL PROGRAMS

BACKGROUND:

A Memorandum of Understanding (MOU) is renewed each year pursuant to Code 34§CFR 300.124(a) to ensure students transition from early intervention programs assisted under Part C of the Individuals with Disabilities Education Act (IDEA) to services provided by Fort Worth Independent School District (FWISD) Part B with no interruption of services. FWISD is responsible for services to children with disabilities ages three (3) to twenty-one (21), as required by Part B of IDEA. The MOU provides the implementation of a seamless model of services from the agency outlined in IDEA Part C to the Local Education Agency (LEA) IDEA Part B. FWISD is also responsible for providing information to the out-of-district agency regarding all children under the age of (3) three suspected of having a disability and discovered through the Child Find process. The MOU is approved annually by the Board.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Early Childhood Intervention (ECI) for Children Participating in Preschool Programs
2. Decline to Approve Memorandum of Understanding with Early Childhood Intervention (ECI) for Children Participating in Preschool Programs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Early Childhood Intervention (ECI)

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

All of Fort Worth ISD Elementary Campuses, District-Wide

RATIONALE:

The MOU annual approval by the Board is necessary to ensure compliance of federal guidelines under IDEA and Texas Education Code 34 CFR§ 300.124(a).

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING

FORT WORTH ISD/SSA and ECI of North Central Texas 2021-2022

Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

Terms of Agreement:

This Memorandum will be effective for the 2021-22 fiscal year (September 1, 2021 through August 31, 2022); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI ECI	D/HH/VI LEA
<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ol style="list-style-type: none"> Must develop the IFSP within 45 days of initial referral to ECI; Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process. 	<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ol style="list-style-type: none"> Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit. Requirements defined by Part C as specified definitions. Must make services available to families and be flexible in accommodating their schedules. Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.
<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. 	<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.
<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ol style="list-style-type: none"> Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist; Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below; Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available; With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate; An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH and/or VI will be addressed; 	<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ol style="list-style-type: none"> Referral information; A copy of the eye doctor report and/or otolaryngologist and audiologist reports; Evaluation/assessment reports; The initial and subsequent IFSPs; Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.) For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count; Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and A copy of the Visual Impairment Supplement that addresses the expanded core curriculum and/or a

D/HH/VI	LEA
<p>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and</p> <p>g. Paperwork that has been received and documented by the 20th of each month.</p>	<p>copy of the D/HH Supplement that addresses preferred mode of communication.</p>
<p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);</p> <p>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);</p> <p>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and</p> <p>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.</p> <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <p>a. A functional vision evaluation and learning media assessment by a TVI;</p> <p>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;</p> <p>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>f. Services by a TVI and a COMS, as specified by the IFSP;</p> <p>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (ECI.aivdocs@mhmrtc.org) using a designated naming convention in the subject line no later than one week following the day of the visit;</p> <p>h. Materials that are available through Quota Funds as specified by the IFSP; and</p> <p>i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count.</p>
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;</p> <p>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH will be addressed; and</p>	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <p>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;</p> <p>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by</p>

D/HH/VI ECI	D/HH/VI LEA
<p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>	<p>parent or by ECI to the district;</p> <p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (ECI.aivdocs@mhmrtc.org) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
<p>6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.</p>	<p>6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.</p>
<p>7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.</p>	<p>7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.</p>
<p>8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.</p>	<p>8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.</p>
<p>9. No Additional Requirements</p>	<p>9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.</p>
<p>10. No Additional Requirements</p>	<p>10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.</p>

D/HH/VI	ECI	D/HH/VI	LEA
	11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.		11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.
	12. No Additional Requirements		12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

II. Transition Process

Transition	ECI	Transition	LEA
	<p>1. Between child's age of 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which may be referred to:</p> <ul style="list-style-type: none"> • Other services that may be available, if appropriate. or • Early Childhood Special Education; 		<p>1. LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:</p> <ul style="list-style-type: none"> • Signature on MOU; • Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family; • Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.
	<p>2. Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3rd birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3rd birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent's consent, ECI will send to LEA (by fax or email) the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> • Deaf or Hard of Hearing (D/HH) • Autism (AU) • Deaf-Blindness (DB) • Emotional Disturbance (ED) • Intellectual and Development Disabilities (IDD) • Multiple Disabilities (MD) • Non-Categorical Early Childhood* • Orthopedic Impairment (OI) • Other Health Impairment (OHI) • Learning Disability (LD) 		<p>2. LEA will treat the Part B Potentially Eligible Notification as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.</p>

Transition ECI	Transition LEA
<ul style="list-style-type: none"> • <i>Speech Impairment (SI)</i> • <i>Traumatic Brain Injury (TBI)</i> • <i>Visual Impairment (VI)</i> <p><i>*The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> • <i>Intellectual and Development Disabilities (IDD),</i> • <i>Emotional Disturbance (ED),</i> • <i>Specific Learning Disability (SLD), or</i> • <i>Autism (AU).</i> <p><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:</i></p> <ul style="list-style-type: none"> • <i>Learn,</i> • <i>Maintain health status required to attend and participate in school,</i> • <i>Navigate the school environment,</i> • <i>Make and maintain positive relationship with other children,</i> • <i>Communicate effectively with others,</i> • <i>Understand and process verbal instruction and/or</i> • <i>Manage his/her own behavior.</i> 	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3rd birthday. ECI and LEA may designate times and dates each month for transition planning conferences. The ECI service coordinator will attend the transition conference (face-to-face meeting). ECI staff can be virtual in lieu of face to face if permissible by state rules.</p> <p>108.1217 (b) If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <p>(1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires:</p> <p>(A) The face-to-face attendance of the parent and the service coordinator; and</p> <p>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.</p> <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3rd birthday. Virtual instruction is permissible in lieu of face o face for the LEA if approved through district and state guidelines.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> • Discuss how eligibility is determined, the assessment process, and the ARD process • Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B • Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility. • Explain timelines to determining eligibility. • Follow up with the family as appropriate after the

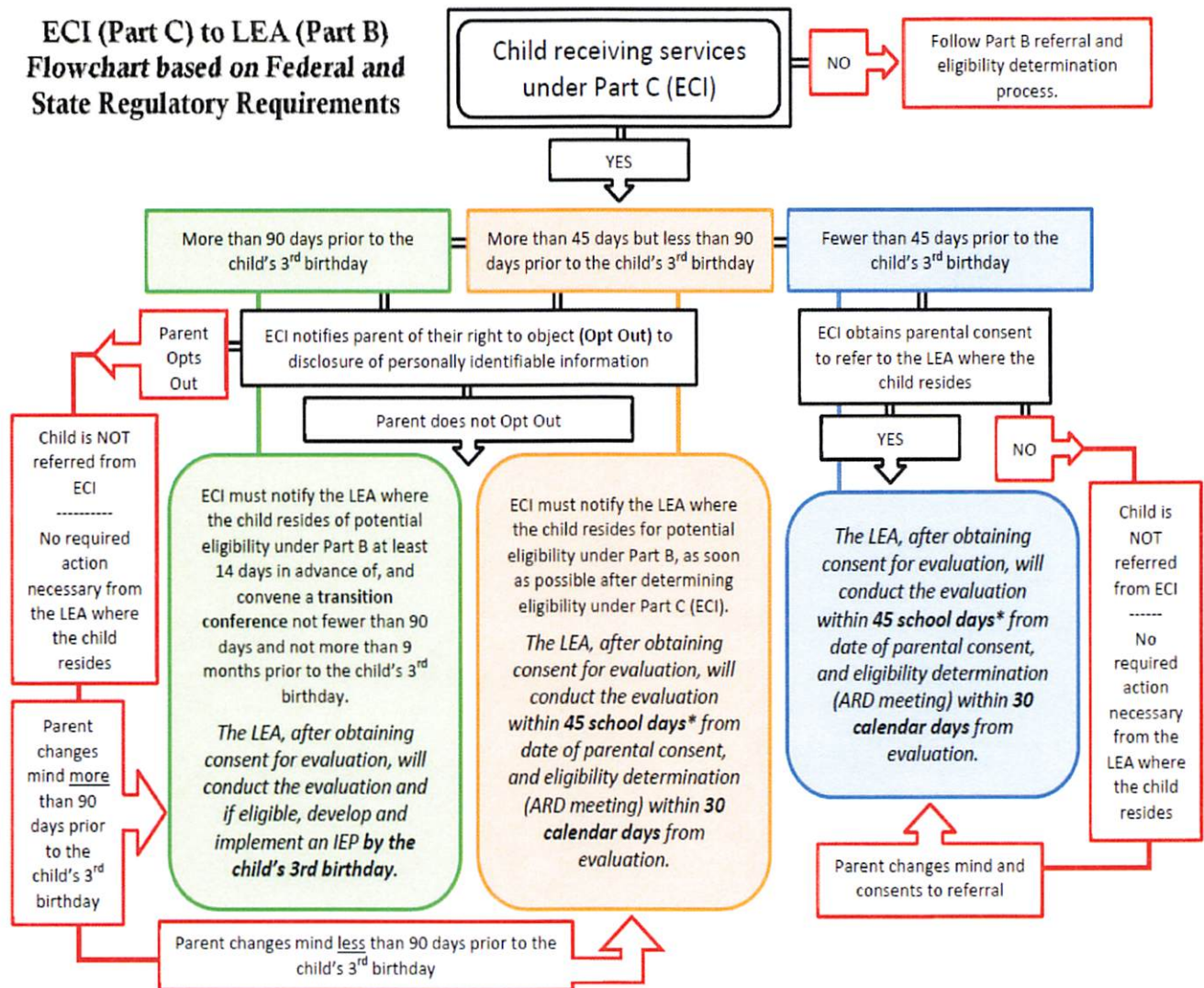
Transition ECI	Transition LEA
If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.	<p>transition conference.</p> <ul style="list-style-type: none"> Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3.
4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.	4. LEA will provide the following information to ECI: <ul style="list-style-type: none"> information about special education and related services, including a description of the Part B eligibility definitions; transition timelines; process for consenting to an evaluation; eligibility determination; and extended year services.
5. No Additional Requirements	5. If the child's 3 rd birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))
6. No Additional Requirements	<p>6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3rd birthday.</p> <p>The parent is provided a copy of the <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process</i>. Parent signs a receipt verifying that they have received the documents and understand the contents.</p> <p>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).</p> <p>If the LEA determines that it will not conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.</p> <p>With parental consent, LEA will notify ECI of decision to not conduct an evaluation.</p>
7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is required for the attendance of the ECI service coordinator at the evaluation.	7. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301) <ul style="list-style-type: none"> The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT,

Transition ECI	Transition LEA
	<p>TOD/HH/TVI, COMS, etc.).</p> <ul style="list-style-type: none"> • The LEA may review and consider an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.
<p>8. The ECI service coordinator may be notified of the ARD meeting with parent consent.</p>	<p>8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.</p>
<p>9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.</p>	<p>9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323)</p> <ul style="list-style-type: none"> • The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved. • The parent must provide consent for initial placement prior to initiation and implementation of special education services. • The parent reserves the right to not provide consent for the initial provision of special education and related services. • The parent reserves the right to revoke consent for special education services at any time. • With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services. • By the 3rd birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.
<p>10. ECI will continue to provide full IFSP services until the child's 3rd birthday.</p>	<p>10. The LEA will provide services as outlined in the IEP.</p>

III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3rd Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 rd birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 rd birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 rd birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



* In accordance with current State established initial evaluation timelines.

IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> • Document and treat as referral • Collaborate with parent to get consent to evaluate. • Assess • Hold ARD meeting • Develop IEP by 3rd Birthday
2. Invitation to Transition Conference	<ul style="list-style-type: none"> • Respond to invitation to transition conference • Attend the conference • Document date of conference, the participants, and the steps to determine a child's part B eligibility.
3. Electronic Communication	<ul style="list-style-type: none"> • Parent gives Consent • District employees must be () public record.
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> • Refer ECI to TODHH and/or TVI then: <ol style="list-style-type: none"> a. Obtain copy of Assessment Consent Form b. Assess c. Attend IFSP meeting d. Begin services if eligible e. Report progress notes for each visit to ECI on a weekly basis

V. Definitions

Word / Acronym	Definition
ARD	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
COMS	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
D/HH	Deaf / Hard of Hearing
ECI	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
ECS	Early Childhood Services
ECSE	Early Childhood Special Education
EIS	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
ESC 11	Education Service Center Region 11
ESY	Extended School Year
IDEA Part B	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
IDEA Part C	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
IEP	Individualized Education Plan used to define services for children (ages 3-21)
IFSP	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.

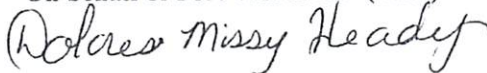
Word / Acronym	Definition
IFSP Team	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
LEA	Local Education Agency; a term commonly used to mean a school district or charter school
Limited Personally Identifiable Information	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
LRE (LEA)	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
Natural Environment (ECI)	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.) Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
Part B Potential Eligibility Notification	Information sent to the school to begin the referral process; similar to the former 90-day referral
Prior Written Notice	The school district must provide a written notice (information received in writing) whenever the school district: <ol style="list-style-type: none"> (1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or (2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child. The school district must provide the notice in understandable language (34 CFR §300.503(c)).
Procedural Safeguards	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
Receiving services	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
RDSPD	Regional Day School Program for the Deaf
Service Coordinator	The ECI employee or subcontractor who: <ol style="list-style-type: none"> (1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications); (2) Is assigned to be the single contact point for the family; (3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and (4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.
SPP12	State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA
TEA	Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students.

Word / Acronym	Definition
TODHH	Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing
Transition Conference	Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI
TSBVI	Texas School for the Blind and Visually Impaired
TSD	Texas School for the Deaf
TVI	Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments
VI	Visual Impairment

VI. Signatures

We have reviewed and adopted this Memorandum of Understanding between Fort Worth ISD (LEA) and ECI of North Central Texas (ECI).

On behalf of Fort Worth ISD (LEA).



Signature _____ Printed Name Dolores Missy Heady Title Director, Special Education Date 4/30/21





Signature _____ Printed Name Janice Carter Title Executive Director, Special Education Date 11/04/21

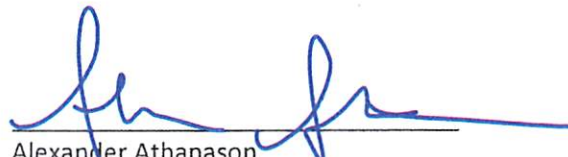
On behalf of ECI of North Central Texas:

Signature _____ Printed Name _____ Title Chief of Early Childhood Services Date _____

On behalf of Fort Worth ISD (LEA)


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services


Jerry Moore
Chief Academic Officer


Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools

Tobi Jackson
245 School Board President
Fort Worth Independent School District

VII. Sample LEA Agenda

- referenced on page 6

The Transition Conference should cover all the following:

SAMPLE

LEA Agenda

1. Transition Conference
 - Informational meeting for parents to include eligibility definitions, timelines, process for consenting to an evaluation and eligibility determination, district continuum of placement options, and extended year services
 - Opportunity for parents to ask questions about transition
2. Referral Meeting
 - Documents required at referral meeting
 - ✓ Official Birth Certificate (or within 30 days)
 - ✓ Social Security Card
 - ✓ Proof of Address (i.e. electric bill, water bill, lease, etc.)
 - ✓ Affidavit of Residency may be required if parent has no household bills in their name
 - Complete referral forms
 - Sign consent for evaluation (if all information for referral is complete)
 - Schedule evaluation (when all referral documents are received)
 - Note: ECI staff may attend with consent/permission from family
3. Evaluation
 - Your child will participate in an evaluation which may include:
 - observing your child in a play setting
 - parent interview
 - activities with LEA staff
 - Schedule Admission, Review, and Dismissal (ARD) meeting
 - Note: ECI staff may attend with consent/permission from family
4. ARD Meeting
 - Review evaluation report
 - Determine eligibility for special education services*
 - Develop Individual Education Plan (for eligible special education services)
 - Determine placement (for eligible special education services)
 - With parental consent, results of ARD meeting will be reported to ECI
 - Note: ECI staff may attend with consent/permission from family
5. Student will begin any eligible special education services on his/her third birthday, or as agreed upon during the ARD meeting.

ISD Contact Information:

Phone: 000-000-0000

*Your child must meet the criteria for one or more of the disability categories listed below and have an educational need to be eligible for special education services:

- Deaf/Hard of Hearing
- Autism*
- Deaf-Blindness
- Emotional Disturbance*
- Intellectual Disabilities*
- Multiple Disabilities
- Non-categorical early childhood ages 3 through 5*
- Orthopedic Impairment

- Other Health Impairment
- Specific Learning Disability*
- Speech or Language Impairment

- Traumatic Brain Injury
- Visual Impairment

*Non-categorical early childhood ages 3 through 5 may be used in conjunction with this disability category.

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH
ESSILOR VISION FOUNDATION (EVF), HELEN KELLER
INTERNATIONAL (HKI), INC. TO PROVIDE VISION SERVICES TO
STUDENTS IN ELEMENTARY SCHOOLS**

BACKGROUND:

The Vision Health partnership between Fort Worth ISD (Student Support Services, Health Services, and School Leadership) and various community partners (such as Alcon, Essilor, HKI, Read Fort Worth, UNT Health Science Center, Cook Children’s Hospital) provides vision screening and correction services through school and community-based events and providers. The program provides services to children in elementary grades at no cost to the parents.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Essilor Vision Foundation (EVF) and Helen Keller International (HKI), Inc. to Provide Vision Services to Students in Elementary Schools
2. Decline to Approve Memorandum of Understanding with Essilor Vision Foundation (EVF) and Helen Keller International (HKI), Inc. to Provide Vision Services to Students in Elementary Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Cost

COST:

No Cost

VENDOR:

Essilor Vision Foundation (EVF)
Helen Keller International, (HKI) Inc.

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

FWISD Elementary Schools

RATIONALE:

The partnership between EVF and HKI will provide essential services to our students by addressing student vision needs. In 2020-2021, the program supported the screening of 25,000 students, administered 2,500 eye exams, and provided 2,000 prescription eyesight glasses to students at no cost to the parents. The program served 70% of the students who failed their vision screening at the elementary level.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña

Agreement for Volunteer Health Services on School Sites

This Agreement (“Agreement”) is entered into and between Helen Keller International, hereinafter referred to as “Helen Keller Intl”, 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 “FWISD”, for the purpose of facilitating the selected health services described in Section 6 of this Agreement (the “Services”) on school sites of FWISD and/or at designated sites. FWISD and Helen Keller Intl may be collectively referred to as “Parties” or individually as “Party.”

In furtherance of the foregoing purposes, Helen Keller Intl and FWISD agree as follows:

1. **Terms of Agreement.** This Agreement shall be in effect on or after August 16, 2021, and shall remain effective through August 30, 2022, between Helen Keller Intl and FWISD. Renewal of this Agreement will occur on execution of an amendment to this Agreement by both Parties hereto approving such extension in writing. This Agreement may be terminated by either Party, without cause, upon the giving of thirty (30) days written notice to the non-terminating Party.
2. **Location.** The Services shall be furnished on the premises of FWISD set forth on Attachment A hereto. The Services shall be delivered on days and times mutually agreed to by both Parties.
3. **Staffing.** Helen Keller Intl shall be solely responsible for the Services provided by its employees, trainees, contractors, agents, or representatives (“Helen Keller Intl Staff”) under this Agreement. Helen Keller Intl Staff providing the Services shall be adequately trained and prepared according to prevailing professional standards for providing such Services and shall be licensed or otherwise legally qualified to provide the Services. Helen Keller Intl agrees that its Staff shall be adequately supervised. Helen Keller Intl agrees that Helen Keller Intl Staff will follow legal guidelines on reporting child abuse/neglect.
4. **Equipment.** Helen Keller Intl will be responsible for the procurement, maintenance, and insurance of equipment necessary to provide the Services for which it is responsible.
5. **Conflict Resolution.** Should any problems or conflicts arise in the course of the delivery of the Services, it is understood that upon the request of Helen Keller Intl, an authorized representative of the FWISD will work to accomplish an effective resolution through nonbinding mediation.
6. **Description of Service.**

Helen Keller International

The goal of this project, **subject to available funding**, is to provide vision services, which includes a vision screening, eye exam, and prescription eyeglasses and referrals to an ophthalmologist as necessary.

Helen Keller International will be responsible for:

- Conducting and monitoring of vision screening;
- Conducting of outreach and dissemination of information about US Vision Program to principals, school nurses, teachers and students through attendance at faculty meetings, PTO meetings and student assemblies;
- Providing eyeglasses to students free of charge to the students;
- Referrals for students who require eyeglasses outside Helen Keller Intl’s inventory range to an optical shop;
- Follow-up on the rate of compliance with referrals;

- Monitoring of quality control of process; and
- Monitoring of program impact and processes through surveys and operational research studies.

FWISD will be responsible for:

- Assistance with the return of surveys and evaluation forms.
- Outreach and liaison with the Elementary and Middle Schools involved in the execution of the project, i.e., area superintendents, principals, school staff, school officials, parents, and community organizations as needed;
- FWISD agrees to provide assistance to Helen Keller Intl by providing relevant information to Helen Keller Intl for implementation of the US Vision program. Such information shall include but is not limited to: class list, school calendars, PTA meeting dates, an introduction and facilitation of communication with the health insurance enrollment representative(s) of FWISD, and other relevant information that may help Helen Keller Intl in administering the services and getting information out to the parents of the FWISD students. Any data provided by FWISD to Helen Keller Intl will be governed by the Data Sharing Agreement and Process, hereby attached as Exhibit A;
- Adequate supervision by teachers and/or school personnel of students during the vision screening and refraction process;
- Delegation of school-based health clinic nurses/school health aide, school nurses, or school staff to US Vision Program for orientation of the US Vision Program, as needed;
- Assistance with data collection for operational research activities; and
- Assistance with the return of surveys and evaluation forms.

7. **Billing.** Services will be provided at no cost to FWISD.
8. **Insurance.** Optometrists with whom Helen Keller Intl contracts shall present FWISD with an original Certificate of Insurance evidencing insurance for professional liability insurance or medical malpractice insurance, as appropriate. Worker's compensation and general liability insurance covering Helen Keller Intl Staff other than the optometrist will be obtained. The optometrist(s) contracted with by Helen Keller Intl shall maintain coverage for general liability insurance and/or medical malpractice insurance with limits of \$1,000,000/\$3,000,000 per claim/occurrence. Helen Keller Intl and its contracted optometrist(s) shall each maintain its respective aforementioned insurance in effect at all times during the life of this Agreement.
9. **Indemnity.** Helen Keller Intl shall defend and indemnify FWISD, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from negligent acts or omissions of Helen Keller Intl, or its officers, agents or employees under this Agreement.
10. **Independent Contractor.** While engaged in performance of this Agreement, Helen Keller Intl and Helen Keller Intl Staff are independent contractors and shall not be deemed officers, agents, or employees of FWISD.
11. **Confidentiality of Records.** Helen Keller Intl and FWISD recognize that records maintained by them respectively relative to pupils are confidential pursuant to provisions of federal and state law. Each Party shall keep such records, along with all information of the other Party relating in any way to the business of the other Party and the services covered by this Agreement, or otherwise identified by the other Party or its directors, employees, representatives (including, without limitation, attorneys and accountants), advisors or agents (collectively, the "Representatives"), whether or not in writing and whether or not furnished before or after the date hereof, confidential, and shall ensure that their Representatives keep such information confidential except as may be otherwise required by law.

12. **Assignment and Transfer.** Helen Keller Intl shall not in any manner, directly or indirectly, by operation of law or otherwise, assign or transfer this Agreement or any portion of any interest herein, in whole or in part, without the prior written consent of the FWISD.
13. **Jurisdiction.** This Agreement is made, entered into and executed in the state of Texas, and any legal action, claim or proceeding arising out of or connected with the Agreement shall be filed in the applicable court in Tarrant County, Texas. This Agreement shall be construed, and all disputes hereunder shall be settled, or accordance with the laws of the State of Texas.
14. **Notice.** Any notice pursuant to this Agreement shall be deemed given when transmitted by certified mail, all charges prepaid, and addressed to FWISD or Helen Keller Intl as listed below:

Fort Worth Independent School District
Attn: Michael Steinert
Assistant Superintendent
100 N University Dr., Suite NE 223
Fort Worth, TX 76107
(817) 814-2810

Nick Kourgialis
Vice President of Eye Health
Helen Keller International
One Dag Hammarskjold Plaza
New York, NY 10017
(646) 472-0323

15. **US Vision Program Proprietary Notice.** Helen Keller Intl is the owner of the mark “US Vision Program. US Vision Program name is a registered trademark of Helen Keller Intl and, as such, shall not be modified or adapted without the express, written consent of Helen Keller Intl. All US Vision Program trademark and other proprietary notices must be kept intact and used. FWISD acknowledges that the US Vision Program is a unique and proprietary program developed by Helen Keller Intl to provide vision and related services to schoolchildren. In recognition of the time and money spent by Helen Keller Intl to develop the US Vision Program, FWISD agrees that it will not, unless it has written permission from Helen Keller Intl, (i) enter into any written or oral contract with any other entities with respect to the US Vision Program; or (ii) reproduce, use, or distribute any Helen Keller Intl or US Vision Program materials or other Helen Keller Intl or US Vision Program documents or information except to carry out this Agreement, or in compliance with any applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.



By:  _____

Fort Worth Independent School District
Attn: Michael Steinert
Assistant Superintendent
100 N University Dr., Suite NE 223
Fort Worth, TX 76107
(817) 814-2810

Date: 7/30/2021

By: _____

Nick Kourgialis
Vice President of Eye Health
Helen Keller International
One Dag Hammarskjold Plaza
New York, NY 10017
(646) 472 - 0323

Date: 6/7/2021

By: _____
Tobi Jackson
FWISD Board President
Date: _____

AA
7/15/21

By: _____
Kent P. Scribner
FWISD Superintendent
Date: _____

By: _____
Mrs. Karen Molinar
FWISD Deputy Superintendent
Date: _____

DATA SHARING AGREEMENT AND PROCESS

This Data Sharing Agreement and Process (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and Helen Keller International (“HELEN KELLER INTERNATIONAL”). The District and HELEN KELLER INTERNATIONAL may be referred to individually as a “Party,” and collectively as the “Parties.”

1. PURPOSE

- 1.1 The purpose of this Agreement is to outline the responsibilities and commitments of each HELEN KELLER INTERNATIONAL in providing the Data outlined in Table 1 and 2 of Exhibit A of this Agreement. The Data Sharing Process will be, as outlined in Exhibit B of this Agreement.

2. TERM AND TERMINATION

- 2.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on August 30, 2022. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 2.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days’ written notice of termination to the other Party.

3. STUDENT INFORMATION

- 3.1 Student Information– HELEN KELLER INTERNATIONAL will only access and utilize FWISD student information as authorized and detailed in this Agreement.
- 3.2 Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3;
- 3.3 De-identified Information. As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student’s name; the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as the student’s social security number, student number, or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who HELEN KELLER INTERNATIONAL reasonably believes knows the identity of the student to whom the education record relates; and
- 3.4 The Parties understand that PII from educational records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

4. METHOD OF DATA ACCESS OR TRANSFER

The requestor and its agents will establish specific safeguards to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

5. CONFIDENTIALITY

To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children’s Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment (“PPRA”).

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

6.1 With the exception of the terms and conditions of paragraph 11 to this Agreement and to the extent permitted under Texas law, HELEN KELLER INTERNATIONAL shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of HELEN KELLER INTERNATIONAL, its board members, officers, employees, or agents. HELEN KELLER INTERNATIONAL agrees to indemnify FWISD and hold FWISD harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of HELEN KELLER INTERNATIONAL, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.

7. ASSURANCES AND NOTIFICATIONS

7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall immediately notify the other Party.

7.2 HELEN KELLER INTERNATIONAL shall notify FWISD immediately if HELEN KELLER INTERNATIONAL determines or knows that PII has been improperly disclosed to HELEN KELLER INTERNATIONAL personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source.

7.3 HELEN KELLER INTERNATIONAL shall notify the FWISD immediately if HELEN KELLER INTERNATIONAL determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines that HELEN KELLER INTERNATIONAL has improperly disclosed PII that HELEN KELLER INTERNATIONAL obtained from FWISD. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

8. GENERAL CONDITIONS

8.1 To affect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:

8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received

pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform *each other* of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share student record information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).

- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this Agreement.
- 8.1.3. To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.
- 8.1.4. That personally identifiable information collected and shared is confidential. HELEN KELLER INTERNATIONAL will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of HELEN KELLER INTERNATIONAL shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
- 8.1.5. To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 8.1.6. HELEN KELLER INTERNATIONAL is not authorized to continue research using the data obtained under this Agreement upon the termination of this agreement. HELEN KELLER INTERNATIONAL will destroy all data obtained under this Agreement and amendments to it when no longer needed.
- 8.1.7. That Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but the HELEN KELLER INTERNATIONAL may only present, publish and use the data in an aggregated form, converted to De-identified Information, with no Personally Identifiable Information. HELEN KELLER INTERNATIONAL may share such information with the other Party’s partners who have executed a written confidentiality agreement with the other Party agreeing not to share or disseminate such information provided by

the other Party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with;

- 8.1.8. HELEN KELLER INTERNATIONAL agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results for FWISD's review, comment, and approval at least fourteen (14) days prior to submission of a manuscript, or abstract for publication, or the date of the presentation. Lack of response by FWISD to HELEN KELLER INTERNATIONAL by the proposed publication date will be considered approval of the publication as presented. If there are no changes to the data presented, only changes to the layout and design of the publication, then the fourteen (14) day approval is waived.
- 8.1.9. That HELEN KELLER INTERNATIONAL will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.
- 8.1.10. That HELEN KELLER INTERNATIONAL will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. Non-Personally Identifiable Information provided to HELEN KELLER INTERNATIONAL will only be used by HELEN KELLER INTERNATIONAL for purposes defined in this Agreement;
- 8.1.11. HELEN KELLER INTERNATIONAL will destroy or return all data files and hard copy records to FWISD that contain Personally Identifiable Information and purge any copies for such data from its computer system:
 - (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
 - (2) Within five (5) business days after Personally Identifiable Information is no longer needed for the purposes stated in this Agreement.
 - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.
- 8.2 HELEN KELLER INTERNATIONAL understands that this Agreement does not convey ownership of FWISD's data to HELEN KELLER INTERNATIONAL. Any and all data shared by FWISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of FWISD.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:
 - 8.3.1. Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement;
 - 8.3.2. The Parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

8.3.3. The Parties will protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

9. FINANCIAL ARRANGEMENTS

9.1 No financial arrangement is contemplated regarding any sharing of data under this Agreement, if any.

10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Michael Steinert
Title: Assistant Superintendent
Address: 100 N University Dr., Suite NE 223
Fort Worth, TX 76107
Email: michael.steinert@fwisd.org

HELEN KELLER INTERNATIONAL:

Name: Nick Kourgialis
Title: VP, Eye Health
Address: 1 Dag Hammarskjold Plaza
New York, NY 10017
Email: nkourgialis@hki.org

11. RIGHT TO AUDIT

The District through its employees or agents, shall have the right to audit HELEN KELLER INTERNATIONAL's compliance with this Agreement. The District shall give HELEN KELLER INTERNATIONAL five (5) business days' notice of its intent to audit HELEN KELLER INTERNATIONAL's compliance. HELEN KELLER INTERNATIONAL shall cooperate fully with such audit.

12. MISCELLANEOUS TERMS

12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

12.2 Neither the District nor HELEN KELLER INTERNATIONAL shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

12.3 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.

12.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

- 12.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 12.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 12.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 12.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 12.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 12.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 12.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
- 12.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between HELEN KELLER INTERNATIONAL and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 12.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 12.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 12.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.
- 12.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 12.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

[SIGNATURE PAGE FOLLOWS]

13. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and HELEN KELLER INTERNATIONAL signify that each Party understands and will comply with the conditions stated above.

Helen Keller International

Fort Worth Independent School District

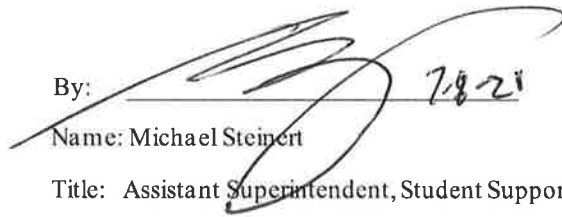


By: _____

Name: Nick Kourgialis

Title: VP, Eye Health

Date: 6/7/2021



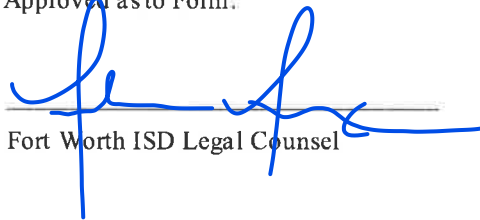
By: _____ 7/8/21

Name: Michael Steinert

Title: Assistant Superintendent, Student Support Services

Date:

Approved as to Form:



Fort Worth ISD Legal Counsel

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH A
SOFTWARE LICENSE-CHILDREN’S CLASSROOM TOOL PROVIDER**

BACKGROUND:

The software license-children’s classroom tool is used by over 10 million teachers, students, and family members every month across more than 75% of schools in the United States. The mission is to create an environment where students are inspired to be their best. The District platform encourages creativity and feedback that makes students excited to learn. It is vital that school districts actively search for remote learning solutions. This classroom tool enables meaningful learning from anywhere, for every student. This agreement shall be effective commencing September 1, 2021 and end on August 31, 2021.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding for Software License-Children’s Classroom Tool Provider
2. Decline to Approve Memorandum of Understanding for Software License-Children’s Classroom Tool Provider
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding for Software License-Children’s Classroom Tool Provider

FUNDING SOURCE:

Additional Details

General Fund

199-11-6399-074-XXX-34-143-000000

COST:

\$48,500

VENDOR:

Seesaw

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas Contract 18-09. 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:

Harlean Beal Elementary	Benbrook Elementary	Bonnie Brae Elementary
E.J. Briscoe Elementary	Burton Hill Elementary	Carter Park Elementary
Cesar Chavez Elementary	George C. Clark Elementary	Lily B. Clayton Elementary
The Leadership Academy at Como Elementary	Alice Contreras Elementary	E.M. Daggett Elementary
Clifford Davis Elementary	DeZavala Elementary	Diamond-Hill Elementary
S.S. Dillow Elementary	East Handley Elementary	Eastern Hills Elementary
B.J. Elliott Elementary	Glen Park Elementary	W.M. Green Elementary
Greenbriar Elementary	Helbing Elementary	Natha Howell Elementary
Hubbard Heights Elementary	Dolores Huerta Elementary	Manuel Jara Elementary
Kirkpatrick Elementary	The Leadership Academy at Maude Logan Elementary	Lowery Road Elementary
Atwood McDonald Elementary	D. McRae Elementary	Meadowbrook Elementary
Rufino Mendoza Elementary	Luella Merrett Elementary	The Leadership Academy at Mitchell Boulevard Elementary
M.H. Moore Elementary	Morningside Elementary	C. C. Moss Elementary
Charles Nash Elementary	Oakhurst Elementary	Oaklawn Elementary

North Hi Mount Elementary	A.M. Pate Elementary	Carroll Peak Elementary
Overton Park Elementary	Hazel H. Peace Elementary	M.L. Phillips Elementary
Ridglea Hills Elementary	Riverside Applied Learning Center	Sam Rosen Elementary
Sagamore Hill Elementary	David .K. Sellars Elementary	Seminary Hills Elementary
Bruce Shulkey Elementary	T.A. Sims Elementary	South Hi Mount Elementary
South Hills Elementary	Springdale Elementary	J.T. Stevens Elementary
Sunrise-McMillan Elementary	Tanglewood Elementary	W.J. Turner Elementary
Van Zandt-Guinn Elementary	Maudrie Walton Elementary	Washington Heights Elementary
Waverly Park Elementary	West Handley Elementary	Westcliff Elementary
Westcreek Elementary	Western Hill Primary Elementary	Westpark Elementary
The Leadership Academy at John T. White	Versia Williams Elementary	Richard J. Wilson Elementary
Woodway Elementary	Worth Heights Elementary	

RATIONALE:

Seesaw is used by teachers primarily as a place for students to share their work, and specifically encourage individual reflection and peer feedback. This platform is also used to communicate with families as a way to extend the learning at home.

INFORMATION SOURCE:

Jerry Moore



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Bill To Name Fort Worth Independent School District
Created Date 7/28/2021
Expiration Date 8/13/2021
Quote Number 00036564

Please send any billing questions to accounting@seesaw.me

Contract Summary

Contract Start Date 9/1/2021 Contract End Date 8/31/2022
of Students 10,000.00 Contract Notes 20% volume discount included -- \$4.40 per student
Grand Total USD 48,500.00

Invoice sent upon signature, due before September 30th, 2021

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	10,000.00	USD 5.50	USD 55,000.00	9/1/2021
Volume Discount (10,000 - 19,999)	10,000.00	USD -1.10	USD -11,000.00	9/1/2021
Setup Fee	1.00	USD 4,500.00	USD 4,500.00	9/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Olajinka Ojo
Title: Director of Early Learning

Email: olajinka.ojo@fmisd.org
Phone: (817) 814-2450

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: _____
Title: _____

Email: _____
Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____
Title: _____

Email: _____
Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: _____
Title: _____

265
Email: _____
Phone: _____



School Address

Address: _____

City: _____

State: _____

Zip / Post Code: _____

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: _____

Title: _____

Email: _____

PO Number (if required): _____

Accepted By: _____

**Memorandum of Understanding
Seesaw Learning
AND
Fort Worth Independent School District**

SECTION 1 PARTIES TO GRANT:

- 1.1 This Memorandum of Understanding is made and entered into and between Seesaw Learning 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 FWISD). Seesaw Learning and the district may be collectively referred to as "Parties" or individually as "Party". The Parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD:

- 2.1 The period for performance of this Agreement shall be effective commencing September 1, 2021 and shall terminate August 31, 2022, unless sooner terminated pursuant to the terms of this agreement. This agreement may be renewed for up to two (2) additional one (1) year terms by the mutual written agreement of both Parties.

SECTION 3 PURPOSE/FUNDING:

- 3.1 **PURPOSE:** The purpose of this Agreement is to: (1) support the research-based framework designed by The State Center for Early Childhood Development; (2) improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers; and (3) ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** FWISD will pay \$48,500.00 for teacher accounts on 10,000+ prekindergarten and kindergarten students.

SECTION 4 RESPONSIBILITIES:

- 4.1 **FWISD agrees to:**
- 4.1 a Prekindergarten and Kindergarten teachers will use online platform to create student instructional activities.
- 4.1 b Share data with Party as it pertains to the scope of work
- 4.1 c Ensure partnership staff complete or assist in completing required assessments, screenings and/or other required items for children and families.

4.2 **Seesaw** agrees to:

- 4.2 a Provide licensing for all FWISD Prekindergarten and Kindergarten teachers.
- 4.2 b Provide technical support to teachers.
- 4.2 c Provide professional development to teachers.
- 4.2 d Sharing of data obtained with FWISD.

SECTION 5 EQUIPMENT TRANSFER AND ACCOUNTABILITY:

- 5.1 Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 6 LIABILITY AND INDEMNIFICATION:

- 6.1 Notwithstanding any other provisions of this Agreement, it is understood and agreed by the parties hereto that Seesaw obligations under this agreement are contingent upon actual receipt of adequate funds to meet obligations hereunder.
- 6.2 It is expressly agreed and stipulated that Seesaw is entering into Agreement with FWISD and that Seesaw agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

SECTION 7 TERMINATION:

- 7.1 Either Party may terminate this Agreement upon thirty (30) day written notice to the other Party.
- 7.2 This Agreement may also be terminated at any time upon mutual agreement of the Parties.

SECTION 8 NON-ASSIGNMENT AND SUBCONTRACTING:

- 8.1 This Agreement is not assignable. Neither Party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this Agreement without the written consent of the other party.

SECTION 9 ORAL AND WRITTEN AGREEMENTS:

- 9.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.

9.2 Any alterations, additions or deletions in the terms of this Agreement shall not be binding unless made by written amendment executed by both parties.



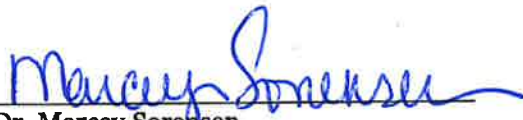
Megan Bradley
Seesaw Learning

8/5/2021
Date

AA
8/12/2021

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District

Date



Dr. Marcey Sorensen
Assistant Superintendent, Teaching and Learning
Fort Worth Independent School District

8/9/21
Date

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

**TOPIC: APPROVE RESOLUTION GRANTING WITHDRAWAL EXEMPTIONS
FOR GOLD SEAL PROGRAM AND SCHOOL OF CHOICE STUDENTS**

BACKGROUND:

According to Board Policy FDA(LOCAL), a student who withdraws from a Gold Seal Program or School of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus except under certain circumstances. Fort Worth Independent School District (FWISD) understands certain students who are currently enrolled in a Gold Seal Program or School of Choice may need to withdraw from FWISD for the first semester of the 2021-2022 school year due to COVID-19 health related concerns.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Resolution Granting Withdrawal Exemptions for Gold Seal Program and School of Choice Students
2. Decline to Approve Resolution Granting Withdrawal Exemptions for Gold Seal Program and School of Choice Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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

Gold Seal Programs and Schools of Choice

RATIONALE:

To provide families with the flexibility to withdraw for the first semester due to COVID-19 health related concerns and allow students to return to their Gold Seal Program or School of Choice on the 1st of instruction during the second semester of the 2021-2022 school year.

INFORMATION SOURCE:

David Saenz

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT GRANTING WITHDRAWAL EXEMPTIONS FOR GOLD SEAL PROGRAM AND SCHOOL OF CHOICE STUDENTS

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency regarding COVID-19; and

WHEREAS, the Board recognizes that despite the availability of a vaccine, COVID-19 continues to be an uncontained emergency of urgent public necessity; and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and the community are prepared to the fullest extent possible to protect the health and safety of students, staff, and the community in light of COVID-19; and

WHEREAS, according to Board Policy FDA (Local), a student who withdraws from a Gold Seal Program or School of Choice in which he or she is enrolled shall not be permitted to remain enrolled at the campus except under certain circumstances; and

WHEREAS, certain students who are currently enrolled in a Gold Seal Program or School of Choice may need to withdraw from Fort Worth ISD for the first semester due to COVID-19 health related concerns; and

WHEREAS, the Board desires to have those certain student be able to return to their Gold Seal Program or School of Choice within the first semester of the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes the Gold Seal Program / School of Choice Withdrawal Policy Exemption for applicable students who withdraw from the Fort Worth Independent School District based on COVID Health-Related Concerns and who are currently enrolled in a Gold Seal Program or School of Choice for the first semester of the 2021-2022 school year.

The Authority granted by this resolution is provided until the end of the first semester of the 2021-2022 school year unless the Board acts to authorize a longer duration.

Adopted on this this 24th day of August, 2021 by the Fort Worth ISD Board of Trustees.

By:

Tobi Jackson
School Board President
Fort Worth Independent School District

ATTEST:

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

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **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**

BACKGROUND:

Currently, the Career and Technical Education’s Health Science Technology program of study offers Emergency Medical Response and Emergency Medical Technician certifications opportunities at O.D. Wyatt High School, North Side High School, Eastern Hills High School, and Trimble Tech High School. As a result, an affiliation agreement must be in place to guide students’ in these work-based learning opportunities.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

No Cost

COST:

No Cost

VENDOR:

MedStar Mobile Healthcare

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:

O.D. Wyatt High School	North Side High School
Eastern Hills High School	Trimble Technical High School
Career and Technical Education Department	

RATIONALE:

This partnership will allow students to develop healthcare medical skill sets that will enable them to obtain industry-based certifications in the healthcare industry. This industry partner is prepared to bridge the gap between academic knowledge and real-world application.

INFORMATION SOURCE:

David Saenz



EMS CLINICAL AFFILIATION AGREEMENT

This EMS Clinical Affiliation Agreement (“Agreement”) is made by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, (hereinafter “ISD”) and the Metropolitan Area EMS Authority dba MedStar Mobile Healthcare (hereinafter “MedStar”), effective on October 01, 2021 (“Effective Date”), ISD and MedStar may each be referred to as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

WHEREAS, ISD is an integrated public education system that includes high schools and from time to time contracts with other education service providers to facilitate the programs of the ISD; and;

WHEREAS, MedStar is a governmental agency created under the provisions of Section 773.051 of the Texas Health and Safety Code and the provisions of Chapter 791 of the Texas Government Code, and operates emergency medical services training programs; and

WHEREAS, ISD wishes to offer an Emergency Medical Technician Basic Training Program (“EMT Program”) that meets the requirements of the Texas Department of State Health Services (“DSHS”) through certain of its high schools, including required clinical experience (“Clinical”); and

WHEREAS, MedStar is willing to provide Clinicals in support of ISD’s EMT Program and has developed and maintains the operations, expertise, and resources necessary to host the Clinicals required for a DSHS approved EMT Program;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, ISD and MedStar hereby agree as follows:

ARTICLE 1. GENERAL DUTIES OF THE PARTIES

- 1.1 ISD will coordinate the EMT Program and perform administrative functions for each Student in the Program.
- 1.2 ISD and MedStar shall agree upon the number of Students to be placed in MedStar for clinical rotations within two (2) weeks of the beginning of each semester, subject to MedStar’s capacity. At least two (2) weeks prior to commencement of Clinicals, ISD will provide MedStar with the hours needs for Clinicals, including proposed days and hours, and shall provide names of Students and supervising faculty members.
- 1.3 ISD will designate a faculty member who will supervise students participating in Clinicals and be available for consultation at all. ISD will promptly review any complaints made against a Student and participate in joint resolution of problems, with patient safety and welfare as the primary concern. Student issues will be documented by MedStar and provided to the designated faculty member and/or other representative of ISD. MedStar, in its sole discretion, may require permanent withdrawal of any Student from MedStar Clinicals at any time for cause.
- 1.4 Students and faculty must comply with MedStar's substance abuse policies. At MedStar's request, ISD shall remove any Student or faculty member from Clinical if there is reasonable suspicion that the Student or faculty member has violated MedStar's substance abuse policies.



- 1.5 MedStar will coordinate sites and placement for Clinicals for EMT Program students in coordination with ISD and Provide meeting space for Students in the Program.
- 1.6 MedStar shall provide suitable clinical experience opportunities as prescribed by the ISD curriculum.
- 1.7 MedStar shall assist with clinical teaching and supervision of the agreed upon number of Students in the Program and, upon request by ISD, evaluate the performance of Students in their clinical experience using the form provided by ISD.
- 1.8 MedStar shall retain responsibility for patient care.
- 1.9 MedStar shall determine the manner in which its equipment shall be operated.
- 1.10 MedStar will provide all equipment needed for Clinicals to meet the DSHS requirements.
- 1.11 MedStar and ISD shall abide by all applicable State and Federal nondiscrimination laws. There shall be no unlawful discrimination in either the selection of students for participation in the EMT Program, or in any aspect of the EMT Program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in Clinicals.
- 1.12 To the extent allowed by law, ISD will provide MedStar written notice of any student's preexisting medical, physical, or previous injury that would prevent the student from performing any tasks related to Clinicals.
- 1.13 ISD must meet all DSHS course requirements, including certification of instructors and program faculty to teach the pre-requisite core curriculum and support the Program.
- 1.14 ISD will ensure each student has current immunizations, including: COVID-19, Influenza, Hepatitis B, MMR, TDAP, Varicella (or titer), and a Negative TB test, and provide MedStar proof upon request.
- 1.15 ISD shall verify that prior to commencing Clinicals that a background evaluation, including a criminal background history in all fifty (50) states, has been performed on each Student, and verify that there are no negative findings for each Student. For purposes of this Agreement, a criminal background history shall include any felony conviction(s), and all counties (in Texas and outside of Texas) in which the Student has been a resident or employee.
- 1.16 While at MedStar or participating in a clinical experience with MedStar, each Student and faculty member shall wear a name tag, badge, or other identification displaying the Student or faculty member's identity and the name of the ISD.
- 1.17 ISD shall ensure that Students meet all the requirements in Article 2 below.

Article 2. REQUIREMENTS FOR STUDENT PARTICIPATION IN CLINICALS

- 2.1 All students are required to follow MedStar policy and procedures.
- 2.2 ISD shall provide MedStar with proof of medical malpractice insurance in the amount of \$1,000,000.00 per incident and \$3,000,000.00 aggregate prior to any clinical training or internship, as per DSHS guidelines.
- 2.3 Students must abide by MedStar's patient care policies and guidelines; Information regarding MedStar's applicable policies and guidelines will be provided at Student orientation at MedStar.
- 2.4 Students must have been tested for tuberculosis within one (1) year of commencement of the Program and must be tested at least annually while participating in the Program and provide evidence of such testing and the results to MedStar prior to commencement of the Program or upon request of MedStar thereafter.
- 2.5 Students must have been instructed in Standard Precautions, as recommended, and defined by the Centers for Disease Control and Prevention (CDC),



- 2.6 Each Student must complete a Basic Life Support cardiopulmonary resuscitation course prior to beginning Clinicals at MedStar.
- 2.7 Students are required to successfully complete MedStar HIPAA training and submit all waivers and releases prior to scheduling clinical rotations with MedStar.

Article 3. GENERAL PROVISIONS

- 3.1 ISD acknowledges that the offering of a DSHS approved EMT Program is regulated by the Texas Health and Safety Code and related regulations and not by the Texas Education Code.
- 3.2 Students may be removed from Clinicals for any violation of MedStar policy & producers, rules, and/or regulations at MedStar’s sole discretion.
- 3.3 Independent Contractors. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create any relationship between the Parties, other than that of independent contractors. Neither MedStar nor its employees shall be considered the employee of ISD. Neither ISD nor its employees shall be considered the employee of MedStar. This Agreement shall not create the relationship of employer-employee, partnership, or joint venture. Neither Party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.
- 3.4 HIPAA Obligations. Both Parties acknowledge that they have obligations “under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA") and its implementing regulations, including 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164, subparts A and C ("Security Rule), and agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) and its implementing regulations, to the extent applicable.
- 3.5 Term. The term of this Agreement shall commence on the Effective Date and will continue thru September 30, 2024. This Agreement may be terminated for any or no reason, upon thirty (30) days written notice to the other Party.
- 3.6 Notices. All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the Party to be notified at the address set forth below (or at such other address as may be given by notice by a Party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the Party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

If to MedStar: MedStar Mobile Healthcare
Attn: Clinical Practice Coordinator
2900 Alta Mere Drive
Fort Worth, TX 76116

With copy to: MedStar Mobile Healthcare
Attn: General Counsel
2900 Alta Mere Drive
Fort Worth, TX 76116



Compliance@medstar911.org

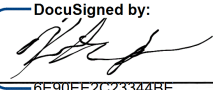
If to ISD: Fort Worth Independent School District
Attn: David Saenz
1050 Bridgewood Drive
Fort Worth, TX 76112

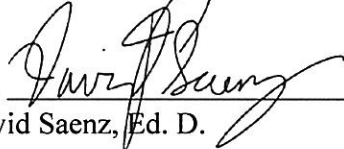
- 3.7 General Indemnity.** To the extent allowed by the Texas Constitution and the laws of the State of Texas and without waiver of any immunity or defense, each Party shall defend, indemnify, and hold harmless the other Party and its officers, directors, shareholders, partners, employees, agents from any and all threatened or actual claims, proceedings, losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs sustained or incurred by or asserted against the other (i) arising from a breach of this Agreement in any material respect by the Party, or (ii) the Party's own conduct in connection with the performance of this Agreement that constitutes gross negligence, fraud, willful misconduct or a knowing violation of law. Nothing in this provision shall waive any other defense or immunity available to the Parties.
- 3.8 Amendment.** This Agreement may be amended only by written agreement of both Parties.
- 3.9 Assignment.** Neither Party may assign or transfer this Agreement, or any portion thereof, without prior written consent of the other Party. Any assignment or transfer of this Agreement or any portion thereof without such written consent will be void.
- 3.10 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended, or modified except by a written document executed by both parties.
- 3.11 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The venue of any litigation arising from this Agreement will be in the United States District Courts, Fort Worth Division of the Northern District of Texas if the litigation arises in Federal Court or in the District Courts of Tarrant County, Texas if the litigation arises in State Court. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.
- 3.12 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, or any similar cause beyond the reasonable control of the Parties.
- 3.13 Subject Headings.** The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
- 3.14 Severability.** Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.



MedStar Mobile Healthcare

Fort Worth Independent School District

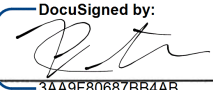
DocuSigned by:
By: 
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Kenneth J. Simpson
Interim Chief Executive Officer

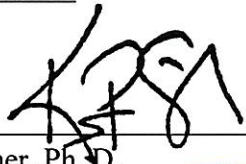
By: 
David Saenz, Ed. D.
Chief Innovation Officer

DR

Date: 7/23/2021

Date: 07/22/2021

DocuSigned by:
By: 
3AA9F80687BB4AB...
Veer D. Vithalani, M.D.
Medical Director, Chief Medical Officer

By: 
Kent P. Scribner, Ph.D.
Superintendent of Schools

Date: 7/23/2021

Date: 7.22.21

Approved As to Form.
By: 
Alexander Athanason, Attorney for FWISD

Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE TRANSITION PROGRAM PARTICIPATION**

BACKGROUND:

The Fort Worth Independent School District (FWISD) is committed to preparing all students for success in college, career or community leadership, including students with special needs. This vendor’s transition program assists students with disabilities to successfully transition from school to work by developing and supporting competitive employment opportunities. The period of performance for RFP 17-095 is through June 30, 2018 with the option to extend for five (5) years in (1) one-year increments. This is the fourth (4th) year of the agreement and it will expire on June 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Transition Program Participation
2. Decline to Approve Transition Program Participation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Transition Program Participation

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-035-23-513-000000-22F13

COST:

\$40,000

VENDOR:

Marriott Foundation for People with Disabilities (Bridges from School to Work)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-095

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

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

RATIONALE:

The FWISD is committed to preparing all students for success in college, career or community leadership, including students with special needs. Bridges is a school-to-work transition program that facilitates competitive employment for students with disabilities enrolled in Grade 12.

INFORMATION SOURCE:

Jerry Moore

**Memorandum of Understanding
Fort Worth Independent School District and
Marriott Foundation for People with Disabilities and
BRIDGES FROM SCHOOL TO WORK
-- DFW OFFICE--**

This Memorandum of Understanding ("MOU") outlines a collaboration between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district ("FWISD") and the Marriott Foundation for People with Disabilities ("MFPD"). FWISD and MFPD may be collectively referred to as the "Parties" or individually as a "Party". The purpose of the MOU is to establish and maintain a successful Bridges from School to Work program in FWISD. Bridges is a school-to-work transition program that provides recruitment, intake, assessment, enrollment, job readiness instruction, job search, job development, job placement, and job retention services to young adults who receive special education services.

The Bridges pilot project will be administered jointly by FWISD and MFPD in coordination with FWISD's school-to-work transition efforts. This MOU shall be effective August 25, 2021, and shall continue in effect until June 30, 2022, unless canceled by either Party as outlined in Section VI.

I. Background and Need for Cooperation

The MFPD was established in 1989 to enhance employment opportunities for youth with disabilities through its transition programs Bridges FROM SCHOOL TO WORK and Bridges. Bridges assists students with disabilities as they successfully transition from school to work by developing and supporting competitively paid employment with local businesses during their last year in high school. Using a comprehensive package of outreach, education, job matching, and appropriate supports, the program works toward ensuring a successful employer/employee relationship for all involved. The mission of the program is to transform the lives of young adults with disabilities through the power of a job.

Bridges distinguishes itself from other transition programs in that it provides an additional focus on opportunities for employment, growth, and advancement beyond the initial placement in an entry-level job. Over the course of a 12-18-month period, its mission is to launch young people with disabilities on a path that includes ongoing vocational development leading to increases in wages, hours worked, and job responsibilities.

Piloted in Montgomery County, MD in the fall of 1989, Bridges has since expanded to other major metropolitan areas including Atlanta, Baltimore, Chicago, Dallas, Los Angeles, Oakland, Philadelphia, San Francisco, and Washington, DC. Research indicates that transition programs for youth are most successful when partnerships are developed to include the local school system, business communities, and state vocational rehabilitation agencies. The goal of this MOU is to contribute to a successful effort in Fort Worth by outlining the roles and responsibilities of the involved Parties.

II. Responsibilities and Commitments

Each Party to this MOU has resources and/or areas of expertise critical to the program's overall success. The commitments of each Party in this regard are outlined below:

A. The MFPD and its staff will:

1. Coordinate with FWISD and provide guidance on all components of the Bridges model at designated high schools.
2. Consistent with FWISD goals, promote/market the program to students, teachers, and other personnel who can identify and refer students for enrollment in the program.
3. Attend and participate in FWISD school-based meetings, including IEPs, Special Education Departmental meetings, and other gatherings as needed.
4. Offer the Marriott name and presence to program efforts in general, and to efforts relative to outreach to the business community in particular.
5. Recruit, employ, train, and supervise Bridges staff.
6. Create and support linkages with FWISD, schools, employers, youth and their families, vocational rehabilitation agencies, and others for the purpose of meeting program objectives.
7. Work closely with FWISD, and as guided by school-based Special Education personnel, interview and assess students for enrollment in the Bridges program.
8. Provide administrative support for the program, including creating and maintaining student case files, both in hard copy and electronic formats. Student records will contain detailed documentation about interventions and outcomes as they relate to the pursuit of employment, job placement, job completion, job advancement, etc.
9. Compile, analyze and report data relative to all program activity as a basis for measuring success, including wage rates, job performance, hours worked, job advancement, employment tenure, disability classifications, etc.
10. Assign Bridges staff to visit the individual schools on a regular basis and provide in-service workshops, observe classes, and spend time in the classroom with teachers and students. One-on-one and group workshops could include instruction on effective interviewing; completing job applications; demonstrating appropriate workplace behaviors; serving customers; understanding the importance of attendance and punctuality; adhering to work schedules; following policies and procedures; using public transportation; and dressing for success.
11. Use the Bridges processes to establish and support positive employment matches, using both current and new employer contacts.
12. Assist employers with coaching and counseling Bridges students when work-based issues arise; assist with acclimating and orienting students to their new jobs; visit job sites to reinforce employer expectations; visit job sites to retrain students on job readiness/retention concepts taught at school; support employers in their efforts to help students retain their jobs; and encourage students to succeed in their jobs.
13. Work toward a goal of enrolling at least forty (40) students; placing at least thirty-two (32) into competitive, unsubsidized employment; helping at least twenty-four (24) to complete ninety (90) days of employment; and assisting at least twenty (20) with completing one hundred eighty (180) days of employment. Bridges will also monitor increases in wages, hours, responsibility, achievement of certification, and /or supporting their pursuit of post-secondary education or training.
14. Provide appropriate, needs-based, ongoing follow-up, and monitoring for up to twelve (12) months post-placement, as funding allows, in accordance with the following:
 - a. Ongoing support for twelve (12) months after job placement will include regular follow-up and monitoring (in-person, via phone, and email) with the employer and the school-based personnel.
 - b. The Bridges Employer Representative and school-based faculty will handle on a case-by-case basis the appropriate intervention for students who quit or are fired

from a job. For those students who fail to complete 90-days of employment but are in a position to be placed in a subsequent job that could lead to ninety (90) days of continuous employment, their length of employment will be considered continuous if one month or less elapses between loss of the first job and placement in the subsequent job.

15. Collaborate with all parties to maintain/develop local funding and other resources to support the ongoing operation and/or growth of the program.

B. The FWISD and Special Education transition staff will:

1. Work with MFPD staff to ensure the effective implementation of Bridges in coordination with and support of their current transition processes and objectives, including the following:
 - a. Each academic year, identify and refer at least forty (40) qualified prospective Bridges participants who optimally:
 - i. are students with a disability and an I.E.P;
 - ii. are in their last year of high school;
 - iii. are 17-21 years of age;
 - iv. desire to participate in the program; and
 - v. Commit to successful employment and conscientious program participation.
 - b. Facilitate linkages between project staff, parents, and other appropriate supports for the Bridges participant, including Vocational Rehabilitation, social workers, caseworkers, and school counselors.
 - c. Assist with coordination of academic requirements and schedules with Bridges work schedules and interviews.
 - d. Provide, as needed, access to IEPs and other academic records, including reading and computation levels, disability diagnoses, vocational assessments, transition plans, etc., to assist with a successful Bridges intervention.
 - e. Assist Bridges staff in supporting a successful employment experience (including team-based coaching and counseling to promote job retention and vocational success and assisting with garnering parental support and authorizations).
 - f. Encourage Bridges staff to participate fully in the school's activities.
 - g. Collaborate with all parties in developing local funding and other resources to support the ongoing operation and/or growth of the program, including supplying letters of support, attending bidders' conferences, etc.

C. Funding

1. The Fort Worth Independent School District will contribute \$40,000 toward this project, in accordance with the following payment schedule:
 - a. Four (4) quarterly payments of \$10,000, to be billed mid-month in September of 2021, December of 2021, February of 2022, and May of 2022, for a total of \$40,000.
2. To ensure an adequate pool of referrals, and to increase the likelihood of success, FWISD faculty and staff will identify and refer at least forty (40) qualified students who meet the criteria listed in this document. Twenty (20) referrals should occur by September 15th, and twenty (20) more by December 15th.

3. The actual cost to operate Bridges in the pilot project is estimated at \$200,000. MFPD, in collaboration with FWISD, will seek to secure funds from other public and or private sources to meet the actual cost.
4. Funding Out Clause: If the Fort Worth Independent School District is unable to provide funding in any given year, the District may exercise its option to cancel the contract as outlined in Section VI, of this MOU.

D. Record Keeping

1. All Parties to this MOU will develop a mutual understanding of the records to be maintained by each Party. Each Party will perform its record-keeping and distribution function in a timely and accurate manner.
2. The MFPD maintains a comprehensive Web-based case management system that retains information associated with each student, including assessment, enrollment, placement, and intervention. This case management system is capable of generating reports that can assist with data collection and analysis that help track and measure programmatic outcomes. Data shared under this MOU will be stored in accordance with the Data Sharing Agreement and Process, attached as Exhibit A, and hereby incorporated in this MOU.

E. Confidentiality

All Parties in accordance with applicable laws and regulations will maintain the confidentiality of all student information. All required releases will be signed at the time of referral to the program, and prior to implementation of any services.

F. Modification and Cancellation

This MOU may be modified, canceled, and/or renewed at any time by mutual agreement of the Parties. Modifications or renewals must be distributed to all Parties and attached to this original MOU. Cancellation of this MOU will occur thirty (30) days after written notice from any Party to this MOU, to all other Parties, expressing intent to cancel. Payment will be made for all outcome benchmarks reached on the date the cancellation takes effect.

G. Governing Law and Venue

The MOU and all of the rights and obligations of the Parties hereto and all of the terms and conditions thereof shall be construed, interpreted, applied with, governed by, and enforced under the laws of the State of Texas and the Parties agree that venue shall be in Tarrant County, Texas.

[Signature Page Follows]

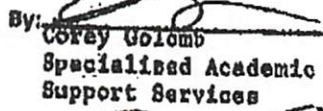
H. Signatures

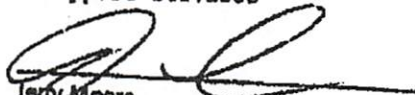
Bridges from School to Work

By:  Title: Executive Director Date: 3/21/21
7/13/21

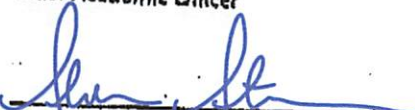
Fort Worth Independent School District

By:  Title: Director, SPED Date: 4.29.21

By:  Title: Assistant Superintendent Date: 5/21/21
Specialized Academic Support Services


Jerry Moore
Chief Academic Officer

Dr. Kent Scribner
Superintendent of Schools


Alexander Athanason
Attorney

Tobi Jackson
School Board President
Fort Worth Independent School District

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 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 intensively focus on the objective to improve student outcomes. The Board will self-evaluate its performance every three (3) months to 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

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: 06/22/2021		Quarter: 3
Framework	Three Quarters Ago	Two Quarters Ago	One Quarter Ago	Current Quarter	Next Quarter	Total Possible Points
Vision 1	0	12	12	12	15	15
Vision 2	0	4	12	12	15	15
Vision 3	0	3	3	3	9	10
Vision 4	0	4	4	4	5	5
Accountability 1	0	12	12	15	15	15
Accountability 2	2	2	2	2	4	5
Structure	0	4	12	12	15	15
Advocacy	3	1	1	3	3	10
Unity	3	9	9	9	10	10
TOTAL SCORE	8	51	67	72	91	100

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate			
Board Member Signatures:	% Student Outcome Minutes	Vote Count For	Vote Count Against
		55%	

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.

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE LONE STAR GOVERNANCE MONITORING CALENDAR FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one (1) primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Lone Star Governance Monitoring Calendar for the 2021-2022 School Year
2. Decline to Approve Lone Star Governance Monitoring Calendar for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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 Independent School Schools, Departments, and Communities

RATIONALE:

Approval of the Board Monitoring Calendar will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework.

INFORMATION SOURCE:

Fort Worth Independent School District Board of Trustees
Kent Scribner
Karen Molinar

BOARD OF EDUCATION

2021-2022 Meeting/Workshop Schedule



Date	Type		Progress Monitoring (Pending)
August 10, 2021	Workshop (as needed)	August	Superintendent Annual
August 24, 2021	Regular Meeting		
September 14, 2021	Workshop (as needed)	September	Constraints Board Quarterly/Summative Progress Human Capital Management
September 28, 2021	Regular Meeting		
October 12, 2021	Workshop (as needed)	October	Goal 1 Operations & SEL
October 26, 2021	Regular Meeting		
November 9, 2021	Regular Meeting	November & December	Goal 2 Board Quarterly/Formative Progress Parent Partnership/FWAS (Nov.) Athletics/Fine Arts/JROTC
December 14, 2021	Regular Meeting		
January 11, 2022	Workshop (as needed)	January	Goal 3 and TAPR Report Equity & Excellence and Bilingual
January 25, 2022	Regular Meeting		
February 8, 2022	Workshop (as needed)	February	Goal 1 and Goal 2 Human Capital Management
February 22, 2022	Regular Meeting		
March 8, 2022	Workshop (as needed)	March	Goal 3 Board Quarterly/Formative Progress Special Education & Technology
March 22, 2022	Regular Meeting		
April 12, 2022	Workshop (as needed)	April	Goals 1-3 Superintendent Formative (Current Year) Summer School Rollout
April 26, 2022	Regular Meeting		
May 10, 2022	Workshop (as needed)	May	Constraints Budget Presentation
May 24, 2022	Regular Meeting		
June 14, 2022	Workshop (as needed)	June	Goal 1 and Goal 2 Board Quarterly/Formative Progress Budget Presentation
June 28, 2022	Regular Meeting		
July 26, 2022	Regular Meeting	July	Goal 3

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: APPROVE FORT WORTH INDEPENDENT SCHOOL
DISTRICT BOARD OF EDUCATION COMMITTEES FOR THE 2021-
2022 AND 2022-2023 SCHOOL YEARS**

BACKGROUND:

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board [[BDB\(LOCAL\)](#)].

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fort Worth Independent School District Board of Education Committees for the 2021-2022 and 2022-2023 School Years
2. Decline to Approve Fort Worth Independent School District Board of Education Committees for the 2021-2022 and 2022-2023 School Years
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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

Fort Worth Independent School District Board of Trustees

RATIONALE:

The committees enable board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings; therefore, improving the quality of board decision making. In-depth committee work builds governing expertise among board members and strengthens their sense of ownership and commitment to student outcomes.

INFORMATION SOURCE:

Tobi Jackson

BOARD OF EDUCATION

2021–2022 Committees



Fort Worth
INDEPENDENT SCHOOL DISTRICT

★ Committee Chair

A - Alternate Committee Member

Committee	Board Trustee Membership	Meeting Dates TBA
After School Coordinating Board	Quinton “Q” Phillips Daphne Brookins	
Board Audit	Anael Luebanos★ Anne Darr Dr. Michael Ryan	
Board Policy	Jacinto Ramos Jr ★ Carin “CJ” Evans Quinton “Q” Phillips Dr. Michael Ryan	
Facilities Master Plan & Athletics	Dr. Michael Ryan ★ Tobi Jackson Carin “CJ” Evans Anael Luebanos Roxanne Martinez Daphne Brookins	
Racial and Ethnic Equity	Quinton “Q” Phillips★ Anne Darr Anael Luebanos Roxanne Martinez	
Safety & Security Advisory Committee	Tobi Jackson★ Roxanne Martinez Dr. Michael Ryan	

NOTE: Board Audit Committee must be voted on by the FWISD Board of Trustees and selects its chair from within the Committee.

Updated 11/16/2020- working draft 7/9/2021

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE 2021-2022 FORT WORTH INDEPENDENT SCHOOL DISTRICT COMPENSATION MANUAL**

BACKGROUND:

The Fort Worth ISD Compensation Manual serves as a guide to administer salaries and other compensation in an equitable manner and to assist the District in the recruitment and retention of its employees. The Compensation Manual is a working document that is normally updated throughout the school year as changes become necessary due to deletion, modification, and additions to job types and/or for other compensation-related reasons. After Board approval, the 2021-2022 Compensation Manual will be available to review on the Fort Worth ISD website. Attached is an executive summary outlining the changes and a draft of the Compensation Manual.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve 2021-2022 Fort Worth Independent School District Compensation Manual
2. Decline to Approve 2021-2022 Fort Worth Independent School District Compensation Manual
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2021-2022 Fort Worth Independent School District Compensation Manual

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

Human Capital Management, Compensation, and Employee Records

RATIONALE:

A Compensation Manual is required for the effective and efficient administration of salaries, extra duty pay, and stipends. It also serves as a valuable resource for employees to better understand how compensation is calculated and/or determined.

INFORMATION SOURCE:

Karen Molinar



Fort Worth
INDEPENDENT SCHOOL DISTRICT

2021 – 2022
DRAFT
COMPENSATION
MANUAL

Fort Worth Independent School District
Business and Finance Division
100 N. University Drive
Fort Worth, TX 76107
(817) 871-2000
www.fwisd.org

AN EQUAL OPPORTUNITY EMPLOYER

The Board of Education adopts a new compensation plan each year. ***Salary increases are not given automatically.***

Neither past *nor* future salaries can be accurately calculated or predicted from information in this manual. ***Only salaries for the ~~2020--2021~~ 2021 - 2022 school year may be obtained from the information in this manual.***

The Compensation and/or Payroll departments shall determine final calculations of all salaries, ***regardless of possible typographical errors contained in this manual.***

The Board of Education, the Superintendent, and/or designee ***retain the right to adjust salaries anytime during the fiscal year.***

The contents of this manual will be updated throughout the year as needed due to jobs being added, changed and/or deleted. Updates will also be made to correct for any typographical errors.

For further clarification or information, please contact the Compensation Department at (817) 814-2080, or the Payroll Department at (817) 814-2180.



Compensation Department

The Compensation Department is committed to excellence when providing salary information, relative to pay, to employees of the Fort Worth Independent School District. This information should not be construed as a remedy to correct pay disparities on a retroactive basis.

Contact Information

Mailing Address

Fort Worth ISD
Compensation Department
100 North University Drive, Ste. NE 90
Fort Worth, TX 76107

Compensation Office Hours

8:00am – 5:00pm
Monday - Friday
Except holidays, Spring/Winter breaks

Compensation Staff

Employee Alpha A – L:

Vanessa Camarena, Compensation Assistant, (817) 814-2082

Email: vanessa.camarena@fwisd.org

Data Entry, Audits, Salary Adjustments

Employee Alpha M – Z:

Domingo Garcia, Compensation Assistant, (817) 814-2083

Email: domingo.garcia@fwisd.org

Data Entry, Audits, Salary Adjustments

Brenda Deleon, Director, Compensation & Employee Records, (817) 814-2087

Email: brenda.deleon@fwisd.org

Charla Warren, Manager, Compensation, (817) 814-2088

Email: charla.warren@fwisd.org

John Winchell, Compensation Analyst, (817) 814-2084

Email: john.winchell@fwisd.org

Lanette Jones, Compensation Specialist, (817) 814-2086

Email: lanette.jones@fwisd.org

Patricia Olivas, Compensation Specialist, (817) 814-2081

Email: patricia.olivas@fwisd.org

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Notice of Non-Discrimination

The Fort Worth Independent School District does not discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, age, gender identity and expression, or military/veteran status in its programs and activities. The following persons are designated to handle inquiries regarding the non-discrimination policies:

Title IX Coordinator
Kevin Greene
Director, Title IX
100 N. University Drive
Fort Worth, TX 76107
(817) 814-2790

ADA/Section 504 Coordinator
Patricia Sutton
Director, Special Programs
100 N. University Drive
Fort Worth, TX 76107
(817) 814-2458

Title VII Coordinator
Cynthia Rincon
Chief, Legal Services
100 N. University Drive
Fort Worth, TX 76107
(817) 814-2721



BOARD OF TRUSTEES



Jacinto Ramos, Jr.
District 1

Tobi Jackson
President
District 2

Quinton 'Q' Phillips
1st Vice President
District 3

Daphne Brookins
2nd Vice President
District 4

Carin 'CJ' Evans
Board Secretary
District 5

Anne Darr
District 6

Dr. Michael Ryan
District 7

Anael Luebanos
District 8

Roxanne Martinez
District 9

From their founding in 1882, the public schools were operated by the Fort Worth city government. In 1925, however, the Texas Legislature removed the city's authority and created the Fort Worth Independent School District, as we know it today, to manage and operate the schools.

The Fort Worth Independent School District is controlled locally through a Board of Education Trustees elected by voters within each district. Nine Trustees serve as single-member district representatives. All Trustees serve four-year terms without pay. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Regular board meetings are open to the public. Meetings are televised live on Spectrum Cable Channel 192, [the Fort Worth ISD Live channel on YouTube AT&T U-Verse 99](#), and via live streaming video on the District website's Board Meeting Videos <https://www.fwisd.org/Page/441>. Minutes may be reviewed ~~in the Superintendent's office in the administration building, 100 N. University Drive~~ [online](#). For additional information, please contact the Office of the Board of Education, (817) 814-1920.

SUPERINTENDENT'S LEADERSHIP TEAM



Kent P. Scribner, Ph.D.
Superintendent

Sherry Breed
Chief of Equity & Excellence

Vicki Burris
Chief of Capital Improvement Program

Art Cavazos Vacant
Chief of District Operations

Barbara Griffith
Sr. Communications Officer

Karen Molinar
Deputy Superintendent

Jerry Moore
Chief Academic Officer

Raul Pena
Chief of Student & School Support

Cynthia Rincon
Chief of Legal Services

Michael Ball
Chief Financial Officer

Marlon Shears
Chief Information Technology Officer

David Saenz
Chief Innovation Officer

Kermit Spears Vacant
Chief Talent Officer

Cherie Washington
Chief of Student & School Support

Section I

Compensation Guidelines

DRAFT

Compensation Philosophy

Each year the Compensation Department develops and recommends a pay system for all District personnel to the Superintendent, who shall present the pay system to the Board of Education for adoption. The pay system shall be designed to provide appropriate pay for the assessed worth of individual jobs. The system shall be administered with the intention that employee pay will:

- Stay competitive with appropriate labor markets so that the District may attract and retain qualified personnel;
- Reflect the levels of skill, effort, and responsibility required for different jobs;
- Reward continued length of service to the District;
- Remain fiscally controlled and cost effective;
- Comply with all federal, state, and local laws, and Board of Education policies;
- Encourage outstanding individual and team performance.

Pay Structures & Pay Ranges

The pay system shall consist of salary structures of the major employee groups: teacher, librarian, nurse, counselor, campus professional support, campus administrator, instructional programs (exempt), business and operations (exempt), technology, executive, instructional support (non-exempt), administrative support (non-exempt), and operations (non-exempt).

Pay ranges for each pay grade are based on an assessment of the job worth, which establishes the minimum and maximum pay rates within the range. Employees will be paid the daily or hourly rates within the ranges as established for their assigned position. Pay rates outside the established range requires the Superintendent or designee's approval.

Salary Advancement

Pay ranges shall be structured to allow the opportunity to increase employee pay within the range for continued service to the District. On an annual basis the Superintendent shall make recommendations to the Board of Education regarding salary increases. Recommendations shall be based on consideration of factors such as cost of living indexes, wage increases, salary structure adjustments within competitive job markets, and District budget resources.

Transfers between Employee Job Groups

Compensation for employee groups is unique and the years of experience for most are not transferable between groups except as outlined below.

1. Teacher assistant to secretary/clerk;
2. Secretary/clerk to teacher assistant;
3. Teacher assistant to teacher (see page 9 under Teachers for more information);
4. Teacher to teacher assistant (certified teacher who transfers to a teacher assistant non-punitive receives salary consideration for all teacher experience as a teacher assistant);
5. Teacher, nurse, librarian, counselor within each campus support professional pay structure.

Also, a professional employee who subsequently becomes a certified teacher, receives credit for all professional years as long as the employee possessed a bachelor's degree and the percent of time and minimum required days were met (i.e., accountant, MBA with 17 years to certified teacher, receives master's level pay and 17 years of experience on the teacher salary structure).

Salary Guidelines for New Hires

CREDIT FOR PRIOR EXPERIENCE

Teachers

- FWISD grants one (1) year of teaching experience for each year of approved experience according to the rules and regulations set by the Texas Education Agency (TEA) and local policy. Experience credit is granted by placement on the Teacher Salary Schedule according to degree level and years of creditable experience.
- Experience from foreign private schools, colleges, and universities accredited by a recognized accrediting agency of the foreign country may be recognized for salary increment purposes, provided the minimum requirements in subsection (f) of Chapter 153; School District Personnel, Subchapter CC; Commissioner's Rule on Creditable Years of Service are met. The recognized accrediting entity in the foreign country is the Department of Education or the Higher Education authority for that country. It is the responsibility of the foreign authority to provide relevant, credible, and accurate information before any credit is given (documents must be translated in English format). Such experience will be considered on a case by case basis with final approval from TEA.

Placement on the appropriate salary schedule becomes effective after final approval from TEA is received. Upon TEA/Compensation approval, the pay is given for that year and no prior years. **The District is not liable for any previously non-compensated salary related to such experience.**

- Effective with the 1998-99 school year, a teacher may receive credit for experience as a certified substitute teacher for salary increment purposes, provided the teacher held a valid teaching certificate at the time the service was rendered, the teacher was employed in an entity recognized for creditable years of service, and the minimum requirements (minimum number of days and the percentage of day employed) were met. The rule includes substitute teaching out-of-state, as long as the teacher held a valid teaching certificate at the time the work was completed. A valid emergency or local permit also meets the certification requirement.
- Beginning with the 2004-2005 school year, a teacher assistant who subsequently becomes a certified teacher may receive up to two years of teacher assistant experience for salary increment purposes, provided they held a valid Educational Aide certificate and worked the required number of days and percent of time when employed. Experience outside FWISD must be verified using the teacher service record form (FIN-115), or a similar form containing the same information.
- Career & Technology teachers may count up to two years of full-time work experience for salary increment purposes if the work experience was required for career and technology certification (Chapter 153. School District Personnel, Subchapter CC, Commissioner's Rules on Creditable Years of Service).

Librarians & Counselors

- Librarians and counselors are placed on the appropriate salary of their respective salary schedules according to degree level and creditable years of experience.

- FWISD grants one (1) year of experience for each year of approved experience according to the rules and regulations set by the Texas Education Agency (TEA) and local policy. Experience credit is granted by placement on the appropriate salary schedule according to degree level and years of creditable experience.
- Experience from foreign private schools, colleges, and universities accredited by a recognized accrediting agency of the foreign country may be recognized for salary increment purposes, provided the minimum requirements in subsection (f) of Chapter 153; School District Personnel, Subchapter CC; Commissioner's Rule on Creditable Years of Service are met. The recognized accrediting entity in the foreign country is the Department of Education or the Higher Education authority for that country. It is the responsibility of the foreign authority to provide relevant, credible, and accurate information before any credit is given (documents must be translated in English format). Such experience will be considered on a case by case basis with final approval from TEA.

Placement on the appropriate salary schedule becomes effective after final approval from TEA is received. Upon TEA/Compensation approval, the pay is given for that year and no prior years. **The District is not liable for any previously non-compensated salary related to such experience.**

- Effective with the 1998-99 school year, a librarian or counselor may receive credit for experience as a certified substitute teacher for salary increment purposes, provided the teacher held a valid teaching certificate at the time the service was rendered, the teacher was employed in an entity recognized for creditable years of service, and the minimum requirements (minimum number of days and the percentage of day employed) were met. The rule includes substitute teaching out-of-state, as long as the teacher held a valid teaching certificate at the time the work was completed. A valid emergency or local permit also meets the certification requirement.

School Nurses

- Nurses are placed on the appropriate step of the nurse's salary schedule according to degree level and creditable years of experience.

A bachelor's degree and registered nurse's license (RN) are required for employment as a school nurse.

- The Texas Education Agency guidelines will be followed for determining creditable experience. Experience used for salary placement decisions is determined by the Compensation Department, and is subject to the following exception:

Exception to Compensation Policy

- Validated non-school based nursing experience will be credited on a one-year for one-year basis if that experience was in a hospital operated or owned by a public college or university accredited and recognized by TEA or a private college or university accredited by a TEA recognized regional accrediting agency.
- Effective with the 1999-00 school year, nurses may receive substitute teacher experience credit as a certified substitute teacher for salary increment purposes, provided the nurse held a valid teaching certificate at the time the service was rendered, the nurse was employed in an entity recognized for creditable years of service, and the minimum requirements (minimum number of days and the percentage of day employed) were met.

The rule also applies to out-of-state substitute teaching experience. Beginning with the 1998-1999 school year, a substitute teacher (as defined in subsection (a) of the Commissioner's Rules) employed in an entity recognized for years of service (as prescribed by subsection (g) of the Commissioner's Rules) is eligible for creditable service. A valid emergency or local permit also meets the certification requirement.

Speech-Language Pathologists, OT'S, PT'S, O&M Specialists, Audiologists, LSSP'S

- FWISD grants one (1) year of experience for each 12-months of full-time professional employment in the specific job field in accredited public and/or private schools, post-secondary schools, and teaching hospitals.
- Up to ten (10) years of full-time experience in the specific job field with a certified or licensed public agency that provides social/health services for children or youth may be credited toward advanced salary placement.
- The limit on the number of non-education related creditable years accepted is 10. This is a local credit only (FWISD). As a local credit this service credit may/may not be recognized by other Texas school districts (public or private).

Junior Reserve Officers Training Corp (JROTC) & Middle School Junior Cadet Corp (JCC)

- The **Junior Reserve Officers Training Corp (JROTC)** employee pay is based on a salary schedule, computed by the JROTC Director, in compliance with mandates from Title 10, U.S. Code, Section 2031, of the Defense Departments Active Duty Finance Tables, and military service regulations, which also includes the JROTC stipend scale.
- The **Junior Cadet Corp (JCC)** instructor salaries (middle school) are based on a 187-day teacher salary schedule. The salary scale for MS/JCC is based on the level of years of active military service, teaching experience (military service schools or civilian), military and post-secondary education, leadership background and experience, and other intangible professional credits.

School experience and active duty experience may be counted for a local step adjustment under provisions of the Commissioner's Rule on Credible Years of Service, Chapter 153.1021, for Career & Technology Teachers.

- Ten (10) years of full-time experience will initially be credited toward advanced base salary according to degree level, education, and military records. This also includes a JCC stipend. **The 10-year credit is applicable only to the position of JCC instructor** and is not transferable to other positions.

Other Permanent Employees Paid on Salary Ranges

- Starting pay for an employee who is new to the District and is classified in a pay range plan, will be determined individually based on each person's job-related experience, and current salaries paid to employees in the same position with similar experience. The following guidelines shall be followed to calculate credit for prior job experience for purposes of placing new hires in a pay range.

- Salary credit for prior experience that is directly related to the job will be determined by the Compensation Department at the time of hire. Prior experience may be obtained from another school district or any TEA approved entity. Salary credit may be given for non-school experience based on market demand as determined by the Compensation Department.
- Employees may receive salary credit equal to one percent above the minimum of the pay range for each full year of directly related job experience up to 18 years, subject to peer equity considerations. Starting pay may not exceed the midpoint of the pay range.
- Starting pay for a new hire may not exceed the pay of a District employee in the same job title who has equal or more experience in the job.
- Starting pay for employees who are classified at or above the director job level may exceed the midpoint of the pay range. Executive and high-level administrators will be placed on an individual basis by the Compensation Department in consultation with the job supervisor.
- Exceptions to these placement guidelines may be approved by the Superintendent or designee for specialized jobs that are hard to fill.

All Employees

- It is the responsibility of the employee to submit original service records and official transcripts. Copies will not be accepted.
- Employees who provide service records with verifiable, creditable experience may receive additional salary if service records are submitted to Compensation **no later than 5:00 pm on June 30th, following your hire date of the current school year**. Service records received after this date which qualify for a salary adjustment will be processed for the following school year by Compensation. Service records received after June 30th of the school year hired will not qualify for or receive back pay.
- Certain positions (teachers, librarians, counselors, and nurses only) may be eligible for additional compensation for earning advanced degrees. Official transcripts must show the date the advanced degree was conferred and must be submitted to **Compensation no later than 5:00 pm on June 30th, following your hire date of the current school year (for new employees) or following the date the degree was conferred (for current employees)**. Transcripts received after this date which qualify for a salary adjustment will be processed for the following school year by Compensation. Transcripts received after June 30th will not qualify for or receive back pay.

Promotions

Promotions shall be defined as movement from a position in a lower classification to a *different position* in a higher classification.

A promotion increase is applied to the employee's current base salary less any stipends paid for supplemental duties.

Salary placement for a promotion should follow the same guidelines as placement for a new hire. Employees who are promoted internally should not be paid less than a new hire would be paid with the same experience. In any event, an employee who is promoted to a higher pay grade should receive no less than a three percent rate increase (applied to the midpoint of the new pay range) nor be paid any less than the minimum rate of the pay range. Adjustments to promotion increases will be made as necessary to maintain pay equity among peer employees with equal or greater experience.

Lateral Transfer (Placements)

A lateral transfer is defined as movement to another job assigned to the same or equivalent pay grade. Lateral moves may involve a change of days (higher/lower); however, the daily rate of pay remains the same. Lateral placements can also be classified as voluntary or involuntary. Lateral transfers are not eligible for salary increases, except for adjustments required to reflect the work calendar days of the new job, if applicable. There may be peer equity adjustments given for lateral transfers where the normal salary of peer employees exceeds the salary of the new employee in that department. This type adjustment must be approved by the appropriate Leadership Team member and the Senior Officer of Compensation and Employee Records.

Demotions- Pay Adjustments for Reassignment to a Lower Pay Grade

A reduction in pay may occur when an employee is reassigned to a different job in a pay range with a daily/hourly rate midpoint that is less than the daily/hourly rate midpoint of the previous job’s pay range. Any reduction in pay is subject to approval by the Superintendent or designee.

Contract employees – For Chapter 21 and non-Chapter 21 contract employees, a reduction in pay as a result of a **voluntary** reassignment will be effective with the date of reassignment to the lower pay grade.

For an **involuntary** reassignment, a Chapter 21 contract employee will retain their existing daily rate and number of work days through the end of the current school year. It may be extended to comply with Chapter 21 contract requirements. A non-Chapter 21 contract employee will retain their existing daily rate and number of work days through the end of the current school year only. At the beginning of the school year in which the reduction is to take place, the salary and days will be commensurate with the new position.

Noncontract employees - A reduction in pay as a result of a **voluntary** reassignment for a noncontract employee will be effective with the date of reassignment to the lower pay grade.

For an **involuntary** reassignment, a noncontract employee will retain their existing daily/hourly rate and number of work days through the end of the current school year. At the beginning of the following school year, the salary and days will be commensurate with the new position.

Reduction calculation - When the reassignment is from one pay range structure to another pay range structure, the employee’s base rate of pay (hourly or daily) will be reduced to the same percent of the range midpoint (rate divided by midpoint) in the lower pay range.

Example of calculating a pay reduction for reassignment to a lower pay grade:

<u>Higher Pay Grade</u>		<u>Lower Pay Grade</u>	
Employee Rate	\$14.50	Midpoint Rate	\$13.60
Midpoint Rate	÷ \$15.87	Percent of Midpoint	<u>x .91</u>
Percent of Midpoint	.91	Employee New Rate	\$12.38

In the case of reassignment from a pay range structure to an experience/degree-based placement scale (teacher, librarian, counselor, or nurse), salary placement will be made according to years of creditable experience and highest degree earned.

In any case, the new salary may not exceed the maximum salary of the new pay grade without the approval of the Superintendent or designee. Other exceptions also require the Superintendent's approval.

Pay Equity Adjustments

Subject to District policy restrictions on mid-year pay increases (DEA-Local and DEAB-Legal), the Superintendent or designee may authorize special pay adjustments for the purpose of correcting pay inequities for individual employees caused by internal errors or market changes for critical skills needed by the District.

Reinstatement Following Break in Service

An employee who is rehired following a break-in-service that is less than 12 months shall be reinstated at the same pay rate previously held prior to the break-in-service if rehired for the same position.

If rehired at a different pay grade level or rehired following a break in service that is greater than 12 months, the employee will be placed according to the procedures for placement of new hires.

Supplemental Pay

Supplemental pay (stipends and extra duty pay) represents remuneration in addition to, but separate from, regular base salary. **Supplemental pay is authorized on a year-to-year basis and is not to be considered a property right.** Supplemental pay will be discontinued upon cessation of assignment or upon the occurrence of an event which otherwise causes the employee to be ineligible to receive the supplemental pay.

Job Classification / Reclassification

All positions, with the exception of teachers, librarians, counselors, nurses, substitutes, and part-time/temporary, are assigned to pay grades based on the level of skill, effort, and responsibility required for the job assignment. Compensation will classify new positions or reclassify existing positions as necessary based on job requirements and comparability to other positions in the District or in the marketplace. An approved reclassification is granted up to 3% of the new pay grade midpoint.

Evaluation of Experience from Other Educational Entities

Several factors are examined to determine whether prior experience from other educational entities is creditable. These factors include:

1. Position held (similar or related positions)
2. Accreditation status of the institution
3. Percentage of days worked
4. Number of days worked (must equal 90 full-time equivalent days)
5. Dates of employment
6. Type of institution

Approval of service credit is subject to state law and is regulated by the Texas Education Agency (TEA). Fort Worth Independent School District adheres to the minimum requirements as stated in Subchapter CC of the Commissioner's Rules on Creditable Years of Service.

Creditable Years

Creditable service does not include part-time/temporary employment or employment as a substitute, regardless of service time, date(s) of termination, or type of accumulation.

Service Records

Questions have been raised concerning the validity of creditable service documented on forms other than the Texas Teacher Service Record. Subsection (d) of Section 153.1021 states that:

"The basic document in support of the number of years of professional service claimed for salary increment purposes and both the state's sick and personal leave program data for all personnel is the teacher service record (form FIN-115) or a similar form containing the same information".

It is the responsibility of the employee to submit original service records to Fort Worth ISD.

Also, it is the responsibility of the issuing school district and the employee to ensure that service records are true and correct and that all service recorded on the service record was actually performed. Employees must sign the original service record and submit to Compensation. Employees submitting copies of an original service record must have all copies notarized from the previous district as the official document of record.

Please contact Compensation (817/814-2080) to request a service record packet. This form may also be found on the District's website or the TEA website (www.tea.state.tx.us).

College Transcripts

College transcripts submitted from an accredited university or college must be provided to the Human Capital Management Department at the time of employment. Employees submitting these records at a later date must hand deliver those documents to Employee Records, *not later than 5:00 pm on June 30th, following the hire date of the current school year*. Transcripts received after this date that qualify for a salary adjustment will be processed at the beginning of the new (next) school year. Transcripts received after June 30th of the school year hired will not qualify for/or receive back pay.

Salary Increase Eligibility

Board-approved general salary increases apply to employees in permanent positions. To be eligible for a pay increase, an employee must have a satisfactory evaluation from the prior school year. In order to qualify for a year of experience or an approved salary increase in a subsequent year, an employee must have worked and been paid for at least four and one-half months, a full semester of more than four calendar months, or 90 actual working days in the current year. An employee may combine days worked in another school district, or other accredited entity recognized by the Texas Education Agency (TEA), in the current year with days worked in the District in the current year to satisfy this requirement, provided the service rendered in the other district is evaluated as creditable according to state and local regulations regarding service credit.

Approval Process for Policy Exceptions

Exceptions to the above regulations require the approval of the Superintendent or designee.

FWISD Designation System: Teacher Incentive Allotment (TIA)

In compliance with HB3, 90% of the TIA must be spent in teacher compensation. Any funds received by Fort Worth ISD for a designated teacher under the Teacher Incentive Allotment (TIA), a percent will be paid to the designated teacher. The remaining percentages will be paid to the other teachers on the designated teacher's campus. Ten percent (10%) may be used for training and support of the system, expansion of the system, administrative expenses as allowed by HB3. Should the district receive funding for a designated teacher who has resigned or retired, the district will forward payment to the resigned or retired teacher as soon as practicable.

Section II

Classroom Teacher Salary Schedule

Teacher* salary increases are not granted automatically each year; therefore, neither past nor future salaries can be calculated, assumed, or predicted on the basis of this schedule. The Board of Education adopts a new compensation plan each year. Future salaries should not be assumed or predicted.

*Per Texas **Education Code Section 5.001**

(2) “Classroom teacher” means an educator who is employed by a school district and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting. The term does not include a teacher’s aide or a full-time administrator.

2020—2021 2021-2022 Teacher Salary Schedule



NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$58,000	\$59,000	\$60,000
1	\$58,709	\$59,709	\$60,709
2	\$59,418	\$60,418	\$61,418
3	\$60,127	\$61,127	\$62,127
4	\$60,527	\$61,542	\$62,727
5	\$60,927	\$61,957	\$63,327
6	\$61,327	\$62,372	\$63,927
7	\$61,727	\$62,787	\$64,527
8	\$62,270	\$63,204	\$65,224
9	\$62,620	\$63,604	\$65,741
10	\$62,980	\$64,022	\$66,017
11	\$63,396	\$64,529	\$66,970
12	\$63,970	\$65,086	\$68,538
13	\$64,520	\$65,580	\$69,128
14	\$65,000	\$66,191	\$69,583
15	\$65,477	\$66,672	\$70,038
16	\$65,984	\$67,282	\$70,493
17	\$66,594	\$67,933	\$71,473
18	\$66,923	\$68,338	\$71,747
19	\$67,294	\$68,614	\$71,985
20	\$67,664	\$68,985	\$72,190
21	\$68,032	\$69,863	\$72,390
22	\$68,411	\$70,010	\$72,996
23	\$68,821	\$70,168	\$73,596
24	\$69,208	\$70,600	\$74,200
25	\$69,825	\$71,407	\$74,804
26	\$70,540	\$72,038	\$75,417
27	\$72,005	\$73,232	\$77,374
28	\$72,850	\$74,435	\$78,438
29	\$73,526	\$75,027	\$78,646
30	\$74,485	\$75,991	\$78,880
31	\$75,564	\$77,758	\$79,170
32	\$77,906	\$79,227	\$83,529

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$58,000	\$59,000	\$60,000
1	\$58,709	\$59,709	\$60,709
2	\$59,418	\$60,418	\$61,418
3	\$60,127	\$61,127	\$62,127
4	\$60,529	\$61,542	\$62,727
5	\$60,927	\$61,957	\$63,327
6	\$61,327	\$62,372	\$63,927
7	\$61,727	\$62,787	\$64,527
8	\$62,270	\$63,204	\$65,224
9	\$62,620	\$63,604	\$65,741
10	\$62,980	\$64,022	\$66,017
11	\$63,396	\$64,529	\$66,970
12	\$63,970	\$65,086	\$68,538
13	\$64,520	\$65,580	\$69,128
14	\$65,000	\$66,191	\$69,583
15	\$65,477	\$66,672	\$70,038
16	\$65,984	\$67,282	\$70,493
17	\$66,594	\$67,933	\$71,473
18	\$66,923	\$68,338	\$71,747
19	\$67,294	\$68,614	\$71,985
20	\$67,664	\$68,985	\$72,190
21	\$68,032	\$69,863	\$72,390
22	\$68,411	\$70,010	\$72,996
23	\$68,821	\$70,168	\$73,596
24	\$69,208	\$70,600	\$74,200
25	\$69,825	\$71,407	\$74,804
26	\$70,540	\$72,038	\$75,417
27	\$72,005	\$73,232	\$77,374
28	\$72,850	\$74,435	\$78,438
29	\$73,526	\$75,027	\$78,646
30	\$74,485	\$75,991	\$78,880
31	\$75,564	\$77,758	\$79,170
32	\$82,037	\$83,984	\$88,070

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024 June 30, 2022** for consideration in the **2020-2021 2021-2022** school year.

This salary schedule is based on 187 days for the 2020—2021 2021-2022 school year only and cannot be used to predict future salaries.

Section III

**Counselor, Librarian, & Nurse
Salary Schedules**

DRAFT

2020–2021 2021-2022 Elementary Counselor Salary Schedule



NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$61,000	\$62,000	\$63,000
1	\$61,750	\$62,750	\$63,750
2	\$62,500	\$63,500	\$64,500
3	\$63,400	\$64,400	\$65,400
4	\$63,754	\$64,754	\$65,804
5	\$64,107	\$65,107	\$66,208
6	\$64,517	\$65,537	\$66,991
7	\$65,197	\$66,240	\$67,736
8	\$65,706	\$66,748	\$68,607
9	\$66,063	\$67,107	\$69,307
10	\$66,433	\$67,479	\$70,007
11	\$66,823	\$67,963	\$70,707
12	\$67,353	\$68,553	\$71,920
13	\$67,704	\$68,865	\$72,370
14	\$68,080	\$69,278	\$72,820
15	\$68,459	\$69,759	\$73,270
16	\$69,070	\$70,375	\$73,720
17	\$69,682	\$71,032	\$74,493
18	\$70,064	\$71,393	\$74,808
19	\$70,436	\$71,750	\$75,141
20	\$70,810	\$72,113	\$75,494
21	\$71,179	\$72,970	\$75,850
22	\$71,552	\$73,214	\$76,215
23	\$72,049	\$73,564	\$76,546
24	\$72,430	\$73,887	\$76,909
25	\$73,029	\$74,574	\$77,255
26	\$73,728	\$75,191	\$77,650
27	\$75,158	\$76,356	\$80,598
28	\$76,025	\$77,608	\$81,637
29	\$76,697	\$78,273	\$81,949
30	\$77,658	\$79,254	\$82,283
31	\$78,742	\$80,926	\$82,673
32	\$81,102	\$82,406	\$86,756

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$61,000	\$62,000	\$63,000
1	\$61,750	\$62,750	\$63,750
2	\$62,500	\$63,500	\$64,500
3	\$63,400	\$64,400	\$65,400
4	\$63,754	\$64,754	\$65,804
5	\$64,107	\$65,107	\$66,208
6	\$64,517	\$65,537	\$66,991
7	\$65,197	\$66,240	\$67,736
8	\$65,706	\$66,748	\$68,607
9	\$66,063	\$67,107	\$69,307
10	\$66,433	\$67,479	\$70,007
11	\$66,823	\$67,963	\$70,707
12	\$67,353	\$68,553	\$71,920
13	\$67,704	\$68,865	\$72,370
14	\$68,080	\$69,278	\$72,820
15	\$68,459	\$69,759	\$73,270
16	\$69,070	\$70,375	\$73,720
17	\$69,682	\$71,032	\$74,493
18	\$70,064	\$71,393	\$74,808
19	\$70,436	\$71,750	\$75,141
20	\$70,810	\$72,113	\$75,494
21	\$71,179	\$72,970	\$75,850
22	\$71,552	\$73,214	\$76,215
23	\$72,049	\$73,564	\$76,546
24	\$72,430	\$73,887	\$76,909
25	\$73,029	\$74,574	\$77,255
26	\$73,728	\$75,191	\$77,650
27	\$75,158	\$76,356	\$80,598
28	\$76,025	\$77,608	\$81,637
29	\$76,697	\$78,273	\$81,949
30	\$77,658	\$79,254	\$82,283
31	\$78,742	\$80,926	\$82,673
32	\$85,853	\$87,811	\$91,920

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024 June 30, 2022** for consideration in the **2020-2024 2021–2022** school year.

This salary schedule is based on 188 days for the **2020–2024 2021-2022** school year only and cannot be used to predict future salaries.

2020—2021 2021-2022 Middle School Counselor Salary  **Fort Worth**
INDEPENDENT SCHOOL DISTRICT

NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$64,245	\$65,298	\$66,351
1	\$65,035	\$66,088	\$67,141
2	\$65,824	\$66,878	\$67,931
3	\$66,772	\$67,826	\$68,879
4	\$67,145	\$68,198	\$69,304
5	\$67,517	\$68,570	\$69,730
6	\$67,949	\$69,023	\$70,554
7	\$68,665	\$69,763	\$71,339
8	\$69,201	\$70,298	\$72,256
9	\$69,577	\$70,677	\$72,994
10	\$69,967	\$71,068	\$73,731
11	\$70,377	\$71,578	\$74,468
12	\$70,936	\$72,199	\$75,746
13	\$71,305	\$72,528	\$76,219
14	\$71,701	\$72,963	\$76,693
15	\$72,100	\$73,470	\$77,167
16	\$72,744	\$74,118	\$77,641
17	\$73,388	\$74,810	\$78,455
18	\$73,791	\$75,191	\$78,787
19	\$74,183	\$75,568	\$79,138
20	\$74,576	\$75,949	\$79,510
21	\$74,965	\$76,851	\$79,885
22	\$75,358	\$77,108	\$80,269
23	\$75,881	\$77,477	\$80,618
24	\$76,283	\$77,817	\$81,000
25	\$76,914	\$78,541	\$81,364
26	\$77,650	\$79,191	\$81,780
27	\$79,156	\$80,417	\$84,885
28	\$80,069	\$81,736	\$85,979
29	\$80,777	\$82,436	\$86,308
30	\$81,789	\$83,470	\$86,660
31	\$82,930	\$85,231	\$87,071
32	\$85,416	\$86,789	\$91,371

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$64,245	\$65,298	\$66,351
1	\$65,035	\$66,088	\$67,141
2	\$65,824	\$66,878	\$67,931
3	\$66,772	\$67,826	\$68,879
4	\$67,145	\$68,198	\$69,304
5	\$67,517	\$68,570	\$69,730
6	\$67,949	\$69,023	\$70,554
7	\$68,665	\$69,763	\$71,339
8	\$69,201	\$70,298	\$72,256
9	\$69,577	\$70,677	\$72,994
10	\$69,967	\$71,068	\$73,731
11	\$70,377	\$71,578	\$74,468
12	\$70,936	\$72,199	\$75,746
13	\$71,305	\$72,528	\$76,219
14	\$71,701	\$72,963	\$76,693
15	\$72,100	\$73,470	\$77,167
16	\$72,744	\$74,118	\$77,641
17	\$73,388	\$74,810	\$78,455
18	\$73,791	\$75,191	\$78,787
19	\$74,183	\$75,568	\$79,138
20	\$74,576	\$75,949	\$79,510
21	\$74,965	\$76,851	\$79,885
22	\$75,358	\$77,108	\$80,269
23	\$75,881	\$77,477	\$80,618
24	\$76,283	\$77,817	\$81,000
25	\$76,914	\$78,541	\$81,364
26	\$77,650	\$79,191	\$81,780
27	\$79,156	\$80,417	\$84,885
28	\$80,069	\$81,736	\$85,979
29	\$80,777	\$82,436	\$86,308
30	\$81,789	\$83,470	\$86,660
31	\$82,930	\$85,231	\$87,071
32	\$90,420	\$92,482	\$96,809

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024 June 30, 2022** for consideration in the **2020-2024 2021-2022** school year.

This salary schedule is based on 198 days for the 2020—2021 2021-2022 school year only and cannot be used to predict future salaries.

2020—2021 2021-2022 High School Counselor Salary S



NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$68,138	\$69,255	\$70,372
1	\$68,976	\$70,093	\$71,210
2	\$69,814	\$70,931	\$72,048
3	\$70,819	\$71,936	\$73,053
4	\$71,215	\$72,332	\$73,504
5	\$71,609	\$72,726	\$73,956
6	\$72,067	\$73,206	\$74,830
7	\$72,826	\$73,991	\$75,663
8	\$73,395	\$74,559	\$76,635
9	\$73,794	\$74,960	\$77,417
10	\$74,207	\$75,375	\$78,199
11	\$74,643	\$75,916	\$78,981
12	\$75,235	\$76,575	\$80,336
13	\$75,627	\$76,924	\$80,839
14	\$76,047	\$77,385	\$81,341
15	\$76,470	\$77,922	\$81,844
16	\$77,153	\$78,610	\$82,347
17	\$77,836	\$79,344	\$83,210
18	\$78,263	\$79,748	\$83,562
19	\$78,679	\$80,147	\$83,934
20	\$79,096	\$80,552	\$84,328
21	\$79,508	\$81,509	\$84,726
22	\$79,925	\$81,782	\$85,134
23	\$80,480	\$82,173	\$85,504
24	\$80,906	\$82,533	\$85,909
25	\$81,575	\$83,301	\$86,295
26	\$82,356	\$83,990	\$86,737
27	\$83,953	\$85,291	\$90,030
28	\$84,922	\$86,690	\$91,190
29	\$85,672	\$87,433	\$91,539
30	\$86,746	\$88,528	\$91,912
31	\$87,956	\$90,396	\$92,348
32	\$90,593	\$92,049	\$96,908

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$68,138	\$69,255	\$70,372
1	\$68,976	\$70,093	\$71,210
2	\$69,814	\$70,931	\$72,048
3	\$70,819	\$71,936	\$73,053
4	\$71,215	\$72,332	\$73,504
5	\$71,609	\$72,726	\$73,956
6	\$72,067	\$73,206	\$74,830
7	\$72,826	\$73,991	\$75,663
8	\$73,395	\$74,560	\$76,635
9	\$73,794	\$74,960	\$77,417
10	\$74,207	\$75,375	\$78,199
11	\$74,643	\$75,916	\$78,981
12	\$75,235	\$76,575	\$80,336
13	\$75,627	\$76,924	\$80,839
14	\$76,047	\$77,385	\$81,341
15	\$76,470	\$77,922	\$81,844
16	\$77,153	\$78,610	\$82,347
17	\$77,836	\$79,344	\$83,210
18	\$78,263	\$79,748	\$83,562
19	\$78,679	\$80,147	\$83,934
20	\$79,096	\$80,552	\$84,328
21	\$79,508	\$81,509	\$84,726
22	\$79,925	\$81,782	\$85,134
23	\$80,480	\$82,173	\$85,504
24	\$80,906	\$82,533	\$85,909
25	\$81,575	\$83,301	\$86,295
26	\$82,356	\$83,990	\$86,737
27	\$83,953	\$85,291	\$90,030
28	\$84,922	\$86,690	\$91,190
29	\$85,672	\$87,433	\$91,539
30	\$86,746	\$88,528	\$91,912
31	\$87,956	\$90,396	\$92,348
32	\$95,900	\$98,087	\$102,677

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024 June 30, 2022** for consideration in the **2020-2021 2021-2022** school year.

This salary schedule is based on 210 days for the 2020—2021 2021-2022 school year only and cannot be used to predict future salaries.

2020—2021 2021-2022 Librarian Salary Schedule



NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$59,000	\$60,000	\$61,000
1	\$59,838	\$60,853	\$61,853
2	\$60,743	\$61,743	\$62,743
3	\$61,755	\$62,755	\$63,755
4	\$62,082	\$63,082	\$64,082
5	\$62,382	\$63,382	\$64,382
6	\$62,682	\$63,682	\$65,091
7	\$63,053	\$64,053	\$65,951
8	\$63,428	\$64,465	\$66,571
9	\$63,845	\$64,884	\$67,238
10	\$64,269	\$65,310	\$67,913
11	\$64,671	\$65,809	\$68,566
12	\$65,098	\$66,291	\$69,766
13	\$65,471	\$66,526	\$70,148
14	\$65,946	\$67,137	\$70,495
15	\$66,324	\$67,616	\$70,820
16	\$66,931	\$68,229	\$71,230
17	\$67,540	\$68,879	\$72,325
18	\$67,920	\$69,262	\$72,639
19	\$68,291	\$69,648	\$72,953
20	\$68,661	\$70,037	\$73,267
21	\$69,029	\$70,810	\$73,581
22	\$69,400	\$71,152	\$73,906
23	\$69,894	\$71,502	\$74,255
24	\$70,271	\$71,823	\$74,814
25	\$70,869	\$72,406	\$75,118
26	\$71,564	\$73,019	\$75,545
27	\$72,987	\$74,161	\$78,370
28	\$73,844	\$75,401	\$79,404
29	\$74,501	\$75,993	\$79,721
30	\$75,451	\$76,957	\$80,051
31	\$76,530	\$78,726	\$80,353
32	\$78,874	\$80,192	\$84,497

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$59,000	\$60,000	\$61,000
1	\$59,838	\$60,853	\$61,853
2	\$60,743	\$61,743	\$62,743
3	\$61,755	\$62,755	\$63,755
4	\$62,082	\$63,082	\$64,082
5	\$62,382	\$63,382	\$64,382
6	\$62,682	\$63,682	\$65,091
7	\$63,053	\$64,053	\$65,951
8	\$63,428	\$64,465	\$66,571
9	\$63,845	\$64,884	\$67,238
10	\$64,269	\$65,310	\$67,913
11	\$64,671	\$65,809	\$68,566
12	\$65,098	\$66,291	\$69,766
13	\$65,471	\$66,526	\$70,148
14	\$65,946	\$67,137	\$70,495
15	\$66,324	\$67,616	\$70,820
16	\$66,931	\$68,229	\$71,230
17	\$67,540	\$68,879	\$72,325
18	\$67,920	\$69,262	\$72,639
19	\$68,291	\$69,648	\$72,953
20	\$68,661	\$70,037	\$73,267
21	\$69,029	\$70,810	\$73,581
22	\$69,400	\$71,152	\$73,906
23	\$69,894	\$71,502	\$74,255
24	\$70,271	\$71,823	\$74,814
25	\$70,869	\$72,406	\$75,118
26	\$71,564	\$73,019	\$75,545
27	\$72,987	\$74,161	\$78,370
28	\$73,844	\$75,401	\$79,404
29	\$74,501	\$75,993	\$79,721
30	\$75,451	\$76,957	\$80,051
31	\$76,530	\$78,726	\$82,659
32	\$83,725	\$85,673	\$89,758

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024 June 30, 2022** for consideration in the **2020-2024 2021-2022** school year.

This salary schedule is based on 187 days for the 2020—2021 2021-2022 school year only and cannot be used to predict future salaries.

2020–2021 2021-2022 Nurse Salary Schedule



NEW HIRE SALARY SCHEDULE

SCHEDULE FOR HIRES BEFORE SY 2019 - 2020

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$55,500	\$56,500	\$57,500
1	\$55,957	\$56,957	\$57,957
2	\$57,336	\$58,336	\$59,336
3	\$57,517	\$58,512	\$59,416
4	\$57,767	\$58,865	\$59,773
5	\$58,067	\$59,101	\$60,580
6	\$58,517	\$59,351	\$61,393
7	\$58,767	\$59,701	\$61,721
8	\$59,117	\$60,101	\$62,238
9	\$59,477	\$60,519	\$62,514
10	\$59,893	\$61,026	\$63,467
11	\$60,467	\$61,583	\$65,035
12	\$60,717	\$61,777	\$65,325
13	\$61,197	\$62,388	\$65,580
14	\$61,574	\$62,869	\$65,914
15	\$62,181	\$63,479	\$66,233
16	\$62,791	\$64,130	\$67,670
17	\$63,170	\$64,585	\$67,994
18	\$63,541	\$64,861	\$68,232
19	\$63,911	\$65,232	\$68,337
20	\$64,279	\$66,110	\$68,433
21	\$64,658	\$66,257	\$69,226
22	\$65,168	\$66,515	\$69,546
23	\$65,555	\$66,947	\$69,700
24	\$66,172	\$67,754	\$69,895
25	\$66,887	\$68,385	\$70,115
26	\$68,352	\$69,553	\$73,599
27	\$69,235	\$70,745	\$74,591
28	\$69,880	\$71,314	\$74,794
29	\$70,793	\$72,241	\$75,018
30	\$71,830	\$73,939	\$75,297
31	\$74,082	\$75,352	\$79,489
32	\$74,206	\$76,182	\$79,614

<u>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Doctorate</u>
0	\$58,000	\$59,000	\$60,000
1	\$58,609	\$59,609	\$60,609
2	\$59,218	\$60,218	\$61,218
3	\$59,970	\$60,970	\$61,970
4	\$60,251	\$61,251	\$62,251
5	\$60,531	\$61,499	\$62,499
6	\$60,801	\$61,735	\$63,214
7	\$61,151	\$61,985	\$64,027
8	\$61,426	\$62,335	\$64,455
9	\$61,751	\$62,735	\$64,872
10	\$62,111	\$63,153	\$65,298
11	\$62,527	\$63,660	\$66,101
12	\$63,101	\$64,217	\$67,669
13	\$63,401	\$64,611	\$68,089
14	\$63,831	\$65,022	\$68,514
15	\$64,208	\$65,503	\$68,551
16	\$64,815	\$66,113	\$68,883
17	\$65,425	\$66,764	\$70,378
18	\$65,804	\$67,219	\$70,715
19	\$66,175	\$67,495	\$70,962
20	\$66,545	\$67,866	\$71,071
21	\$66,953	\$68,755	\$71,171
22	\$67,382	\$68,908	\$71,996
23	\$67,802	\$69,176	\$72,329
24	\$68,289	\$69,626	\$72,489
25	\$68,820	\$70,465	\$72,692
26	\$69,563	\$71,121	\$72,920
27	\$71,087	\$72,336	\$76,543
28	\$72,005	\$73,575	\$77,575
29	\$72,676	\$74,167	\$77,786
30	\$73,625	\$75,131	\$78,019
31	\$74,703	\$76,897	\$78,309
32	\$77,045	\$78,366	\$82,669

New hires are required to submit original service records for verification of prior teaching experience no later than **June 30, 2024** for consideration in the **2020-2021 2021-2022** school year.

This salary schedule is based on 187 days for the **2020–2021 2021-2022** school year only and cannot be used to predict future salaries.

Section IV

Pay Grades & Ranges of Pay

This section includes the compensation plan for the following employee groups: administrative support, instructional support, operations-auxiliary, operations, campus administration, campus professional support, technology, business and operations, instructional programs (exempt), and executive. This includes specific pay grades, pay ranges, calendar of days and the associated positions/roles, outlined based on groups. In an effort to maintain clear and concise data, specific departments for each position title have been combined at the end of the pay grade section. Please refer to the position, calendar of days to identify the minimum, midpoint and maximum salary for the position/role.

2020–2021 2021-2022 Administrative Support Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	
101			Daily	\$93.70	\$114.41	\$135.13	
	Storekeeper/Delivery – Special Ed	220	220 Days	20,614	25,171	29,729	
102			Daily	\$104.05	\$127.02	\$149.98	
	Office Assistant Ila – Communications	240	183 Days	19,041	23,244	27,446	
	Office Assistant Ila – Child Nutrition Services	183	188 Days	19,562	23,879	28,196	
	Office Assistant Ila – Intake (Student Placement)	240	210 Days	21,851	26,673	31,496	
	Office Assistant Ila – P-Card	240	240 Days	24,972	30,484	35,995	
	Office Assistant Ila – Professional Learning	240					
	Office Assistant Ila	210, 240					
	Office Assistant Ilc – Elementary School (ES)	188					
	Office Assistant Ilc – High School (HS)	183, 188					
	Office Assistant Ilc – Middle School (MS)	183, 188					
	Office Assistant Ilc – Alt./Special School (ALT/SP/SIP)	183 , 188					
	Office Assistant Ilc – Special Education	210					
	Office Assist IIA: Communications, CNS, P-Card, Prof Learning & Innovation, Spec Ed, Student Placement Center						
	103			Daily	\$128.38	\$156.76	\$185.14
Admin Associate Ia – AAIL		240	183 Days	23,494	28,687	33,880	
Admin Associate Ia – Attendance Control		183	187 Days	24,007	29,314	34,620	
Admin Associate Ia – Athletics		240	188 Days	24,136	29,471	34,806	
Admin Associate Ia – Central Filing – Special Ed		240	198 Days	25,419	31,038	36,657	
Admin Associate Ia – Child Find		240	210 Days	26,960	32,919	38,879	
Admin Associate Ia – Child Nutrition Services		240	220 Days	28,244	34,487	40,730	
Admin Associate Ia – CIP		240	240 Days	30,812	37,622	44,433	
Admin Associate Ia – CTE		240					
Admin Associate Ia – Early Learning		240					
Admin Associate Ia – Educational Technology		240					
Admin Associate Ia – Employee Records		240					
Admin Associate Ia – Health Services		240					
Admin Associate Ia – Library Media		220					
Admin Associate Ia – Maintenance		240					
Admin Associate Ia – Psychological Services		240					
Admin Associate Ia – Research & Evaluation		240					
Admin Associate Ia – RTI		240					
Admin Associate Ia – Safety		240					
Admin Associate Ia – School Solutions		240					
Admin Associate Ia – SERS		240					
Admin Associate Ia – Special Education		210, 240					
Admin Associate Ia – Special Education – Budget		323, 240					

Admin Associate Ia— Student Discipline & Placement	240
Admin Associate Ia— Student Engagement & School Completion	240
Admin Associate Ia— Student Placement Center (Admissions Advisor)	198
Admin Associate Ia— Student Records	240
Admin Associate Ia— Transition Center	240
Admin Associate Ia— Transportation	240
Admin Associate Ia	183, 198, 220, 240
Admin Associate Ic CCR	187, 210, 240
Admin Associate Ic— HS College & Career Readiness	187, 210
Admissions Advisor (Schedule A & B)	198
Counseling Clerk – Middle School (MS)	188
Admin Associate Ila	240

Adm Assoc IA-Academic Advisement, Accountability/Data Qlty, Advance Accel & Innovative Learning, App Develop & Support, Athletics, Business Intelligence, Capital Improvement Project, CTE, Central Files, Child Find, CNS, Dyslexia, Early Learning, Employee Records, HCM, Health SVS, Instructional Technology, Library Media SVS, Maintenance, Psychological SVS, Safety & Security, SERS, Spec Ed, Student Discipline & Placement, Student Engagement & Completion, Transportation

Adm Assoc Ic - HS campuses, Daggett Montessori, Transition School

Adm Assoc Ila – Student Placement Center

104		Daily	\$140.64	\$171.71	\$202.78
Admin Associate Ia— Strategic Operations	240	183 Days	25,736	31,422	37,108
Admin Associate Ila— Accounts Payable	240	187 Days	26,299	32,109	37,919
Admin Associate Ila— Adolescent Pregnancy Services	240	198 Days	27,846	33,998	40,150
Admin Associate Ila— Adult Education	240	210 Days	29,534	36,058	42,583
Admin Associate Ila— ADQ	240	215 Days	30,237	36,917	43,597
Admin Associate Ila— Art Ed	240	220 Days	30,940	37,775	44,611
Admin Associate Ila— Bilingual ESL	240	240 Days	33,753	41,209	48,666
Admin Associate Ila— Child Nutrition Services	240				
Admin Associate Ila— CIP	240				
Admin Associate Ila— Compliance TTIPS— EDGAR	198				
Admin Associate Ila— Crisis Response & Intervention	240				
Admin Associate Ila— Customer Service DOT	240				
Admin Associate Ila— District Records Management	240				
Admin Associate Ila— DOT Records	240				
Admin Associate Ila— Dyslexia	240				
Admin Associate Ila— Employee Records	240				
Admin Associate Ila— Family & Community Resources	240				
Admin Associate Ila— Fort Worth After School	240				
Admin Associate Ila— Grants & Development	240				
Admin Associate Ila— Guidance & Counseling	240				
Admin Associate Ila— Health Services	240				
Admin Associate Ila— Health & PE	240				
Admin Associate Ila— JROTC	240				

Admin Associate IIa — Legal	240
Admin Associate IIa — Literacy	240
Admin Associate IIa — Maintenance	240
Admin Associate IIa — Math	240
Admin Associate IIa — Music	240
Admin Associate IIa — Office of Professional Standards	240
Admin Associate IIa — Parents as Teachers	240
Admin Associate IIa — Psychological Services	240
Admin Associate IIa — Purchase Card/Travel Clerk	240
Admin Associate IIa — Safety & Security	240
Admin Associate IIa — Science	240
Admin Associate IIa — Social Studies	240
Admin Associate IIa — Special Education	240
Admin Associate IIa — Student Assessment — ADQ	240
Admin Associate IIa — Student Engagement	240
Admin Associate IIa — Student Discipline & Placement	240
Admin Associate IIa — Student Placement Center	240
Admin Associate IIa — Transportation	240
Admin Associate IIa — Warehouse	240
Admin Associate IIa — Warehouse & Textbooks	240
Admin Associate IIc — ES Secretary	215
Accounts Payable Clerk	240
Admin Associate Ia	240
Admin Associate IIa	240
Admin Associate IIc — Elementary School (ES) Secretary	215
Admin Associate IIc — (SP/ALT/SIP)	210, 215, 220
Attendance Clerk — High School (HS)	187
Attendance Clerk — Middle School (MS)	183
Attendance Clerk — (SP/ALT)	210
Cash Management Assistant	240
Counseling Clerk — High School (HS)	198
Purchase Card/Travel Clerk	240
Technician I — Purchasing	240

Adm Assoc IA — Strategic Ops

Admin Assoc IIa - Accountability/Data Qlty, Adolescent Pregnancy, Adult Ed, Art Ed, Athletics, Bilingual/ESL, Business Intelligence, CNS, Choral Music, Customer SVS — DOT, Dept of Admin SVS, Dyslexia, Early Learning, Employee Records, Family Community Resource, Grants Compliance & Monitoring, Health & Physical Ed, Health SVS, Instructional Initiative, Instrumental Music, JROTC, Maintenance, Mathematics, Office of Professional Standards, Parent Partnerships, Prevention & Crisis Response, Psychological SVS, Purchasing, Social Studies, Spec Ed, SSS Spec Programs, Strategic Ops, Student Discipline & Placement, Student Engagement & Completion, Student Placement Center, Transportation, Warehouse, Warehouse/Textbooks

Technician I — Adult Ed, Purchasing

105		Daily	\$159.54	\$195.92	\$232.31
Admin Assistant Ia — Athletics	240	193 Days	30,791	37,813	44,835
Admin Assistant Ia — Bilingual-ESL	240	198 Days	31,589	38,793	45,997
Admin Assistant Ia — Child Nutrition Services	240	215 Days	34,301	42,124	49,946
Admin Assistant Ia — Communications	240	220 Days	35,099	43,103	51,107

Admin Assistant Ia – Controller	240
Admin Assistant Ia – CTE	240
Admin Assistant Ia – Technology	240
Admin Assistant Ia – Student & School Support	240
Admin Assistant Ia – Family Communications	240
Admin Assistant Ia – FWCP	240
Admin Assistant Ia – HCM	240
Admin Assistant Ia – Internal Audit	240
Admin Assistant Ia – Literacy	240
Admin Assistant Ia – Maintenance Operations	240
Admin Assistant Ia – Payroll Customer Service	240
Admin Assistant Ia – Policy & Planning	240
Admin Assistant Ia – Prof Learning	240
Admin Assistant Ia – Purchasing	240
Admin Assistant Ia – Transportation	240
Admin Assistant Ia – Visual & Performing Arts	240
Admin Associate IIIa – Benefits	240
Admin Associate IIIa – Community & Strat. Partnerships	240
Admin Associate IIIa – Early Learning	240
Admin Associate IIIa – Family & Community Resources	240
Admin Associate IIIa – Guidance & Counseling	240
Admin Associate IIIa – Legal	240
Admin Associate IIIa – Library Media Services	240
Admin Associate IIIa – Maintenance	240
Admin Associate IIIa – Transportation Finance	240
Admin Associate IIIa – Transportation	245
Admin Associate IIIc – Boulevard Heights	240
Admin Associate IIIa	240
Admin Associate IIIc – High School (HS) Secretary	193, 240
Admin Associate IIIc – Middle School (MS) Secretary	215
Admin Assistant Ia	240
Admin Associate IIIc – International Newcomers Acad.	240
Data Clerk – (SP/ALT)	215, 220
Data Clerk – High School (HS)	215
District Operations Assistant	240
Purchasing Clerk	240
Registrar – High School (HS)	240
Sr. Clerk	240
Sr. Clerk – Accounting	240
Sr. Clerk – Accounts Payable	240
Sr. Clerk – Purchasing	240
Technician II	240
Trainer I	245
Transactional Team	240
Technician II – HCM	240
Technician II – Medicaid/SHARS	240
Trainer I – Child Nutrition Services	240
Trainer I – Transportation	245

240 Days	38,290	47,022	55,753
245 Days	39,088	48,001	56,915

Admin Assist Ia – Academic Advisement, App Develop & Support, Athletics, Bilingual/ESL, CTE, Chief of Student & School Support, CNS, Communications, Controller’s Office, Dept of Admin SVS, Division of Technology, Fine Arts, Fort Worth Children Partnership, HCM Admin/Staffing, Historic Stop Six, Literacy/Content Area Literacy, Maintenance, Network SVS, Payroll, Professional Learning & Innovation, Purchasing, Safety & Security, Transportation

Adm Assoc IIIA – Benefits, Community & Strategic Partners, Family Communications Dept, Family Community Resource, Guidance & Counseling, Legal Library Media SVS, Maintenance, Transportation

Sr. Clerk – Accounting, Accounts Payable, Purchasing

Technician II – Controller’s Office, Dept, of Admin SVS, HCM Central Calling/Employee Relations/Staffing

Trainer I – Transportation

Transactional Team - HCM

106		Daily	\$177.11	\$217.50	\$257.89
Admin Assistant IIa – ADQ	240	240 Days	42,506	52,200	61,894
Admin Assistant IIa – Board of Education	240	245 Days	43,392	53,287	63,183
Admin Assistant IIa – Educational Technology	240				
Admin Assistant IIa – Grants & Development	240				
Admin Assistant IIa – Legal	240				
Admin Assistant IIa – Management & Budget	240				
Admin Assistant IIa – Operations Management	240				
Admin Assistant IIa – Special Ed	240				
Admin Assistant IIa – Student Support Services	240				
Admin Assistant IIa – Teaching & Learning	240				
Admin Assistant IIa	240				
Compensation Assistant	240				
Payroll Assistant	240				
Payroll Assistant – Child Nutrition Services	240				
Specialist I – Dispatch – Maintenance	240, 245				

Admin Assist IIa – Accountability/Data Qlty, Board of Education, Grants & Development, Instructional Technology, Management & Budget, Ops Management, Spec Ed, Student Support SVS, Teaching & Learning

Specialist I – Maintenance & Strategic Ops

107		Daily	\$194.76	\$239.24	\$283.72
Admin Assistant IIIa – CIP	240	240 Days	46,742	57,418	68,093
Admin Assistant IIIa – Division Chief	240				
Analyst I – Lead Data – Bilingual/ESL	240				
Specialist – Budget	240				
Specialist – Compensation	240				
Specialist – Employee Records	240				
Specialist – HCM Transactional Team	240				
Specialist – Payroll	240				
Admin Assistant IIIa	240				
Analyst I	240				
Specialist I	240				

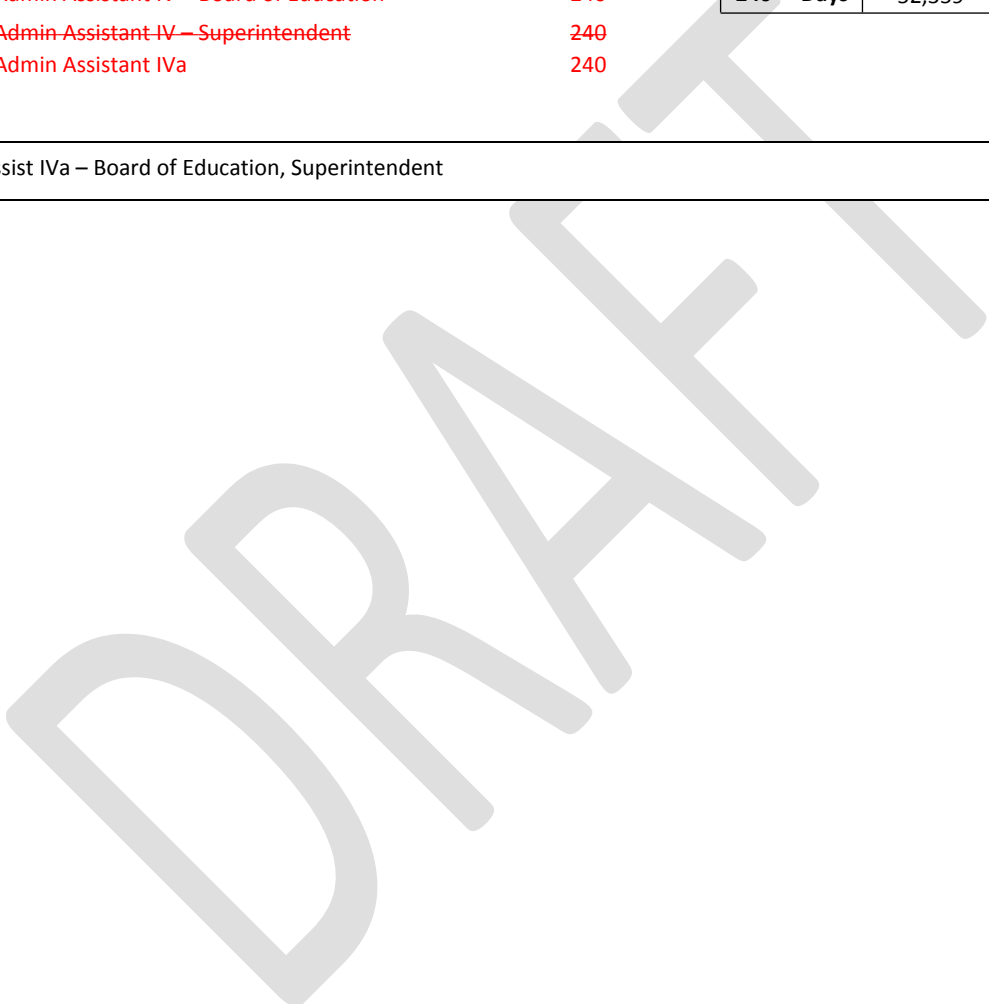
Admin Assist IIIa – Capital Improvement Project, Chief of Student & School Support, Dept of Admin SVS, Division of District Ops, Division of Technology, Equity & Excellence, HCM Admin, Internal Audit, Office of Innovation, Policy & Planning

Analyst I – Bilingual/ESL

Specialist I – Compensation/Business MGT, Employee Records, Management & Budget, Payroll, Risk MGT

108	Daily	\$218.16	\$267.96	\$317.75
Admin Assistant IV—Board of Education	240 Days	52,359	64,309	76,260
Admin Assistant IV—Superintendent	240			
Admin Assistant IVa	240			

Admin Assist IVa – Board of Education, Superintendent



2020–2021 2021-2022 Instructional Support Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
201			Daily	\$115.00	\$140.63	\$166.25
	Teacher Assistant I—Bilingual	183	183 Days	21,045	25,734	30,424
	Teacher Assistant I—ES	183	183 Days	21,505	26,297	31,088
	Teacher Assistant I—ES Spanish Immersion	183				
	Teacher Assistant I—HS	183				
	Teacher Assistant I—Special Ed Inclusion	183				
	Teacher Assistant I—MS	183				
	Teacher Assistant I—Pre-K	183				
	Teacher Assistant I—Special Ed Resource	183				
	Teacher Assistant I—Resource—Title I	183				
	Teacher Assistant I	183				
	Teacher Resident Program	187				
202			Daily	\$101.43	\$126.81	\$181.76
	Vacant	183	183 Days	18,562	23,207	27,040
203			Daily	\$127.87	\$156.63	\$185.40
	Health Associate —Health Services	183	183 Days	23,400	28,664	33,927
	Library Clerk	183	187 Days	23,911	29,290	34,669
	Specialist - Campus	198				
	Teacher Assistant III	183	198 Days	25,318	31,013	36,708
	Teacher Assistant III—CAI Computer Lab	183				
	Teacher Assistant III—Deaf Education	183	220 Days	28,131	34,459	40,787
	Teacher Assistant III—Early Childhood—Special Ed	183				
	Teacher Assistant III—In House In-School Suspension	183				
	Teacher Assistant III—LINC—Special Ed	183				
	Teacher Assistant III—Science Lab—ES	187, 198				
	Teacher Assistant III—Science Lab—HS	187, 198				
	Teacher Assistant III—Science Lab—MS/HS	187, 198				
	Teacher Assistant III—SEAS—Special Ed	183				
	Teacher Assistant III—Severe Needs—Special Ed	183				
	Teacher Assistant III—TAP—Special Ed	183				
	Teacher Assistant III—Transition—Special Ed	183				
	Family Engagement Specialist	198				
204			Daily	\$140.04	\$172.53	\$205.01
	American Indian Liaison	240	183 Days	25,627	31,572	37,517
	Specialist II - Campus —Family Communication	220	220 Days	30,809	37,956	45,103
	Parent Educator (Lead)	183, 220	240 Days	33,609	41,406	49,203

205		Daily	\$158.96	\$195.18	\$231.40
Braillist —Special Education	187	183 Days	29,089	35,718	42,347
Deaf Interpreter (Certified) —Deaf Education	183	187 Days	29,725	36,499	43,273
Educational Transcriber —Deaf Education	183	240 Days	38,150	46,843	55,537
Dyslexia Assistant	183				
Homeless Ed Liaison	240				
Program Assistant - Campus —Special Ed	183				

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2021-2022 Operations Auxiliary Hourly Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
301H	Bus Attendant	183	Hourly	\$11.11	\$13.34	\$15.57
302H	Nutrition Services Worker —Child Nutrition Services	183, 240	Hourly	\$11.72	\$14.37	\$17.03
303H	Nutrition Services Worker - Lead	183	Hourly	\$13.24	\$16.08	\$18.92
304H	Bus Driver	183	Hourly	\$18.45	\$22.61	\$26.78

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2020–2021 2021-2022 Operations Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
301			Hourly	\$11.28	\$13.42	\$15.57
	Vacant	183	183 Days	16,507	19,653	22,800
302			Hourly	\$11.94	\$14.49	\$17.03
	Campus Monitor	187	Daily	\$95.52	\$115.88	\$136.23
	Attendant	245	187 Days	17,862	21,669	25,476
	Lead Vehicle SVS-Fuel	245	245 Days	23,402	28,390	33,377
303			Hourly	\$13.24	\$16.08	\$18.92
	Grounds Worker	245	Daily	\$106.07	\$128.72	\$151.37
	Truck Driver – Warehouse & Textbooks	245	245 Days	25,987	31,536	37,086
	Custodian I	245				
304			Hourly	\$16.30	\$19.73	\$23.15
	Custodian II – Head ES	245	Daily	\$130.39	\$157.81	\$185.23
	Irrigator-Technician I	245	189 Days	24,644	29,826	35,009
	Mechanic – Apprentice	245	240 Days	31,294	37,875	44,456
	Mechanic – Assistant	245	245 Days	31,946	38,664	45,382
	Manager I – CNS – Elementary (ES)	189				
	Painter I	245				
	Plumber I	245				
	Preventive Maintenance Service Tech	245				
	Security Monitor	245				
	Technician I – HVAC Chillers	245				
	Truck Driver – IT Warehouse	240-245				
	Warehouse Operator (Network SVS)	240				
	Warehouse Person I	240, 245				
Technician I – HVAC Chillers, Irrigation						
305			Hourly	\$17.77	\$21.63	\$25.48
	Backhoe Operator	245	Daily	\$142.19	\$173.02	\$203.86
	Bus Driver – Team Lead	183	183 Days	26,020	31,663	37,306
	Custodian III – Head MS	245	189 Days	26,874	32,701	38,529
	Dispatcher – Transportation	240	240 Days	32,640	34,125	41,525
	Environmental Worker I	245	245 Days	34,836	42,391	49,945
	Floor/Hardware Technician II	245				
	General Maintenance Worker II	245				
	General Maintenance Worker II – Athletics	245				
	General Maintenance Worker II – Grounds/Landscaping	245				
	Locker Repair Person	332	245			

Heavy Equipment	245
Machine Operator	
Manager II – Child Nutrition Services - MS	189
Manager III – Child Nutrition Services - HS	189
Painter III	245
Safety Officer Transportation	245
Router Scheduler – Assistant	245
Warehouse Person II	245
Skilled Maintenance Generalist I	245
Transportation Dispatcher	240
General Skilled Maintenance I	245

306		Daily	\$162.03	\$196.11	\$230.19	
Appliance Repair – Journeyman Technician II	245	240	Days	38,888	47,067	55,246
Appliance Repair – Technician – Child Nutrition Svcs	245	245	Days	39,698	48,048	56,397
Custodian IV – Head HS	245					
Custodian IV – Head Special Campus	245					
General Skilled Maintenance Technician II	245					
Specialist I – Auxiliary Services	245					
Specialist I – Central Warehouse	245					
Specialist I – Inventory Mgt – Child Nutrition Svcs	240					
Specialist I – Warehouse – Child Nutrition Svcs	245					
Specialist I – Free Lunch – Child Nutrition Svcs	240					
Specialist I – Lot Supervisor-Bus Lot	245					
Specialist I – CNS & Warehouse	240					
Specialist I – CNS, Transportation, & Warehouse	245					

307		Daily	\$181.43	\$220.90	\$260.38	
Building Manager – Central	245	240	Days	43,542	53,017	62,492
Exterminator	245	245	Days	44,449	54,122	63,794
General Skilled Maintenance Technician III	245					
Glazier	245					
Irrigator Technician III	245					
Locksmith Journeyman	245					
Mechanic # Transportation	245					
Plasterer #	245					
Refrigeration Technician III	245					
Router Scheduler II	245					
Sewer Technician #	245					
Sheet Metal Worker II	245					
Technician III – Fire Alarm	245					
University Grill/Catering Specialist	240					

Welder II 245
 Fire Alarm Technician I 245

308		Daily		\$202.52	\$248.60	\$294.68
Environmental Worker II —Advanced	245	245	Days	49,617	60,907	72,197
Electrician - Journeyman	245					
Plumber II - Journeyman	245					
Technician II —Journeyman—HVAC Chillers	245					
Technician II—Journeyman—HVAC Rooftop	245					
Technician III —HVAC—Energy Management	245					
Technician III—BAS—Energy Management	245					

Technician II – HVAC Chillers, HVAC Rooftops
 Technician III – HVAC Energy MGT, BAS Energy MGT

309		Daily		\$232.86	\$285.86	\$338.86
Asst. Foreperson—Child Nutrition Services	245	245	Days	57,050	70,035	83,021
Asst. Foreperson—Electronic	245					
Asst. Foreperson—Energy Management	245					
Asst. Foreperson—General Maintenance	245					
Asst. Foreperson—HVAC	245					
Asst. Foreperson—Metal Shop	245					
Asst. Foreperson—Paint Shop	245					
Asst. Foreperson—Plumbing	245					
Asst. Foreperson—Safety & Security	245					
Asst. Foreperson—Small Equipment	245					
Asst. Foreperson—Transportation	245					
Assistant Foreperson	245					

Assist Foreperson – Air Handling/Heating/AC, CNS, Electrical, Energy MGT, General Building Maintenance, HVAC Shop (Roofing), Metal Shop, Network SVS, Paint Shop, Plumbing, Small Equipment, Transportation

2020—2021 2021-2022 Campus Administration Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
401			Daily	\$331.41	\$389.42	\$447.42
	Asst Principal – ES	210	210 Days	67,940	79,831	91,722
	Asst Principal – ES – Alice Carlson	215	215 Days	71,254	83,725	96,196
	Asst Principal – ES – *Como, *JT White, *Maude Logan, *Mitchell Blvd.	220	220 Days	72,911	85,672	98,433
402			Daily	\$347.63	\$408.47	\$469.32
	Asst Principal – MS	215	215 Days	74,739	87,821	100,903
	Asst Principal – MS – *Forest Oak, *Glencrest	220	220 Days	76,478	89,864	103,250
403			Daily	\$364.87	\$428.73	\$492.58
	Assoc Principal – HS – IM Terrell	240	215 Days	78,446	92,176	105,906
	Asst Principal – HS	215	220 Days	80,271	94,320	108,369
	Asst Principal – HS – Student Discipline & Placement	220	240 Days	87,568	102,894	118,220
	Dean of Instruction – HS	215, 220				
	Dean of Students – Early College HS	215				
404			Daily	\$395.31	\$473.03	\$550.75
	Principal – ES	220	220 Days	86,969	104,067	121,166
	Principal – ES – *Como, *JT White, *Maude Logan, *Mitchell Blvd, Overton Park	240	240 Days	94,875	113,528	132,181
405			Daily	\$429.13	\$513.50	\$597.86
	Principal – HS Alt – Boulevard Heights /Transition Center	240	220 Days	94,408	112,969	131,530
	Principal – MS Alt	220	240 Days	102,991	123,239	143,487
	Principal – MS – *Forest Oak	240				
	Executive Principal – Rosemont, Western Hills	240				
406			Daily	\$466.05	\$557.68	\$649.31
	Principal – HS	240	240 Days	111,853	133,843	155,834
	Principal Program Administrator – *Metro Opportunity School	240				

* Leadership Academies

2020–2021 2021-2022 Campus-Professional Support Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
601			Daily	\$224.38	\$275.57	\$326.76
	Specialist II—College & Career Readiness	187	187 Days	41,960	51,532	61,104
	Specialist II—Family & Community Outreach	220, 240	210 Days	47,120	57,870	68,620
	Specialist II—Parent Outreach	210	220 Days	49,364	60,626	71,887
	Specialist II—School Outreach	187	240 Days	53,852	66,137	78,422
	Specialist II - Campus	187, 210, 220, 240				
Specialist – Campus (ES, MS, HS), Family & Community Outreach						
602			Daily	\$249.22	\$306.13	\$363.04
	Case Manager – Intervention Services	210	187 Days	46,604	57,247	67,889
	Coordinator II—Home School Program	210	210 Days	52,336	64,288	76,239
	Coordinator II—Social Services	210	240 Days	59,812	73,472	87,131
	JROTC Instructor	260	260 Days	64,797	79,594	94,392
	JROTC Staff	260				
	School Manager (Teacher Manager)- RL Paschal	210				
	Social Worker I	240				
	Speech Language Pathology Assistant (SLP Assistant)	187				
	Coordinator II – INA & Metro/Middle Level	210				
603			Daily	\$280.46	\$344.54	\$408.62
	Analyst – Campus	187, 240	187 Days	52,446	64,429	76,411
	Aspiring Principal Residency	187	193 Days	52,809	54,129	66,496
	Athletic Trainer	202	198 Days	55,531	68,219	80,906
	Digital Literacy Coach	220	202 Days	56,653	69,597	82,540
	Dyslexia Evaluator	210	210 Days	58,897	72,353	85,809
	Dyslexia Specialist	220	220 Days	61,701	75,798	89,896
	Music Therapist	187	240 Days	67,311	82,689	98,068
	Orientation & Mobility Specialist	202				
	Social Worker II	193, 202, 210, 220				
	Specialist—Career Technical Education (CTE)	220				
	Specialist—Classified Learning	240				
	Specialist—Bilingual ESL Program	220				
	Specialist—DAEP—Intervention Specialist	240				
	Specialist—Curriculum Network	220				
	Specialist—Early Learning	220				
	Specialist—Family Resource Center (FRC)	220				
	Specialist—Intervention Services	187, 193, 220, 240				
	Specialist—Postsecondary Success	220				
	Specialist—Pregnancy Services	210				
	Specialist—Reading Interventionist—FWCP	187, 215				

Specialist—Restorative Practices	220
Specialist—Response to Intervention (MTSS)	220
Specialist—Student Success (MTSS)	202
Specialist—Visual / Performing Arts	207
Specialist—Web-Based Learning	220
RW Reading Interventionist	187
School Nurse – Legacy	187
Specialist IV – Intervention	193, 215, 220, 240
Specialist	187, 193, 202, 207, 210, 220, 240

Specialist – Art Ed, Classified Learning, CTE, Curriculum Network, Dyslexia, Early Learning, Instrumental Music, Intervention, IT Digital Literacy, Math Reading Intervention, Multi-tiered System of SPPT, MTSS/RTI, Post-secondary Success, Restorative Practice, Singing/Choral, Social SVS

604		Daily	\$318.20	\$390.81	\$463.42
Assessment Data Analyst (Campus Testing Coordinator)	210	187 Days	59,504	73,082	86,660
Audiologist	210	193 Days	61,413	75,427	89,440
Instructional Coach	193, 210	202 Days	64,277	78,944	93,611
Instructional Specialist—LAN Leadership Academy Network	187	210 Days	66,822	82,070	97,318
Occupational Therapist	202	240 Days	76,368	93,795	111,221
Physical Therapist	202				
School Psychologist (LSSP)	193, 210, 240				
Diagnostic Evaluation Specialist	193, 210, 220, 240				
Speech – Language Pathologist (SLP Speech Therapist)	187, 202, 210				
Instructional Specialist	210				
Specialist – Campus Profession	210				
Success Coach	210				

Instructional Coach – Campus, Core Curriculum DL/ESL, Early Learning, Initiatives, World Language

2020–2021 2021-2022 Technology Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
701			Daily	\$185.81	\$223.45	\$261.09
	Infrastructure Support	240	240 Days	44,595	53,628	62,661
	Specialist I – Customer SVS - DOT	240				
	Specialist I – Technical Support IT	240				
	Technician II – IT School Solutions Customer SVS - DOT	240				
702			Daily	\$208.28	\$250.35	\$292.41
	Documentation Specialist – Instructional Design	240	220 Days	45,822	55,076	64,331
	Network Infrastructure Specialist	240, 245	240 Days	49,987	60,083	70,179
	Specialist II – Tech Ops Support	220, 240	245 Days	51,029	61,335	71,641
	Specialist II – SIS	220				
	Specialist II – Team Lead	240				
	Technician – Transportation Technology	245				
	Technician IV	245				
Specialist – Business Intelligence Dept, Customer SVS – DOT, Network SVS, SIS Support Technician IV – Network SVS						
703			Daily	\$233.13	\$280.36	\$327.59
	Specialist III – 1 to 1 Team Lead	240	220 Days	51,288	61,679	72,070
	Specialist III – Campus Support	240	240 Days	55,950	67,286	78,622
	Specialist III – CTE	240				
	Specialist III – Customer Service	240				
	Specialist III – Legacy	220, 240				
	Specialist III – Technical Liaison (School Solutions)	240				
	Specialist III – SIS Support	220				
	Specialist III – Telecom	240				
Specialist III – Business Intelligence Dept, Customer SVS – DOT, Network SVS, SIS Support						
704			Daily	\$294.82	\$350.64	\$406.47
	Administrator – SSRS	240	240 Days	70,756	84,154	97,552
	Network Security Specialist	240				
	ERP Systems Specialist	240				
	Specialist IV – Child Nutrition Services Systems	240				
	Specialist IV – School Solutions	240				
	Specialist IV – App Develop & Support	240				
	Network Specialist	240				
	Network Security Specialist	240				

Systems Specialist 240
 IT SharePoint Admin 240

IT Specialist IV – Application Develop & Support, CTE, Customer SVS – DOT, Network SVS

705		Daily	\$335.91	\$402.90	\$469.89
Analyst IV	240	240 Days	80,619	96,696	112,773
Analyst IV – Database	240				
Database Administrator	240				
Manager – Help Desk	240				
Customer SVS - DOT					
Network Administrator	240				
Collaboration Engineer	240				
Network Engineer	240				
Net Programmer DOT NET Programmer	240				
Security Analyst Network	240				
Sr. Net Programmer	240				

706		Daily	\$361.80	\$433.79	\$505.78
IT Coordinator V – Educational Technology	240	240 Days	86,831	104,109	121,388
Sr. Database Developer – Senior	240				
Director – Student Records/PEIMS	240				
Manager – Infrastructure	240				
Network Programmer – Senior	240				
Project Manager	240				
Sr. Senior Network Engineer	240				
Sr. Senior Network Systems Administrator	240				
Manager – Network SVS	240				
Director – Business Intelligence Dept	240				
Cyber Security Engineer	240				

Coordinator V – Division of Technology, Instructional Technology

707		Daily	\$387.20	\$464.25	\$541.31
Manager – Application Support	240	240 Days	92,928	111,421	129,914
Manager – Campus Support	240				
Manager – Cybersecurity Engineer	240				
Manager – Special Population Software Support	240				
Network Architect	240				
Manager	240				

Manager – App Develop & Support, Customer SVS – DOT, Network SVS

708		Daily	\$410.42	\$492.11	\$573.79
Business Intelligence	240	240 Days	98,502	118,106	137,709
Director – Information Services	240				
Director – Educational Tech. Professional Development	240				

Director—Network Services	240
Director—Registrar/School-Software Support	240
Director—Student Information	240
Director—Technology Planning & Management	240
Director—Division of Technology	240
Director	240

Director – App Develop & Support, Business Intelligence Dept, Division of Technology, Instructional Technology, Network SVS

709		Daily	\$461.64	\$557.70	\$653.77
Exec-Director—Application Development	240	240 Days	110,794	133,849	156,904
Exec-Director—Customer Services	240				
Exec-Director—Network Services	240				
Executive Director	240				

Executive Director – App Develop & Support, Customer SVS – DOT, Network SVS

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2020–2021 2021-2022 Business & Operations Compensation Plan

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
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801			Daily	\$199.83	\$240.69	\$281.54
	Analyst I – Budget – Innovation	240	240 Days	47,959	57,765	67,571
	Analyst I – Budget & Grants – Special Ed	240				
	Analyst I – Energy Management	240				
	Buyer	240				
	Coordinator - Legal	240				
	Sr. Advisor	240				
	Public Information Coordinator	240				
	Specialist I – Office of Professional Standards	240				
	Specialist I – CIP Acct/Record	240				
	Specialist II – Benefits	240				
	Specialist II – Research	240				

Analyst – CTE, Energy MGT, Spec Ed Budget & Grants

Sr. Advisor – HCM Employee Relations/Staffing

Specialist I – Capital Improvement Project, HCM Employee Relations

Specialist II – Accountability/Data Qlty, Benefits

802			Daily	\$215.82	\$261.71	\$307.60
	Compliance Analyst	240	240 Days	51,796	62,810	73,823
	Coordinator II – Internal Communications	240	245 Days	52,875	64,118	75,361
	Coordinator II – Budget HUB CIP	240				
	Specialist III – Assessment – ADQ	240				
	Specialist III – Data Reporting – ADQ	240				
	Specialist III – Project Development	240				
	Specialist III – Student Engagement	240				
	Supervisor II – Central Calling	240				
	Supervisor II – Custodial	245				
	Trainer IV – Dietitian	240				
	Payroll Analyst II	240				
	Dietitian	240				
	Trainer	240				
	IT Warehouse	240				
	Supervisor	240				

Coordinator II – Capital Improvement Project, Communications

Specialist III – Accountability/Data Qlty, Metro Opportunity School

Supervisor II – Custodial, HCM Central Calling

Trainer – App Develop & Support

803		Daily	\$255.23	\$309.53	\$363.82
Accountant	240	193 Days	49,260	59,738	70,217
Analyst III – Compensation	240	220 Days	56,152	68,096	80,040
Analyst III – Data Quality – Payroll	240	240 Days	61,256	74,286	87,316
Analyst III – P-Card/Purchasing	240	245 Days	62,532	75,834	89,135
Coordinator II – Textbooks	245				
Coordinator III – Branding	240				
Coordinator III – Board Services	240				
Coordinator III – Community & Strategic Partnerships	240				
Coordinator III – Customer Service – Transportation	240				
Coordinator III – Employee Records	240				
Coordinator III – District Operations	240				
Coordinator III – District Records Management	240				
Coordinator III – Medicaid/SHARS	240				
Coordinator III – Office of Professional Standards	240				
Coordinator III – Safety & Security	240				
Coordinator III – Social Media	240				
Coordinator III – Web Communications	240				
Editor/Photographer	240				
Foreperson – Automotive Fleet	245				
Foreperson – Maintenance	245				
Foreperson – Safety & Security	245				
Foreperson – Transportation Fleet	245				
Foreperson – Warehouse	245				
Internal Auditor	240				
Investigator – Office of Professional Standards	240				
Purchasing/Contract Agent – CIP	240				
Sr Buyer	240				
Senior Buyer – HUB Analyst	240				
Specialist IV – Environment/Asbestos	240				
Specialist IV – Family Communications	220				
Specialist IV – Parents as Teachers	240				
Specialist IV – Safety & Security (Area Advisor)	193, 220, 240				
Specialist IV – Volunteers Coord. – Family Comm.	240				
Supervisor III – Campus Safety	240				
Supervisor III – Child Nutrition Services	220				

Analyst III – Compensation/Business MGT, Management & Budget, Payroll, Purchasing	
Coordinator II – Warehouse & Textbooks	
Coordinator III – Board of Education, Communications, Community & Strategic Partners, Controller’s Office Dept of Admin SVS, Division of District Ops, Employee Records, Office of Professional Standards, Safety & Security, Transportation	
Foreperson – Air Handling/Heating/AC, Auto Shop, CNS, Electrical, Energy MGT, General Building Maintenance, Grounds & Landscaping, HVAC Shop (Roofing), Network SVS, Paint Shop, Plumbing, Transportation, Warehouse	
Specialist IV – Asbestos, Family Communications Dept, Network SVS, Parent Partnerships, Safety & Security	
Supervisor III – CNS, Safety & Security	342

804		Daily	\$277.00	\$334.97	\$392.93
Analyst IV –Budget/PC	240	198 Days	54,845	66,323	77,801
Analyst IV – Compensation	240	205 Days	56,784	68,668	80,552
Coordinator IV –Business Ops – TTIPS	240	240 Days	66,479	80,392	94,304
Coordinator IV – Chief	240				
Coordinator IV – CIP	240				
Coordinator IV – Communications	240				
Coordinator IV – Gifted & Talented Education	240				
Coordinator IV – HCM	240				
Coordinator IV – Innovation & Excellence	240				
Coordinator IV – Operations Management	240				
Coordinator IV – Payroll	240				
Coordinator IV – Prof. Learning & Innovation	240				
Manager I – Special Ed Budget & Grants	240				
Manager I – Transportation	240				
Manager I – Transactional Team	240				
Sr Senior Accountant	240				
Sr Senior Compliance Analyst	240				
Sr Senior Internal Auditor	240				
Specialist V – Accountability & Data Quality	240				
Specialist V – Accounting	240				
Specialist V – Data Analytics	240				
Specialist V – Data Reporting	240				
Specialist V – Equity & Professional Learning	240				
Specialist V – Prof. Learning & Innovation	240				
Specialist V – Sr. Project Development	240				
Supervisor III – Accounts Payable	240				
Supervisor IV – Transportation Planning	240				
Paralegal	240				

Analyst IV – Compensation/Business MGT

Coordinator IV – Academics, Business & Financial SVS, Capital Improvement Project, Chief of Student & School Support, Communications, Dept of Admin SVS, Equity & Excellence, HCM Employee Records/Staffing, Payroll, Policy & Planning, Professional Learning & Innovation

Manager I – Transportation

Specialist V – Accountability/Data Qlty, Accounting, Equity & Excellence, Management & Budget, Professional Learning & Innovation

Supervisor III – Accounts Payable

Supervisor IV - Transportation

805		Daily	\$299.16	\$362.79	\$426.42	
Coordinator V – Arts & Community Partnerships	240	240	Days	71,798	87,069	102,341
Coordinator V – Assessment – ADQ	240					
Coordinator V – Communications	240					
Coordinator V – Program Monitoring & Compliance	240					
Coordinator V – Research Evaluation – ADQ	240					
Coordinator V – Vision Health Partnerships	240					
Director I – Adult Education	240					
Director I – Facilities	240					
Director I – Law Enforcement	240					
Director II – Board Policy, Governance, & Strategic Sppt	240					
Executive Assistant to Superintendent	240					
Sr Consultant	240					
Sr HR Business Partner	240					

Coordinator V – Accountability/Data Qlty, Communications, Early Learning, Grants Compliance & Monitoring, Policy & Planning, Student Support SVS

Director I – Dept of Admin SVS, Maintenance, Safety & Security

Director II – Strategic Planning

806		Daily	\$350.74	\$431.22	\$511.70	
Assistant Controller	240	240	Days	84,179	103,494	122,809
Assistant Director – Child Nutrition Services	240					
Assistant Director – Compliance – Child Nutrition Svcs	240					
Assistant Director – Transportation	240					
Director II – Assessment & Accountability – ADQ	240					
Director II – Benefits	240					
Director II – Community & Strategic Partnerships	240					
Director II – Communications	240					
Director II – Creative Communications	240					
Director II – Dyslexia	240					
Director II – Employee Relations	240					
Director II – Environment	240					
Director II – Federal Programs	240					
Director II – Maintenance Central	240					
Director II – Maintenance Project	240					
Director II – Office of Professional Standards	240					
Director II – Payroll	240					
Director II – Program Monitoring & Compliance	240					
Director II – Research & Evaluation – ADQ	240					
Director II – Risk Management	240					
Director II – Staffing	240					
Manager II – Budget Management	240					
Manager II – CIP Program Control	240					
Manager II – Compensation	240					

Manager II—Internal Audit	240
Manager II—Purchasing	240
Manager III —CIP Safety/Construction	240
Treasurer	240

Manager II – Capital Improvement Project, Compensation/Business MGT, Internal Audit, Management & Budget, Purchasing

Manager III – Capital Improvement Project

Assist Director – CNS, Transportation

Director II – Accountability/Data Qlty, Benefits, Communications, Community & Strategic Partners, District Ops, Grants Compliance & Monitoring, HCM Admin/Employee Relations/Staffing, Office of Professional Standards, Payroll

807		Daily	\$405.96	\$493.70	\$581.44
Chief – Internal Audit	240	240 Days	97,431	118,489	139,546
Exec Director – Safety & Security	240				
Exec Director – Communications	240				
Exec Director – Program Monitoring & Compliance	240				
Exec Director – HCM Sel/Ret	240				
Exec Director – HCM Talent/Dev.	240				
Exec Director – Payroll, Benefits, & Risk Mgt.	240				
Exec Director – Purchasing	240				
Manager III – Business Operations	240				
Manager III – CIP Safety	240				
Manager III – Design – CIP	240				
Staff Attorney	240				

Manager III – Division of District Ops, Risk Management

Executive Director – Communications, HCM Admin, Purchasing, Safety & Security

808		Daily	\$478.71	\$582.20	\$685.70
Controller	240	240 Days	114,890	139,729	164,567
Director III – Child Nutrition Services	240				
Director III – Compensation & Employee Records	240				
Director III – Transportation	240				
Director III – UIL & Title IX Compliance	240				
General Manager – Maintenance & Operations	240				
Executive Director – UIL & Title IX Compliance	240				

Director III – Compensation/Business MGT, Dept of Admin SVS, Transportation

809		Daily	\$496.77	\$600.71	\$704.66
Senior Counsel	240	240 Days	119,225	144,171	169,118

2020–2021 2021-2022 Instructional Programs Exempt Compensation Plan

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
901			Daily	\$206.51	\$251.92	\$297.34
	Coordinator I – FW-After-School	220, 240	210 Days	43,366	52,904	62,442
	Coordinator II – Translator – Bilingual-ESL	240	220 Days	45,431	55,423	65,415
	Coordinator II – Instructional Support – Adult Education	240	240 Days	49,562	60,462	71,362
	Coordinator II – Migrant & EL Retention & Achievement	240				
	Specialist II – Homeless Liaison	220, 240				
	Supervisor I – Special Education	240				
	Supervisor I – Student Placement	240				
<p>Coordinator I – After School Programs</p> <p>Coordinator II – Bilingual/ESL</p> <p>Specialist II – Adult Ed, After School Programs, SSS Spec Programs</p> <p>Supervisor I – Spec Ed, Student Placement Center</p>						
902			Daily	\$239.27	\$290.17	\$341.07
	Coordinator III – Academics-Special Projects	215, 220, 240	187 Days	44,743	54,261	63,780
	Coordinator II – BTAP	220	193 Days	46,178	56,002	65,826
	Coordinator III – Family Resource Center	240	215 Days	51,442	62,386	73,330
	Coordinator III – Student Dev. & Acceleration – YWLA	215	220 Days	52,638	63,837	75,035
	English Learner Home Liaison Counselor (EL) Home Liaison Counselor	220	240 Days	57,424	69,640	81,857
	Hearing Officer	193, 240				
	Specialist IV – Attendance Control	187, 220				
	Specialist – AVID Program	220				
	Specialist – Collegiate Testing & Compliance	220				
	Specialist – Student Engagement & School Completion	187				
	Rainwater Support Specialist	215				
	Trauma Specialist	220				
	Rainwater Program Specialist IV	193, 215				
	Reading Interventionist	187				
<p>Coordinator III – Academics, Adult Ed, After School Programs, Bilingual/ESL, Family Community Resource, Young Women’s Leadership Academy</p> <p>Coordinator II – Bilingual/ESL</p> <p>Specialist IV – Attendance Control, Guidance & Counseling, Prevention & Crisis Response</p>						
903			Daily	\$285.71	\$346.50	\$407.29
	Coordinator IV – AAH	210, 220, 240	210 Days	59,999	72,764	85,530
	Coordinator IV – Academic Advisement	240	220 Days	62,856	76,229	89,603
	Coordinator IV – Academics	346 240	240 Days	68,570	83,159	97,749

Coordinator IV—Bilingual-ESL	240
Coordinator IV—Child-Find	240
Coordinator IV—Collegiate Programming	240
Coordinator IV—CTE	240
Coordinator IV—Early College Programs	240
Coordinator IV—Health for Teens	240
Coordinator IV—Innovation & Transformation	240
Coordinator IV—Instructional Coaching	240
Coordinator IV—Library Media	240
Coordinator IV—Special Ed	240
Coordinator IV—STEM	240
Manager – Family & Community Partnerships	220
Nurse Specialist	240
Specialist V	240

Coordinator IV – Academic Advisement, Academics, Bilingual/ESL, CTE, Child Find, Health & Physical Ed, Instructional Initiative, Office of Innovation, Spec Ed, SSS Spec Programs

Specialist V – Health SVS

904		Daily	\$331.80	\$402.38	\$472.97
Asst. Director –Athletics	240	197 Days	65,365	79,270	93,174
Asst. Director –Special Ed	240	215 Days	71,338	86,513	101,688
Asst. Director –Student Discipline & Placement	240	220 Days	72,997	88,525	104,052
Asst. Director –Student Engagement & Completion	240	240 Days	79,633	96,572	113,512
Athletic Coordinator –District	197				
Coordinator V –Choice Programs	215, 220, 240				
Coordinator V –Core Curriculum K-12	220				
Coordinator V –Eastside Alliance Cmnty Partnership	215				
Coordinator V –Historic Stop Six Initiative	220				
Coordinator V –Parents as Teachers	240				
Coordinator V –Performing Arts Center	220				
Coordinator V –Restorative Practices	240				
Director I –Adolescent Pregnancy	240				
Director I –Family Resource	240				
Director I –Student Placement	240				
Director I –Curriculum	240				
Director I –Early Learning PK-2nd	240				
Director I –Gifted & Talented Education Services	240				
Director I –Strategic School Design & Support	240				
Director I –World Languages	240				
Director –Dance & Theatre	240				
Director II –Choral Music	240				
Director II –Crisis Response & Prevention	240				
Director II –Health & PE	240				
Director II –Instrumental Music	240				
Director II –PK-12 SCI-STM	240				

Director II – PK-12 SS	240
Director II – Secondary Lit.	240
Director II – Secondary Math Lit.	240
Director II – Visual Art Education	240
Coordinator – Core C&I	240

Assist Director – Athletics, Regional School Day, Spec Ed, Student Discipline & Placement, Student Engagement & Completion

Coordinator V - Academic Advisement, Eastside Alliance Community Partnership, Fort Worth Children Partnership, Historic Stop Six, IM Terrell, Literacy/Content Area Literacy, Mathematics, Office of Innovation, Parent Partnerships, Restorative Practices, Science, Social Studies, Teaching & Learning

Director I - Academics, Adolescent Pregnancy, Adult Ed, Early Learning, Family Community Resource, Fine Arts, Multilingual, Office of Innovation, Professional Learning & Innovation, Student Placement Center

Director II – Art Ed, Choral Music, Health & Physical Ed, Instrumental Music, Prevention & Crisis Response

905		Daily	\$364.97	\$447.83	\$530.68
Director II – Athletics	240	240 Days	87,593	107,479	127,364
Director II – Bilingual-ESL	240				
Director II – Eastside Alliance Community Partnership	240				
Director II – Family Communications	240				
Director II – FW After School	240				
Director II – FWCP	240				
Director II – Guidance	240				
Director II – Health Services	240				
Director II – Historic Stop Six Initiative	240				
Director II – Intervention	240				
Director II – JROTC	260				
Director II – Library Media	240				
Director II – Psychological Services	240				
Director II – Special-Ed	240				
Director II – Special Programs	240				
Director II – Student Discipline	240				
Director II – Student Engagement & Completion	240				

Director II – After School Programs, Athletics, Dyslexia, Eastside Alliance Community Partnership, Family Communication Dept, Fort Worth Children Partnership, Guidance & Counseling, Health SVS, Historic Stop Six, Instructional Initiative, Intervention, JROTC, Library Media SVS, Psychological SVS, Spec Ed, SSS Spec Programs, Student Engagement & Completion

906		Daily	\$419.73	\$515.01	\$610.29
Exec Director – Bilingual-ESL Programs	240	240 Days	100,735	123,601	146,468
Exec Director – Career & Technical Education	240				
Exec Director – Choice & Enrichment Programming	240				
Exec Director – Classified Learning	240				
Exec Director – Collegiate Programming	240				
Exec Director – Community Collaborations & Initiatives	240				
Exec Director – Core Content – Academics	240				
Exec Director – Early Academic Success & Acceleration	240				

Exec-Director – Equity & Professional Learning	240
Exec-Director – Personalized Learning & Enrichment	240
Exec-Director – School & Ext'l Partnership Dev. (SEPD)	240
Exec-Director – Special Education	240
Exec-Director – Teacher Learning & Improvement	240
Exec-Director – Visual & Performing Arts	240

Executive Director – Academic Advisement, Bilingual/ESL, CTE, Classified Learning, Early Learning, Equity & Excellence, Fine Arts, Office of Innovation, Parent Partnerships, Professional Learning & Innovation, Social Studies, Spec Ed

907		Daily	\$472.39	\$581.28	\$690.18
Director III – New Teacher Induction	240	240 Days	113,373	139,508	165,643
Exec Director – Athletics	240				
Exec-Director – Core Content – Academics	240				
Exec-Director – Innovation & Transformation	240				
Exec-Director – Instructional Initiatives	240				
Exec-Director – Personalized Learning & Enrichment	240				
Exec-Director – Student & School Support	240				

Director III – Instructional Initiative

Executive Director – Athletics, Chief of Student & School Support, Health SVS, Instructional Initiative, Literacy/Content Area Literacy, Mathematics, Office of Innovation

2020—2021 2021-2022 Executives Compensation Plan

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
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EE1			Daily	\$515.09	\$637.45	\$759.80
	Asst. Superintendent — Educational Technology	240	240 Days	123,622	152,987	182,353
	Asst. Superintendent —Specialized Academic Support Services	240				
	Asst. Superintendent —Student Support Services	240				
	Asst. Superintendent —Teaching & Learning	240				
	Senior Communications Officer	240				
	Senior Officer —Budget & Finance	240				
	Senior Officer —Grants & Development	240				
	Senior Officer —Operations Management	240				
	Senior Officer —Payroll, Benefits, & Risk Management	240				
	Senior Officer —Technology	240				

Assist Superintendent – Instructional Technology, Spec Ed, Student Support SVS, Teaching & Learning

Sr Officer – Communication, Division of Technology, Grants & Development, Management & Budget, Ops Management, Payroll

EE2			Daily	\$609.19	\$756.07	\$902.95
	Assoc. Superintendent — Assessment & Accountability	240	240 Days	146,205	181,457	216,709
	Chief —Academic Officer	240				
	Chief —Capital Improvement Program	240				
	Chief —District Operations	240				
	Chief —Equity & Excellence	240				
	Chief —Financial Officer	240				
	Chief —Innovation Officer	240				
	Chief —Legal Services	240				
	Chief —Student & School Support	240				
	Chief —Talent Officer	240				
	Chief —Technology Officer	240				

Assoc Superintendent – Accountability/Data Qlty

Chief – Academics, Business & Financial SVS, Capital Improvement Project, Chief of Student & School Support, Dept Of Admin SVS, Division of District Ops, Division of Technology, Equity & Excellence, HCM Admin, Office of Innovation

EE3			Daily	\$745.15	\$908.73	\$1,072.30
	Deputy Superintendent	240	240 Days	178,837	218,095	257,353

Section V

Supplemental Pay Schedules (Stipends)

Supplemental pay (stipends) represents remuneration in addition to, but separate from, regular base salary, and includes assignment stipends, coaching stipends, auto and cell phone allowances, and others as identified. **Supplemental pay is authorized on a year-to-year basis and is not to be considered a property right.** Supplemental pay will be discontinued upon cessation of assignment or upon the occurrence of an event which otherwise causes the employee to be ineligible to receive the supplemental pay.

Stipends or supplemental pay not described in this section of the handbook must be verified and approved by Compensation before submitting to Payroll for processing. All unapproved rates submitted without approval will be adjusted by Payroll and/or Compensation, at the approved rate on record. All approvals require the signature of the appropriate Leadership Team member.

Also, please note that some stipends are dependent upon the employee meeting professional development and/or other job-specific requirements. Failure to meet those requirements will cause the employee to be ineligible to receive the stipend.

Employees paid from grant funds will be paid in accordance with the approved rates in this handbook, regardless of what may be allowable in the grant.

Academic Coaches Evaluation

Each academic coach shall be evaluated in writing by the principal. An academic coach will not be permitted to continue performing the function of this position or receive compensation for this position if the coach's performance is not completely satisfactory as evidenced by the annual evaluation. For additional information please contact the appropriate Program Director.

Pay Code		Annual Amt.
	Coordinator, Academic	\$ 1800
687	Coordinator, UIL Campus High School	1000
687	Coordinator, UIL Campus Middle School	600
	Sponsor, Citizen Bee	450
	Sponsor, Current Event	180
	Sponsor, Math Club	375
	Sponsor, Science Club	375
	Sponsor, UV4C (high school)	375
687	UIL Cross Examination Debate Coach	725
687	UIL Lincoln Douglas Debate Coach	725
687	UIL Non-athletic Event Coach/High School (exclude One-Act Play, LD Cross-X Debate)	450
541	Whiz Quiz High School Sponsor (one sponsor) – see program guidelines for info.	\$ 800 max.
541	Whiz Quiz High School Sponsor (co-sponsors) – see program guidelines for info.	\$ 750/each
541	Whiz Quiz Middle School Sponsor (one sponsor) – see program guidelines for info.	\$ 750 max.
541	Whiz Quiz Middle School Sponsor (co-sponsors) – see program guidelines for info.	\$ 650/each
541	Whiz Quiz/UIL Judge (degreed/certified – <i>per event</i>)	\$ 50
541	Whiz Quiz/UIL Judge (non-degreed/not certified – <i>per event</i>)	25

- **Stipends may be combined pending program requirements**
- **Stipends are contingent upon fulfillment of departmental requirements** (see Prog. Dir.)

Additional Job Responsibilities

Employee job responsibilities are subject to change at any time to meet the needs of the District. Such changes do not necessarily warrant a change in salary (see **Section I** for more information on what constitutes a promotion, demotion, or lateral move for salary purposes). Exceptions to this rule require the approval of the Superintendent or appropriate Leadership Team member with amounts being determined by the Compensation Department.

Athletic Coaches Stipends

Coaches are expected to do the job for which they are employed. However, for the purpose of clarifying the minimum number of regular working days for coaches, the following will be used:

1. All middle and high school coaches will attend in-service (coach's) activities as scheduled.
2. Coaches assisting with football and volleyball will report for duty as stipulated by the head coach of their assigned school or feeder high school. There will be times during the school year, after completion of the season and during summer, when coaches may be assigned duties by their head coach or principal. These duties will fall within the realm of their responsibility as a coach at FWISD.
3. Middle school and high school coaches will work with their feeder schools as follows:
 - a. Report for meetings and workouts as stipulated by the head coach;
 - b. Scout for the high school as assigned by the head coach.
4. Special meetings, in-service training, and special demands of the job may require a coach to occasionally work extra days.

Athletic stipends are paid on a 12-month basis - September through August

For additional information please call Athletics at 817/871-3273.

Pay Code	Athletic Stipend (Other)	Annual Rate
601	Athletic Trainer	6500
623	Defensive Coordinator – Football (one stipend only)	8200
645	Offensive Coordinator – Football (one stipend only)	8200

Pay Code	Head Coach for High School	Annual Rate
625	Head Baseball	\$ 7000
626 / 627	Head Basketball	9000
628	Head Cross Country	5000
629	Head Football	12000
630	Head Golf	6000
632	Head Golf – Spring	3000
647	Head Powerlifting (Campus-Based Activity)	3300
633 / 634	Head Soccer	6000
635	Head Softball	7000
636	Head Swimming	6000
637	Head Tennis	6000
639	Head Tennis – Semester	3000
640 / 641	Head Track	5000
642	Head Volleyball	6000
643	Head Wrestling	5500

Pay Code	Assistant Coach for High School	Annual Rate
605	Assistant Baseball	\$ 4000
606 / 607	Assistant Basketball	4000
609	Assistant Cross Country	2500
610	Assistant Football	6800
611	Assistant Golf	2800
646	Assistant Powerlifting	2200
612 / 613	Assistant Soccer	4000
614	Assistant Softball	4000
615	Assistant Swimming	1600
617	Assistant Tennis	2000
618 / 619	Assistant Track	4000
620	Assistant Volleyball	5500
621	Assistant Wrestling	2000

Pay Code	Coach for Middle School	Annual Rate
649 / 650	Basketball	2000
651	Cross Country	2000
653	Football	2700
656 / 657	Soccer	2000
660 / 661	Track	2000
662	Volleyball	2550

Pay Code	Cheerleading / Drill Team	Annual Rate
624	Assistant Cheerleading	\$ 2000
622	Head Cheerleading	5000
652	MS Cheerleading Sponsor	1500
670	Head Drill Team	6300

Auto Allowance

The auto allowance is designed to compensate employees who travel on District business. The following positions are approved to receive a one-twelfth of the annual amount indicated.

Pay Code	Position	Annual Rate
410	Assistant Director – Athletics / Facilities Manager – Athletics	\$ 2160
411	Senior Counsel	2246
410	Director – After School Program	2160
410	Director – Athletics	2160
410	Director – Facilities and Planning	2160
412	Executive Director – School Leadership	3510
413	Division Chief	4500
412	Executive Director / Asst. Supt. / Assoc. Supt. / Senior Officer	3510
409	Superintendent	per contract

Bilingual Stipends

These stipends are designed to compensate employees who provide bilingual services to students and/or departments. For additional information call Human Capital Management at **817/814-2256**.

STIPENDS PROCESSED BY COMPENSATION

Pay Code	Position	Annual Rate
503	Secretary/Clerk, Bilingual <i>(must pass proficiency exam)</i>	450

Bilingual / ESL Education Stipends

These stipends (amounts vary) are designed to compensate teachers who provide Bilingual / ESL services to students. The criteria for stipend eligibility are designated by the Bilingual ESL Department for each position. For additional information call Bilingual / ESL at **817/814-2414**.

STIPENDS PROCESSED BY BILINGUAL/ESL

Pay Code	Position	Annual Rate
766	Language Center Team Leader (Secondary)	1125
763	Teacher, Elementary DLI - Bilingual	4000
764	Teacher, Elementary DLI - ESL	450
767	Teacher, Elementary ESL Only	450
768	Teacher, Language Center	900
767	Teacher, Transition ESL (Secondary)	450

Cell Phone Allowance

This rate is designed to compensate certain District personnel (listed below) to cover cellular phone expenses when used for the District. For additional approvals or information please contact your Leadership Team member.

Pay Code	Position	Annual Rate
415	All Managerial Staff	\$ 480
417	Division Chiefs / Senior Counsel	720
416	Other Executive Staff / Senior Staff	600
415	Principals	480

Career & Technical Education (CTE)

Agriculture Stipend -- This rate is designed to compensate CTE Agriculture teachers for working extended hours to manage and maintain the District barn, campus greenhouse, and for additional duties and responsibilities assigned by Career & Technical Education Department.

Campus Liaison Stipend -- This rate is designed to compensate CTE teachers for serving as department heads over CTE teachers and for performing additional duties and responsibilities assigned by Career & Technical Education.

These CTE stipends are contingent upon fulfillment of department requirements. For additional information, call Career & Technical Education at (817) 814-1530.

Pay Code	Position	Annual Rate
550	CTE Agriculture Teachers	\$ 5,000
508	CTE Campus Liaison	1,350

Deaf Education Interpreter Stipend

For additional information please call Special Education at **817/814-2923**.

Pay Code	Certification Achieved (Board for Evaluation of Interpreters)	Annual Rate
529	Level I or Basic	\$ 900
530	Level II	1,800
531	Level III or higher; Advanced or higher (Effective with the 2013-2014 school year)	2,700

Doctorate Stipend (Pay Code 537)

Professional employees (not including teachers, librarians, counselors, and nurses) up to and including directors with a doctorate degree from an accredited institution will receive a \$540 annual stipend. Teachers, librarians, counselors, and nurses are paid on salary schedules that provide a separate pay lane for those with doctorate degrees. Therefore, they are not eligible to receive a separate doctorate stipend since their base pay includes compensation for the doctorate degree.

Enrollment Stipend

This stipend is for PRINCIPALS ONLY. For additional information please contact Compensation at **817/814-2080**.

Pay Code	Enrollment Count	Elementary	Middle	High
593	1801 – +	X	X	\$ 1800
592	1200 – 1800	X	X	900
594	901 – +	\$ 2700	\$ 2700	X
593	701 – 900	1800	1800	X
592	350 – 700	900	900	X

Exempt Employees

Unless authorized in this section, exempt employees are not eligible for extra duty or additional pay for job-related or campus/department-related work.

JROTC / JCC Stipend

This stipend (amounts vary) is designed to compensate middle school JCC teachers, high school JROTC instructors and JROTC staff for extracurricular duties, community service events and service learning projects. For additional information please call **817/815-7350**.

Pay Code	Position	Annual Rate
507	Teacher, Junior Cadet Corp (JCC) Middle School	\$ 2880
510	JROTC Instructors and JROTC Staff	3420

Leadership Academy Stipends

This stipend is only for campuses designated as Leadership Academies. (Como ES, JT White ES, Maude Logan ES, Mitchell Blvd. ES, Forest Oak MS, Glencrest 6th). Stipend will be paid out in 2 installments. For additional information please call **817/814-1701** contact **Bethany Mulligan, TCU** at **817/531-4216**.

Pay Code	Position	Annual Rate
820	Administrative Associate	\$ 1,000
821	Assistant Principal	8,000
822	Attendance Clerk	600
823	Campus Monitor	600
824	Counselor	4,000
825	Custodian	600
826	Data Analyst	4,000
827	Data Clerk	600
828	Instructional Specialist/Coach	6,000
829	Intervention Specialist	4,000
830	Librarian	4,000
831	Nurse	4,000
832	Nutrition Worker	4,000
833	Parent Educator	600
834	Parent Liaison	600
835	Principal	8,000
836	Teacher	4,000
837	Teacher Assistant	1,000

*Stipend payouts are budget-dependent and subject to change based upon budgetary constraints. *

Language Proficiency Assessment Committee (LPAC)

The LPAC stipend applies to non-administrators who are designated as the LPAC Chairperson and complete all duties and responsibilities as assigned in the District LPAC manual. The stipend is paid annually up to \$1300 per year. For additional information please call **817/815-7700**.

Maintenance Department Stipend

Night Stipend

Every full-time, 8 hour per day auxiliary employee in a manual trade's classification who works a continuous 8-hour shift, which ends at or after 7:00 p.m., will be paid a night stipend for the entire shift. For additional information please call **817/871-3300**.

Pay Code		Frequency	Amount
427	Substitute Lead Mechanic (Acting – current employee)	Per Day	\$ 18.00
501	Substitute Head Custodian (Acting – current employee)	Per Day	16.00
502	Hourly Employee – Night Shift (Custodians)	Per Year	420.00

Math Stipend

The math stipend is designed to attract and retain highly qualified math teachers. Secondary personnel must comply with criteria to earn this pay. For additional information call **817/814-2540**.

Pay Code		Amount
569	Teacher, Secondary Math (campus based – one-time payment)	\$ 1800
566	Mathematics and Innovation Coordinator	2700

Mileage Reimbursement

District employees who are not eligible for the auto allowance stipend, must complete a mileage reimbursement form to be compensated for travel within the DFW Metroplex on District business when using their personal vehicle. Employees in this category will be reimbursed based on the mileage rate from the Internal Revenue Service which is updated annually. For additional information please call **817/814-2200**.

Miscellaneous

These rates are paid in 12 monthly payments from September through August of each year. For additional information call Compensation at **817/814-2080**.

Pay Code	Position	Annual Rate	Daily Rate	Hourly Rate
561	Curriculum Network Specialist	\$ 1500		
512	Counselor, Lead	450		
509	Library Clerk (Dual Sites)	700		
591	Lead Parent Educator	2700		

These rates are not coordinated by Compensation and may be paid in different schedules. For additional information please call the phone numbers listed below.

Pay Code	Position	Contact	Annual Rate	Daily Rate
552	Coordinator, AVID	817- 814- 2580	\$ 1800	
778	Coordinator, Technology Liaison	817- 814- 3100	900	
562	Teacher, Bridge (Elementary Schools)	817- 814- 2341	675	
588	New Teacher Workshop	817- 814- 3401		\$ 60
589	New Teacher Mentor (rate per employee mentored)	817- 814- 3401	TBD	

Performing Arts Stipend

These stipends are designed to compensate teachers providing services to the performing arts program. These stipends are contingent upon fulfillment of department requirements. For additional information please contact the Executive Director at **817/814-2620**.

Pay Code	Position	Annual Rate
684	High School Assistant Band Director	\$ 6500
692	High School Assistant Theatre Director	3500
680	High School Assistant Choral	3500
678	High School Choral Director	7000
695	High School Dance Director	4500
676	High School Head Band Director	9500
674	High School Jazz Band Director	5500
675	High School Mariachi Director	7000
667	High School Mariachi Director (supplement to other duties)	2150
673	High School Orchestra Director	4500
691	High School Theatre Director	5000
677	Middle School Assistant Band Director	4200
679	Middle School Choral Director	3000
696	Middle School Dance Director	1800

672	Middle School Head Band Director	6500
685	Middle School Orchestra Director	3000
697	Middle School Mariachi Director	3000
698	Middle School Mariachi Director (supplement to other duties)	1500
693	Middle School Theatre Director	2200
686	Middle School/High School Orchestra School Director (conducts both MS & HS)	3750
699	Sixth Grade Assistant Band Director	1500
681	Sixth Grade Choral Director	1500
671	Sixth Grade Head Band Director	2500
682	Sixth Grade Orchestra Director	1500
694	Elementary Theatre Director	825

Science Stipend

The science stipend is designed to attract and retain highly qualified science teachers. Secondary personnel must comply with criteria to earn this pay. For additional information please call **817/814-2600**.

Pay Code	Position	Annual Rate
488	Teacher, Secondary Science (campus based – one-time payment)	\$ 1800
566	Coordinator	2700

Special Education Stipend

These stipends are designed to attract and retain qualified teachers and paraprofessionals for special education positions and provide special services to students and/or departments. For additional information please call **817/814-2834**.

Pay Code	Position	Annual Rate
524	Assistant, Special Education Intensive	\$ 1350
526	Assistant, Special Education Regular	450
525	Teacher, Special Education Intensive	1350
523	Teacher, Special Education Regular	450

Teacher Assistant Education Stipend (annual)

These stipends are designed to compensate teacher assistants and program assistants for achieving higher education and providing campus-based instruction to students. College transcripts are required for verification and should be submitted to Employee Records. For information please call **817/814-2080**.

Pay Code	Degree	Annual Rate
536	Associates Degree	\$ 450
535	Bachelor's Degree (or higher)	600

Section VI

Supplemental Pay Schedules (Substitutes, Summer & Hourly Rates)

Stipends or supplemental pay not described in this section of the handbook must be verified and approved by Compensation before submitting to Payroll for processing. All unapproved rates submitted will be deleted or adjusted by Payroll and/or Compensation. Exceptions will require the approval of the Superintendent or Leadership Team-level designee.

Employees paid from grant funds will be paid in accordance with the approved rates in this handbook, regardless of what may be allowable in the grant.

Facility Worker Rates

Football (Central Site)	
Manager	\$ 85.00
Video Director	75.00
Video Crew	65.00
Ticket Seller	45.00
Ticket Taker	40.00
Press Box	40.00
Elevator	45.00
Score Clock	45.00
Announcer	65.00
Field Gate	45.00
Down Box	50.00
Chain Crew	50.00
Clock (25 Second)	40.00

Basketball (Central Site)	1 Game	2 Games	3 Games
Manager / WGAC / BFH	50.00	60.00	70.00
Ticket Seller	35.00	45.00	55.00
Ticket Taker	35.00	45.00	55.00
Announcer	40.00	50.00	60.00
Clock #2 (WGAC)	35.00	45.00	55.00
Message Center (WGAC)	35.00	45.00	55.00
Official Scorebook	35.00	45.00	55.00
Scoreboard Operator	45.00	55.00	65.00

Baseball (Central Site)			
Manager / Ticket Seller	45.00	55.00	X
Ticket Taker/Gate	40.00	45.00	X
Announcer / Official Scorebook	40.00	50.00	X
Scoreboard Operator	35.00	40.00	X

Swimming			
Announcer	50.00	X	X
Data Clerk	150.00	X	X
Timing System	50.00	X	X
Lead Official / Referee	45.00	X	X
Official(s)	45.00	X	X
Manager/Seller	55.00	X	X
Deck Monitor	50.00	X	X
Backup Timer Supervisor	50.00	X	X

Wrestling			
Manager	55.00	X	X
Ticket Seller / Taker	50.00	X	X
Announcer	50.00	X	X
Data Clerk / Official Scorer	150.00	X	X
Assistant Scorer	100.00	X	X

Volleyball (Central Site)			
Manager	45.00	55.00	60.00
Scorer	25.00	30.00	35.00
Libero Tracker	25.00	30.00	35.00
Ticket Seller / Taker	30.00	35.00	40.00
Announcer	40.00	50.00	55.00

Softball (Central Site)			
Manager	45.00	55.00	60.00
Seller	40.00	45.00	50.00
Taker / Clock	30.00	35.00	45.00
Score / Announcer	40.00	50.00	55.00

Facility Worker Rates (continued)

Soccer (Central Site)	1 Game	2 Games	3 Games
Ticket Seller	35.00 (40.00)	45.00 (50.00)	X
Ticket Taker	35.00	45.00	X
Clock	35.00	45.00	X
Manager	50.00	60.00	X

High School Event – Campus Level			
Ticket Seller / Gate	30.00	35.00	40.00
Announcer / Official Scorebook	25.00	30.00	35.00
Official Scorebook (Varsity B-Ball)	25.00	30.00	35.00
Libero Tracker / Scorer (Varsity Volleyball)	25.00	30.00	35.00
Lines Judge (2 per game, Varsity Volleyball)	25.00	30.00	35.00
Clock (Basketball or MS F-Ball Only)	25.00	30.00	35.00
Scoreboard Operator (Football & Basketball)	30.00	35.00	40.00

Middle School Event – Campus Level			
Ticket Seller/Taker/Gate (Basketball & Volleyball)	20.00	25.00	30.00
Scoreboard Operator/Clock (Football & Basketball)	20.00	25.00	30.00

Track (Central Site) – All Day Event	
Manager	85.00
Ticket Seller	60.00
Ticket Taker	50.00
Field Gate	85.00
Announcer	75.00
Starter	100.00
Asst. Starter	45.00
Official (Equip)	60.00
Timing System Operator	150.00
Asst. Timing System Operator	60.00
Meet Director	150.00

Track (Central Site) – District, Area, or Regional Meet	
Manager	85.00
Ticket Seller	60.00
Ticket Taker	50.00
Field Gate / Monitor	85.00
Announcer	75.00
Starter	100.00
Asst. Starter	45.00
Official (Equip)	60.00
Timing System Operator	150.00
Asst. Timing System Operator	60.00
Meet Director	150.00
Meet Referee	100.00
Field Event Official(s)	50.00

Adult Education - Vocational Technical Rate

For compliance with Department of Labor regulations, the Service Contract Act of 1965 determines that Instructors for the prison HVAC position be paid in accordance with terms and conditions of contract DJB50907783. For additional information contact Career & Technical Education.

Position	Hourly Rate
HVAC (prison)	\$ 22.61

Campus Safety & Security Hourly Rates

For additional information please call **817/814-2662**.

Position	Frequency	Rate
Metal Detector Detail/Court Related Services (special approval only)	Per Hour	\$ 21.00
Metal Detector Facility Coordinator	Per Hour	23.00
Off Duty Police Officers	Per Hour	37.00
Off Duty Police Sergeants and Lieutenants (supervisory role only)	Per Hour	43.50

Child Nutrition Services Additional Rates

These amounts are designed to employ and retain qualified employees to provide nutrition services to the students and the department program. For additional information please call **817/814-3500**.

Position	Frequency	Rate
Nutrition Services Emergency Gasoline Allowance	Per Round Trip	\$ 2.25
Nutrition Services Substitute Manager (current employee)	Per Hour	0.75
Nutrition Services Uniform Allowance	Per Pay Period	3.15

Exempt Employees

Unless authorized in this section, exempt employees are not eligible for extra duty or additional pay for job-related or campus/department-related work.

Extra Duty or Additional Pay – Working Beyond Normal Number of Annual Days

When an employee's normal job duties extend beyond the normal number of annual days, directly adjacent to the first or last reporting day for the school year, they are paid their normal daily rate for these extra days if the employee is performing the same duties. Extra duty pay requires the approval of the Superintendent or designated Leadership Team member.

If the employee performs duties of a different nature, the summer school, part-time, or tutorial rates will apply.

FICA Alternative

Any employee working in a substitute, temporary, or part-time position not eligible for membership in the Teacher Retirement System of Texas, will participate in the District's Tax-Sheltered Annuity Plan for Part-time Employees in lieu of participating in social security. **Effective September 1, 2005, all employees not participating in TRS will automatically be set-up to participate in an alternative plan.**

Fort Worth After School (FWAS) Program Hourly Rates

These rates are approved as Extra Duty pay for Full-Time employees, and hourly rates for Part-Time employees who support the Fort Worth After School Program. See separate section Tutor, AVID Tutor & BTAP for after-school tutoring rates. For additional information please call **817/815-2950**.

Position	Hourly Rate
FWAS – Certified Teacher (role of Teacher or Site Supervisor)	\$ 21.00
FWAS – Degree / Not certified (role of Teacher, Site Supervisor or Activity Leader)	19.00
FWAS – No Degree / 90 college hours (role of Activity Leader)	17.00
FWAS – No Degree / 60 college hours (role of Activity Leader)	15.00
FWAS – No Degree / 30 college hours (role of Activity Leader)	12.00
FWAS – No Degree / less than 30 college hours or High School Student	10.00

Employees paid for the After-School program should be reported with the applicable code:

Pay Code Description	Pay Code
Fort Worth After-School (FWAS) Program	458

Part-Time & other Hourly Rates

These hourly rates are designed to compensate individuals performing duties assigned in various departments of the District. The duties performed are not part of a permanent job duty and the rates are not for tutorial duties. For additional approvals or information please call **817/814-2180**.

Position	Hourly Rate
Teacher, Nurse, Librarian, Counselor, Social Worker, OT, PT, Audiologist, LSSP, SLP (or other certified / licensed school based professional employees)	\$ 21.00
Administrative / Professional – Bachelor's Degree/Not Certified	19.00
Teacher Assistant / Paraprofessional	8.00
Bilingual Tester	10.00
Bus Driver In-Training (Substitute)	10.00
Cafeteria Monitor	7.50
Campus Monitor	10.00
Clerk	9.00
GED Tester	9.00
High School Student	7.50
Opening Facilities After-Hours for Outside Group Rentals (rate of pay determined by Compensation and/or Payroll)	TBD
Parent Liaison	10.00
Secretary	10.00
Special Ed Translator for ARD	14.00
Special Ed ARD Evaluator	25.00
Warehouse Textbooks Summer employee	10.50

Professional Development – Exempt Professional Staff Only (designated staff development waiver days not included as staff are already compensated for such days)	Hourly Rate
Weekend or after normal working hours during contract year or after last working day	\$ 21.00

Summer Enrichment Program Hourly Rates	Hourly Rate
Certified Teacher or other certified/licensed school-based professional employee	\$ 21.00
Bachelor's Degree / Not certified	19.00
No Degree / 90 college hours	17.00
No Degree / 60 college hours	15.00
No Degree / 30 college hours	12.00
No Degree / less than 30 college hours or High School Student	10.00

Employees working for Summer Enrichment Programs will earn the designated rates of pay after they fulfill their normal contractual and/or assigned days for their full-time position. **THERE IS NO ADDITIONAL PAY WHEN NORMAL WORKING DAYS AND SUMMER SCHOOL WORK DAYS RUN CONCURRENTLY WITHIN THE CONTRACT PERIOD.**

Summer School Rates of Pay

Summer school rates are designed to compensate employees for academic summer sessions and maintain consistent pay for summer employment. **These rates apply to academic summer school work only.** Employees working in Summer Enrichment Programs are paid hourly rates as stated above in **Part-Time & other Hourly Rates**. For other rates of pay relative to summer school contact Compensation at **817/814-2080**.

Position	DailyRate	Half-Day Rate	Hourly Rate
Principal	\$ 350.00	\$ 175.00	
Assistant Principal	325.00	162.50	
Teacher, Nurse, Librarian, Counselor, Instructional Specialist (or other certified school based professional employees)			\$ 25.00
Teacher Assistant/Paraprofessional			14.00
Campus Monitor			12.00
Clerk			13.00
Professional / Bachelor's Degree and Not Certified			21.00
Professional / Bachelor's Degree and Certified in Field			25.00
Professional / Bachelor's Degree and Certified but not in Field			23.00
Secretary			14.00

Employees working for summer school will earn the designated Summer School rates of pay after they fulfill their normal contractual and/or assigned days for their full-time position. **THERE IS NO ADDITIONAL PAY WHEN NORMAL WORKING DAYS AND SUMMER SCHOOL WORK DAYS RUN CONCURRENTLY WITHIN THE CONTRACT PERIOD.**

Transportation Department Additional Amounts

These rates are designed to compensate Transportation employees providing services to students and/or the department. For additional information please call **817/815-7900**.

Position	Frequency	Hourly Rate
Transportation Certification Training	Per Hour	5.00
Transportation Gasoline Allowance	Per Day	2.40
Transportation Field Trip* Bus Attendant	Per Hour	15.14
Transportation Field Trip* (non-Bus Driver who will Drive a Bus)	Per Hour	18.00

* Bus Drivers working on Field Trips are paid their regular hourly rate.

Tutorial, AVID Tutor & BTAP Rates (school-based ONLY)

These rates are approved for all tutoring programs (including AVID Tutors) and BTAP (school-based only). See separate section Fort Worth After-School (FWAS) Program for after-school rates not involving tutoring. For additional information please call **817/492-7945**.

Tutorial rates are designed to compensate employees providing campus-based tutoring (instruction) services to students. These rates also apply to summer school tutor positions. A college transcript is required; hours are verified by the HCM Department.

BTAP stands for Bilingual Teacher Assistant Program, a program that hires college students to work part time as a teacher assistant in a dual language classroom, who may also tutor students.

Position	Hourly Rate
Tutor – Certified Teacher	\$ 21.00
Tutor – Degree/Not certified	19.00
Tutor – No Degree/90 college hours	17.00
Tutor – No Degree/60 college hours	15.00
Tutor – No Degree/30 college hours	12.00
Tutor – No Degree/less than 30 college hours or High School Student	10.00

Employees paid as tutors should be paid using the applicable codes below:

Position / School Level	Pay Code
Tutor for Elementary Schools	454
Tutor for Middle Schools	455
Tutor for High Schools	456

Substitute Teacher – Continuous Assignment

Substitute teachers with a bachelor's degree, working in a single classroom assignment past ten days, are eligible for the regular substitute daily rate of pay plus an additional daily amount. This compensation shall remain at the higher rate of pay until such time as the substitute teacher changes or completes the assignment DPB (LOCAL). If the substitute misses more than one day per month, then the rate will revert to the regular rate of \$80/day for the next ten days. **Non-degreed substitutes are not eligible for the higher rate of pay regardless of the number of days worked.** Long-term substitute teachers who are used in other capacities will not be eligible to receive the higher rate of pay.

Substitute Teacher Absences

Substitutes are not paid for absences. An absence while working a long-term assignment (single assignment of 11 days or more) is cause for the higher rate of pay to end. **EXCEPTION:** Principals have the discretion to continue long-term rates if they choose, upon the substitute's return to the same assignment. If not, the substitute will be required to start over if in the same assignment and teach an additional ten days in order to receive the higher rate of pay.

Substitute Rates

Position	Requirement	Daily Rate
Substitute Teacher **	60 college hours; Daily	\$ 90.00
Substitute Teacher/Librarian/Counselor/ Nurse**	Bachelor's degree; Daily	98.00
Substitute Teacher**	Bachelor's degree & certified; Daily # (long term rate beginning 11 th day in same assignment; Daily)	108.00
		130.00#
Substitute Teacher – Special Ed Intensive assignments*	Daily	5.00 extra per day
Compliance Substitute Teacher**	Degreed & certified; Daily	85.00

* Special Ed Intensive assignments include SEAS, LINC, TAP, Day Treatment, PPCD, Jo Kelly, and Boulevard Heights/Transition Center.

** All Leadership Academies will receive \$10/day to the above stated substitute rates. This rate is subject to change without notice.

Position	Daily or Hourly	Rate
Substitute Clerk	Daily	\$ 68.00
Substitute Custodian	Hourly	10.00
Substitute Firewalkers	Daily	65.00
Substitute Nutrition Manager (Retired)	Hourly	11.00
Substitute Nutrition Trainer	Hourly	10.00
Substitute Nutrition Services Worker	Hourly	8.50
Substitute Professional	Daily	80.00
Substitute Secretary	Daily	75.00
Substitute Teacher Assistant	Daily	75.00
Substitute Teacher Assistant – Special Ed Intensive assignments*	Daily	5.00 extra per day
Substitute Technical	Daily	85.00

* Special Ed Intensive assignments include SEAS, LINC, TAP, Day Treatment, PPCD, Jo Kelly, and Boulevard Heights/Transition Center.

Section VII

Retire/Rehire Salary Information

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Information provided in this section is relative to policy and procedures of the Fort Worth Independent School District regarding employment after retirement. These policies are not necessarily the policies of TRS. For policy and practices of TRS please contact them directly for information.

You may call: 1-800-223-8778

You may also write:
TRS
1000 Red River Street
Austin, TX 78701

Or visit the website at: www.trs.state.tx.us/

The Fort Worth Independent School District is not an authorized provider of employee information regarding processes and procedures for retiring from the Teacher Retirement System of Texas (TRS). Employees must contact TRS directly for information regarding their personal retirement and the rules for employment after retirement.

There have been significant changes to TRS rules for employment after service retirement. IT IS THE RESPONSIBILITY OF THE RETIREE TO VERIFY HOW THESE CHANGES WILL IMPACT THEIR ANNUITY SHOULD THEY DECIDE TO RETURN TO WORK AT A TRS-PARTICIPATING ENTITY. ~~It is also important to note that any newly hired retirees will be responsible for any and all surcharges related to their employment after retirement (see Board Policy DC Regulation).~~

FWISD RETIREMENT PROGRAM FOR TERMINAL PAY

Important Note: Effective September 1, 2012, terminal pay benefits for unused leave days and number of years of District experience for eligible employees will be frozen at the amounts earned as of August 31, 2012. See the section titled **Program Phase-Out** below for more detailed information.

Terminal pay shall not be provided to employees hired or rehired after August 31, 2003. To be eligible to receive terminal pay, a full-time employee must have been employed prior to September 1, 2003, and meet the following conditions:

1. Certifies that he or she has been continuously employed by the District for at least five years, including any authorized leaves of absence;
2. Voluntarily terminates employment for retirement purposes;
3. Informs the Board that he or she desires to retire and he or she is a member in good standing of the Teacher Retirement System of Texas;
4. Certifies that he or she is eligible to receive and has applied for retirement benefits or allowances as provided in the Teacher Retirement Act; and
5. Certifies that he or she has not previously received any amount of terminal pay from the District.

The five years or more of continuous employment must directly precede the employee's retirement. Only full-time years of service to the District, as defined herein, shall be creditable for terminal pay.

For purposes of this policy, a full-time year of service that earns credit toward terminal pay shall be defined as the standard service year, including authorized paid leave, for employees in similar

positions, requiring 20 hours or more per week or the regular hours per workweek established by the District for the position, whichever is greater.

For the purpose of calculating terminal pay benefits, an employee is entitled to one year of service credit if employed four and one-half months, a full semester of more than four calendar months, or 90 actual working days of service during a school year.

Creditable service shall not include part-time employment (less than 20 hours per week), temporary employment, or employment as a substitute.

Beginning with the 1996–97 school year, only years of satisfactory service (as indicated by a performance evaluation of “meets expectations” or better) shall be credited for terminal pay. As long as an employee meets the eligibility requirement of five years of continuous employment by the District, all the employee’s years of permanent, full-time service are creditable, even if broken by periods when the employee was not employed by the District.

Calculation

Terminal pay is calculated by adding the products of the following two operations:

1. Multiply days of accumulated sick leave, state and local sick and state personal leave, if any, but not exceeding 20 days, by the employee’s computed daily rate of pay. The computed daily rate of pay is calculated by dividing the employee’s last annual salary by 183, and
2. Multiply the employee’s computed daily rate of pay, as calculated above, by the number of creditable years of the employee’s permanent, full-time service as an employee in the District.

Program Phase-Out

Effective September 1, 2012, District employees shall no longer be eligible to accrue benefits under the program for reimbursement of unused leave at retirement (terminal pay).

Effective September 1, 2012, each eligible employee who has previously accrued unused leave benefits through August 31, 2012, shall be paid, at the time of his or her retirement, the terminal pay amount earned under this program, if any, as of August 31, 2012, calculated by adding the products of the following two operations:

1. Multiply by the computed daily rate of pay the number of days of accumulated sick leave, state and local sick and state personal leave, if any, at the time of retirement, not to exceed 20 days, and not to exceed the number of days earned as of August 31, 2012.
2. The computed daily rate of pay is calculated by dividing the employee’s salary on August 31, 2012, by 183.
3. Multiply the employee’s computed daily rate of pay as calculated above on August 31, 2012, by the number of creditable years of permanent, full-time service with the District that the employee has earned as of August 31, 2012.

Alternative Qualification

Effective September 1, 2012, the amount of terminal pay provided with alternative qualification, if any, shall be computed as described at **Program Phase-Out** in the section, above.

If any employee with 20 creditable years of service or more with FWISD dies prior to retirement, and, if at the time of death, he or she was a member in good standing with the Teacher Retirement System of Texas and would have been eligible to receive benefits, his or her designated beneficiary, if any, or his or her heirs or estate shall be entitled to receive the deceased employee's terminal pay computed as described. This entitlement shall also extend to the designated beneficiary, if any, or the heirs of the estate of an otherwise eligible employee with 20 or more years of creditable service who while working reduced hours or while on leave of absence for health reasons dies prior to retirement.

Employees Who Retire and Return as FWISD Employees

Individuals who voluntarily retire from Fort Worth ISD and the Teacher Retirement System of Texas (TRS), and return to any position in FWISD, do not qualify for any stipend, special contract/calendar days, additional terminal pay, or other benefit or privilege previously received as a pre-retiree in a permanent position. Previous stipends will not be restored upon return.

Employees who retire from other retirement agencies (not TRS) are treated as new hire employees. TRS retirees from other Texas school districts (not Fort Worth ISD), do not qualify for retiree rates listed in this Compensation Handbook.

FWISD Salary Information for Certain Positions after Retirement

Retired employees substituting in any of the positions below must have valid certification. The following rates apply only if substituting in the absence of an employee. Extra help assignments paid as noted.

Retired Position	Requirement	Daily Rate
Counselor	Master's degree / counselor certification	\$ 210
Nurse	Bachelor's degree and RN license	210
Librarian	Bachelor's degree	127
Teacher	Bachelor's degree	127
Secretary / Clerk	Former FWISD Secretary / Clerk	100
Auxiliary Employee <i>Extra Help</i>	Former FWISD auxiliary employee	64/66
Professional Employee <i>Extra Help</i>	Former FWISD professional employee	Negotiated
Nurse <i>Extra Help</i>	Former FWISD employee	77
Counselor <i>Extra Help</i>	Retired Counselor from any Texas district	210

Retired Position Substituting Daily As	Requirement	Daily Rate
Assistant Principal / ES	Former FWISD Administrator	Minimum daily rate of the pay grade assigned to substitute in.
Assistant Principal / MS	Former FWISD Administrator	
Assistant Principal / HS	Former FWISD Administrator	
Principal / ES	Former FWISD Administrator	
Principal / MS	Former FWISD Administrator	
Principal / HS	Former FWISD Administrator	

RATES NOT LISTED REQUIRE THE APPROVAL OF THE SUPERINTENDENT OR APPROPRIATE LEADERSHIP TEAM MEMBER.

Important Note: Any newly hired retirees will be responsible for any and all surcharges related to their employment after retirement (see Board Policy DC Regulation).

Section VIII

Employee Benefits Information

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Employee Insurance & Fringe Benefits

In addition to the salary amount provided in the adopted schedule, the Board of Education contributes to the employee health and life insurance plans.

Medical	Four health coverage plans are offered, including one plan that meets IRS definition of a high deductible health plan, a select plan, a PPO plan, and one HMO plan are available at group rates.
Cancer	High and low cancer plan options are available to each employee at group rates through payroll deductions.
Dental	Two DMO plans and one Indemnity Plan are available to each employee at group rates through payroll deductions.
Life	Each employee is provided \$5,000 in life insurance. Supplemental insurance up to \$250,000 and dependent insurance up to \$15,000 for each child, and \$30,000 spousal coverage is available to employees at group rates.
Vision	Vision insurance is available through payroll deduction at group rates.
Workers' Compensation	The benefits provided and prescribed by the Workers' Compensation Law are available without cost to all District employees.
Income Protection	Insurance at group rates is available to District employees as a protection against loss of income due to disability caused by accident or illness.
Tax-sheltered Annuity	Tax-sheltered annuities are available through payroll deduction [403(b) and 457(b) plans].
Leaves of Absence	SEE BOARD POLICY, <i>SECTION DEC (LOCAL)</i>
Bereavement Leave	SEE BOARD POLICY, <i>SECTION DEC (LOCAL)</i>
Family Emergency/Illness Leave	SEE BOARD POLICY, <i>SECTION DEC (LOCAL)</i>
Local Personal & Local Sick Leave	SEE BOARD POLICY, <i>SECTION DEC (LOCAL)</i>
Flexible Spending Accounts	Permits employees to pay certain medical and dependent care expenses with <u>untaxed</u> income.
Long Term Care	Help with health or personal care needs over an extended period of time are available from TRS through payroll deduction.
Health Savings Accounts	Available to employees who select a High Deductible health plan.
Payroll Deductions	<ol style="list-style-type: none">1. Credit Union/Bank Deposits2. FWISD Education Foundation3. Dues4. Annuities5. Insurance6. MACE, UNCF, and United Way Contributions
Vacation	Effective SY 2019-20, New Hires and existing employees do not earn or accrue Vacation days. See the section Local Personal & Local Sick Leave, under Board Policy, Section DEC (Local).

NOTE: All policies and procedures are in accordance with FWISD BOARD OF EDUCATION POLICY AND/OR LOCAL REGULATIONS AS OF **SEPTEMBER 1, 2020**. Any adopted revisions to Board policies and/or regulations will become effective immediately and thereby supersede the above policies and/or regulations.

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

TOPIC: APPROVE MINUTES OF THE NOVEMBER 19, 2020 SAFETY AND SECURITY ADVISORY COMMITTEE MEETING

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Safety and Security Advisory Committee. The role of this committee, as mandated by Texas Education Code 37.109, is to review the District’s triennial safety and security audit, review safety reports, provide recommendations for revisions of the District’s All Hazard Emergency Operations Plan, and review local law enforcement strategies to increase police presence near District campuses. The committee is required to meet three (3) times each calendar year, and its membership is dictated by the Texas Education Code.

The minutes from the November 19, 2020 meeting that was held virtually via Zoom have been approved by the Safety and Security Advisory Committee members.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes of the November 19, 2020 Safety and Security Advisory Committee Meeting
2. Decline to Approve Minutes of the November 19, 2020 Safety and Security Advisory Committee Meeting
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes of the November 19, 2020 Safety and Security Advisory Committee Meeting

FUNDING SOURCE

Additional Details

Not Applicable

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

Safety and Security Advisory Committee

RATIONALE:

The special board committee was created to abide by Code 37.109 of the Texas Education Code.

INFORMATION SOURCE:

Karen Molinar

**MINUTES OF THE MEETING OF
DISTRICT SAFETY AND SECURITY ADVISORY COMMITTEE**

The Safety and Security Advisory Committee of the Fort Worth Independent School District held a meeting on November 19, 2020 via Zoom® video conference.

The following were present:

Jacinto Ramos	Captain Chad Plowman	
Maribel Martinez	Tyrone Guyton	
Karen Molinar	Makenzie Carpenter	
Cherie Washington	Ruben Montelongo	
Raul Pena	Daniel Garcia	
Sherry Breed	Cid Meadows	
Art Cavazos	Ed McGinley	

1. CALL TO ORDER:

FWISD Board President, Jacinto Ramos called the meeting to order at 3:02 p.m.

The is the first meeting of the committee, there are no previous minutes.

2. DISCUSSION ITEMS:

a. Role of the Committee

- Daniel Garcia, Executive Director of Safety and Security, described the role and purpose of the committee
- Texas Education Code [TEC] 37.109 lays out the required membership of the committee
- The committee must meet three times per year.

b. Safety and Security Audit of the FWISD schools

- Required by TEC 37.108 (b)
- Texas School Safety Center sets the format and provides suggested assessment items
- The results of the audit are required to be reported to this committee and to the school board
- Survey consists of three parts: A Principal survey, administrator conference and a physical audit conducted by members of the Safety and Security team
- Data is input in a system provided by the contractor hired to consolidate the data and findings are provided as recommendations for improvement and commendations of compliance.
- The audit indicators were discussed and presented in the PowerPoint® presentation shown during the meeting

c. Audit Findings: Commendations

- Overall ratings indicate District properties are safe and secure
- Staff members have confidence in reporting suspicious activity
- Buildings are well maintained and maintenance staff is responsive
- Safety drills and procedures are up-to-date

- Campuses are adhering to visitor management protocols and using the Raptor® system

d. Audit Findings: Recommendations

- All secondary students need to wear school IDs for quick student and non-student identification
- Improve access to two-way communications to areas such as athletic fields, band halls and auditoriums
- Improve camera coverage to include blind spots, parking lots and athletic fields
- Improve door and lock functionality
- Improve proper door identification for stakeholders
- Improve security around portable buildings

e. Audit Driven Next Steps

- Improvements identified in the 2017 Audit that have been implemented include:
 - Additional metal detectors purchased, walkthrough and hand-held
 - New Motorola two-way radios purchased to improve communications with and within campuses
 - Lightning detection system installed at all central athletic sites that are monitored by our athletic trainers. Trainers also have a phone app to keep abreast of the weather for both home and away games.
 - Upgraded visitor management system (Raptor)
 - Cameras added to view portable building areas
 - Increased training for safety & security staff
 - District police dispatchers are Texas Commission on Law Enforcement (TCOLE) telecommunicator certified
 - Stop-the-Bleed kits in all schools
 - Secondary staff, campus monitors and all nurses trained on use of Stop-the-Bleed equipment
- Items marked as recommendations for improvement are prioritized as immediately fixed, items needing work orders and items needing future funding.
- Safety and Security will track the progress of audit improvements

3. COMMENTS

None

4. ADJOURN

3:55 p.m.



11:45 am July 20, 2021

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

**TOPIC: APPROVE MINUTES OF THE NOVEMBER 19, 2020 FACILITY
MASTER PLAN COMMITTEE MEETING**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the special committee to help in the development of a Facility Master Plan (FMP). The purpose of the Facility Master Plan is to provide a valuable fact-based planning tool for future facility related decision-making that is consistent with and supportive of the academic mission. Minutes from the November 19, 2020, meeting that was held virtually via Zoom have been approved by the FMP members.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes of the November 19, 2020 Facility Master Plan Committee Meeting
2. Decline to Approve Minutes of the November 19, 2020 Facility Master Plan Committee Meeting
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes of the November 19, 2020 Facility Master Plan Committee Meeting

FUNDING SOURCE

Additional Details

Not Applicable

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

Facility Master Plan Committee

RATIONALE:

The special board committee was created to guide in the development of a facility master plan.

INFORMATION SOURCE:

Karen Molinar

**MINUTES OF THE MEETING OF
FACILITY MASTER PLAN COMMITTEE**

The Facility Master Plan Committee of the Fort Worth Independent School District held a meeting on November 19, 2020 via Zoom, therefore, attendance was not taken.

1. CALL TO ORDER:

Tobi Jackson called the meeting to order at 9:35 a.m.


2. DISCUSSION ITEMS:

A. CIP Update

- Construction Timeline
 - Construction has started on all planned bond projects
 - 12 projects have been completed and 8 projects are completely closed out
 - 18 large projects will be completed from the present through December 2022
- Financial
 - 33% of projects have been paid
 - 56% of projects are encumbered
 - 11% are planned
- Construction
 - Quick Start Projects Completed include:
Athletics at Dunbar, Wyatt, North Side, Polytechnic, Southwest, Western Hills, Arlington Heights High Schools and Benbrook MS/HS and Benbrook MS/HS baseball/softball fields and project at Waverly Park Elementary School.
 - Projects Currently under Construction include:
Renovations at Dunbar, Trimble Tech and Paschal High Schools, and Tanglewood Elementary School.
Renovations and additions at Wyatt, Eastern Hills, Polytechnic, Carter-Riverside, Arlington Heights, Diamond Hill-Jarvis, North Side, Southwest, Western Hills, South Hills High Schools, as well as at Benbrook MS/HS and YMLA

B. Property Sales and Facility Transitions

- Property Sales
 - Sold 6 Bailey Properties with the goal of transitioning out of the sold properties without purchasing new buildings
- Facility Transitions
 - Utilize available space at repurposed school sites and other facilities for decentralization of departments and services
 - Implement approved boundary adjustments with aligned feeder pattern and resolve underutilization of schools

 7-14-2021

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
AUGUST 31, 2021**

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021. The District received the certified taxable values from Tarrant Appraisal District on July 22, 2021, and the approval from the Texas Education Agency to proceed with the tax rate adoption based on that information. This budget amendment incorporates the new tax base and new proposed M&O tax rate for the District, and changes the state funding based on the new information. The 2021 Tax Rate Calculation Worksheet is included as an addendum to this budget amendment, and is a new legislative requirement.

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
2. Decline to Approve Budget Amendment for the Period Ended August 31, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended August 31, 2021

<u>FUNDING SOURCE</u>	<i>Additional Details</i>
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General Fund	Not Applicable
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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**

		General Fund 2021-2022 Budget 7/1/2021	General Fund 2021-2022 Amendment	GF Amended Budget
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$ 476,164,670	(\$16,193,116)	\$459,971,554
5800	State Revenue	313,893,903	16,193,116	330,087,019
5900	Federal Revenue	14,931,000	0	14,931,000
7900	Other Sources	9,500,000	0	9,500,000
Total Revenue & Other Sources		\$814,489,573	\$0	\$814,489,573
<u>EXPENDITURES</u>				
11	Instruction	\$487,486,217	\$0	\$487,486,217
12	Instruction Resources and Media Services	\$12,467,305	\$0	\$12,467,305
13	Curriculum and Instructional Staff Development	\$12,808,751	\$0	\$12,808,751
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	\$0	\$23,681,360
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	\$0	\$103,160,637
52	Security and Monitoring Services	\$21,367,615	\$0	\$21,367,615
53	Data Processing Services	\$17,953,972	\$0	\$17,953,972
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
Total Budgeted Expenditures		\$865,477,676	\$0	\$865,477,676
Total Deficit		(\$50,988,103)	\$0	(\$50,988,103)
Beginning Fund Balance (Audited)		205,978,944		
Fund Balance-Ending (Unaudited)		\$154,990,841		

		August 31, 2021 Budget Amendment			
		Increase	Decrease	Net Effect	
Object	Revenue				
	5700	Adoption of lower M&O tax rate; adjust state funding		16,193,116	
	5800	Adoption of lower M&O tax rate; adjust state funding	16,193,116		
	5900		-	0	
Total		16,193,116	16,193,116	0	
Function					
Expenses					
11	Campus/Dept. normal course of District operations				
	Overall effect on Function 11	0	0	0	
12	Campus/Dept. normal course of District operations				
	Overall effect on Function 12	0	0	0	
13	Campus/Dept. normal course of District operations				
	Overall effect on Function 13	0	0	0	
21	Campus/Dept. normal course of District operations				
	Overall effect on Function 21	0	0	0	
23	Campus/Dept. normal course of District operations				
	Overall effect on Function 23	0	0	0	
31	Campus/Dept. normal course of District operations				
	Overall effect on Function 31	0	0	0	
32	Campus/Dept. normal course of District operations				
	Overall effect on Function 32	0	0	0	
33	Campus/Dept. normal course of District operations				
	Overall effect on Function 33	0	0	0	
34	Campus/Dept. normal course of District operations				
	Overall effect on Function 34	0	0	0	
35	Campus/Dept. normal course of District operations				
	Overall effect on Function 35	0	0	0	
36	Campus/Dept. normal course of District operations				
	Overall effect on Function 36	0	0	0	
41	Campus/Dept. normal course of District operations				
	Overall effect on Function 41	0	0	0	
51	Campus/Dept. normal course of District operations				
	Overall effect on Function 51	0	0	0	
52	Campus/Dept. normal course of District operations				
	Overall effect on Function 52	0	0	0	
53	Campus/Dept. normal course of District operations				
	Overall effect on Function 53	0	0	0	
61	Campus/Dept. normal course of District operations				
	Overall effect on Function 61	0	0	0	
81	Campus/Dept. normal course of District operations				
	Overall effect on Function 81	0	0	0	
Total		0	0	0	

2021 Tax Rate Calculation Worksheet

School Districts without Chapter 313 Agreements

Date: 08/10/2021 10:22 AM

Fort Worth ISD

School District's Name

Phone (area code and number)

School District's Address, City, State, ZIP Code

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate	
The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.	
No-New-Revenue Tax Rate Worksheet	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2).	\$41,227,754,162
2. 2020 tax ceilings. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled	\$5,774,425,981
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$35,453,328,181
4. 2020 total adopted tax rate .	\$1.378400/\$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value:	
A. Original 2020 ARB Values:	\$2,709,705,582
B. 2020 values resulting from final court decisions:	\$2,347,385,470
C. 2020 value loss. Subtract B from A.	\$362,320,112

6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25:	
A. 2020 ARB certified value:	\$66,525,272
B. 2020 disputed value:	\$38,589,938
C. 2020 undisputed value. Subtract B from A.	\$27,935,334
7. 2020 Chapter 42 related adjusted values Add Line 5 and 6.	\$390,255,446
8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$35,843,583,627
9. 2020 taxable value of property in territory the school deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory.	\$0
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport or goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. Absolute exemptions. Use 2020 market value:	\$1,835,339
B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$84,779,199
C. Value loss. Add A and B.	\$86,614,538
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. 2020 market value:	\$12,600
B. 2021 productivity or special appraised value:	\$45
C. Value loss. Subtract B from A.	\$12,555
12. Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$86,627,093
13. Adjusted 2020 taxable value. Subtract Line 12 from Line 8.	\$35,756,956,534
14. Adjusted 2020 total levy. Multiply Line 4 by Line 13 and divide by \$100.	\$492,873,888
15. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the district for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$11,997,665
16. Adjusted 2020 levy with refunds. Add Lines 14 and 15. Note: If the governing body of the school district governs a junior college district in a county	\$504,871,553

with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2020 from the result.	
<p>17. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 19). These homesteads include homeowners age 65 or older or disabled.</p> <p>A. Certified values only:³</p> <p>B. Pollution control and energy storage exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:</p> <p>C. Total 2021 value. Subtract B from A.</p>	<p>\$44,205,042,351</p> <p>\$-0</p> <p>\$44,205,042,351</p>
<p>18. Total value of properties under protest or not included on certified appraisal roll.</p> <p>A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.</p> <p>B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll.</p> <p>C. Total value under protest or not certified: Add A and B.</p>	<p>\$1,495,680,416</p> <p>\$683,587,517</p> <p>\$2,179,267,933</p>
<p>19. 2021 tax ceilings Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled.⁴</p>	\$5,891,340,866
<p>20. 2021 total taxable value. Add Lines 17C and 18C. Subtract Line 19.</p>	\$40,492,969,418
<p>21. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed by the school district.</p>	\$0
<p>22. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2020, and be located in a new improvement.</p>	\$1,021,864,410
<p>23. Total adjustments to the 2021 taxable value. Add Lines 21 and 22.</p>	\$1,021,864,410

24. Adjusted 2021 taxable value. Subtract Line 23 from Line 20.	\$39,471,105,008
25. 2021 NNR tax rate. Divide Line 16 by Line 24 and multiply by \$100.	\$1.279091/\$100

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(6)

³Tex. Tax Code Section 26.012(6)

⁴Tex. Tax Code Section 26.012(6)(A)(i)

⁵Tex. Tax Code Section 26.012(6)(A)(ii)

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.
2. **Enrichment Tax Rate (DTR):** A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.
3. **Debt Rate:** The debt tax rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and DTR added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service.

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.

Districts should review information from TEA when calculating their voter-approval rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
26. 2021 maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA	\$0.881200/\$100
27. 2021 enrichment tax rate (DTR). Enter the greater of A and B. A. Enter the district's 2020 DTR, minus any required reduction under Education Code Section 48.202(f)	\$0.170000
B. \$0.05 per \$100 of taxable value.	\$0.170000
28. 2021 maintenance and operations (M&O) tax rate (TR). Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of \$0.17 and the product of the state compression percentage multiplied by \$1.00.	\$1.051200/\$100
29. Total 2021 debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here:	

Enter debt amount:	\$119,585,100
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program.	\$1,345,409
D. Adjust debt: Subtract B and C from A.	\$118,239,691
30. Certified 2020 excess debt collections. Enter the amount certified by the collector.	\$0
31. Adjusted 2021 debt. Subtract line 30 from line 29D.	\$118,239,691
32. 2021 anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%	100.00%
A. Enter the 2021 anticipated collection rate certified by the collector:	100.00%
B. Enter the 2020 actual collection rate	100.00%
C. Enter the 2019 actual collection rate	100.00%
D. Enter the 2018 actual collection rate	100.00%
33. 2021 debt adjusted for collections. Divide line 31 by line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of tax the governing body proposes to dedicate to the junior college district in 2021 to the result.	\$118,239,691
34. 2021 total taxable value. Enter amount on line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$40,492,969,418
35. 2021 debt tax rate. Divide line 33 by line 34 and multiply by \$100.	\$0.292000/\$100
36. 2021 voter-approval tax rate. Adds lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35.	\$1.343200/\$100

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. The school district shall provide its tax assessor with a copy of the letter. ³⁴	\$0
38. 2021 total taxable value. Enter the amount from line 20 of the No-New-Revenue Tax Rate Worksheet.	\$40,492,969,418
39. Additional rate for pollution control. Divide line 37 by line 38 and multiply by \$100.	\$0/\$100
40. 2021 voter-approval tax rate, adjusted for pollution control. Add line 36 and line 39.	\$1.343200/\$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.³⁵ As such, it must reduce its voter-approval tax rate for the current tax year.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a school district that adopted a tax rate without the required election in 2020, as provided for in the recently repealed Tax Code Section 26.08(a-1).

In future tax years, this section will apply to school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Prior Year Disaster Adjustment Worksheet	Amount/Rate
41. 2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
42. 2020 voter-approval tax rate. If the school district adopted a tax rate above the 2020 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	N/A
43. Increase in 2020 tax rate due to disaster (disaster pennies). Subtract Line 42 from Line 41.	N/A
44. 2021 voter-approval tax rate, adjusted for prior year disaster. Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	N/A

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate Enter the 2021 NNR tax rate from Line 25.	\$1.279091
Voter-Approval Tax Rate As applicable, enter the 2021 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: <u>36</u>	\$1.343200

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.³⁵

print here Michael Ball

Printed Name of School District Representative

sign here

School District Representative

 **Chief Financial Officer** 8-11-2021
Date

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:
APRIL 1, 2021 – JUNE 30, 2021**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period April 1, 2021 – June 30, 2021, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period April 1, 2021 – June 30, 2021, totaled \$94,619. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Quarterly Investment Report For The Period: April 1, 2021 – June 30, 2021
2. Decline to Approve the Quarterly Investment Report For The Period: April 1, 2021 – June 30, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Quarterly Investment Report For The Period: April 1, 2021 – June 30, 2021

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

None

RATIONALE:

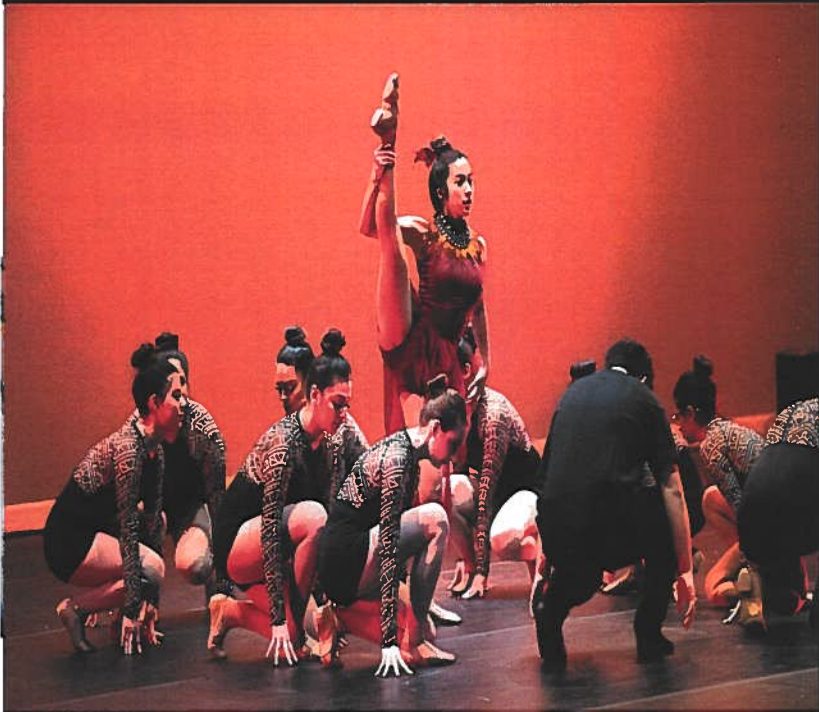
Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL)

INFORMATION SOURCE:

Michael Ball

Fort Worth Independent School District

Quarterly Investment Report April 1, 2021 – June 30, 2021



Published: July 27, 2021

Mr. Michael Ball, CPA

Chief Financial Officer

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

Ms. Gloria Bey, CPA
Controller

Ms. Tonya D. Wright
Treasurer



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
04/01/2021 - 06/30/2021




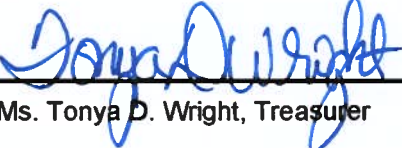
Investment Officer's Certification

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

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 0.02%
 Interest Earned During the Period: \$94,6198
 Interest Earned Fiscal Year to Date: \$953,750

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2013 BOND	2,668,029.08	2,668,029.08	2,668,029.08	0.60	0.06	1
CIP-2017 BOND FUND	58,014,998.86	58,014,998.86	58,014,998.86	13.01	0.06	1
Food Service Fund	2,833,016.77	2,833,016.77	2,833,016.77	0.64	0.06	1
General Operating Fund	253,308,581.05	253,517,317.05	253,517,585.41	56.86	0.06	22
Interest & Sinking Debt Service Fund	64,263,993.01	64,420,714.31	64,420,965.77	14.45	0.05	63
Internal Finance Fund	4,889,813.28	4,889,813.28	4,889,813.28	1.10	0.06	1
Real Estate Proceeds	22,144,642.12	22,144,642.12	22,144,642.12	4.97	0.06	1
Scholarships	560,185.46	582,348.56	581,419.57	0.13	0.06	1
TRE FUND	36,755,465.49	36,755,465.49	36,755,465.49	8.24	0.06	1
Total / Average	445,438,725.12	445,826,345.52	445,825,936.35	100.00	0.06	22

 _____ Mr. Michael Ball, Chief Financial Officer	<u>8/3/2021</u> _____ Date	 _____ Mr. David Johnson, Senior Officer	<u>7/29/2021</u> _____ Date
 _____ Ms. Gloria Bey, Controller	<u>7/28/2021</u> _____ Date	 _____ Ms. Tonya D. Wright, Treasurer	<u>7/28/2021</u> _____ Date

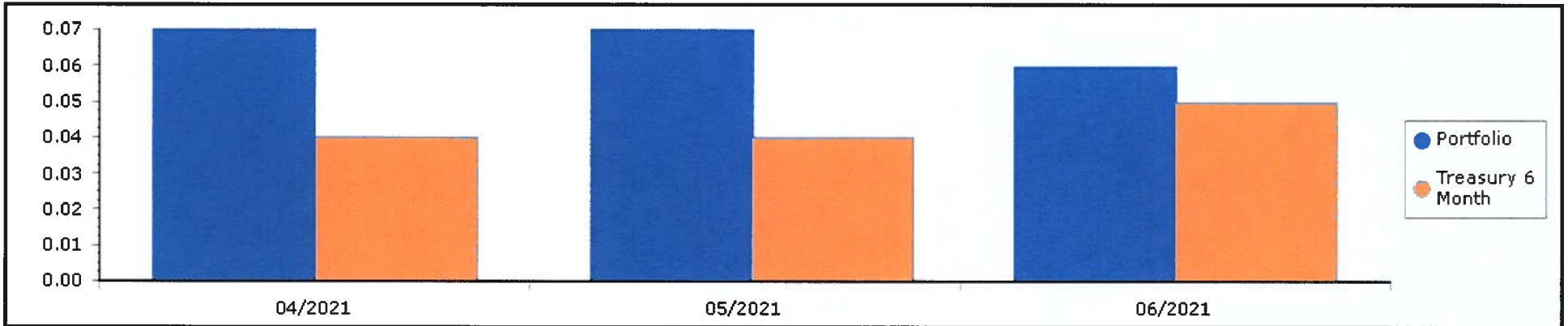


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 4/30/2021, End Date: 6/30/2021

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
4/30/2021	610,290,270.37	37,227.22	0.00	37,227.22	599,332,865.39	0.01	0.07	0.04
5/31/2021	564,386,632.19	33,935.14	0.00	33,935.14	545,131,163.65	0.01	0.07	0.04
6/30/2021	503,774,758.59	23,456.56	0.00	23,456.56	481,349,855.99	0.00	0.06	0.05
Total/Average	610,290,270.37	94,618.92	0.00	94,618.92	541,991,919.37	0.02	0.07	0.04

Annualized TRR-BV





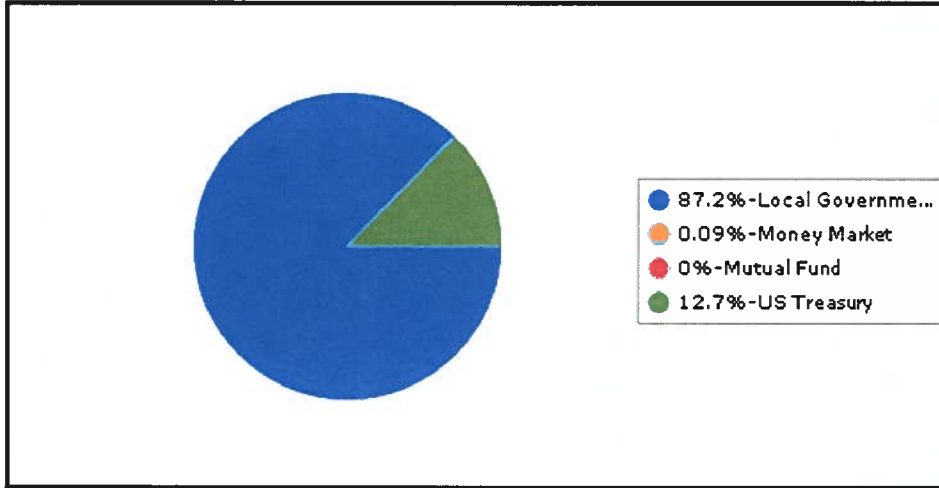
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 3/31/2021, End Date: 6/30/2021

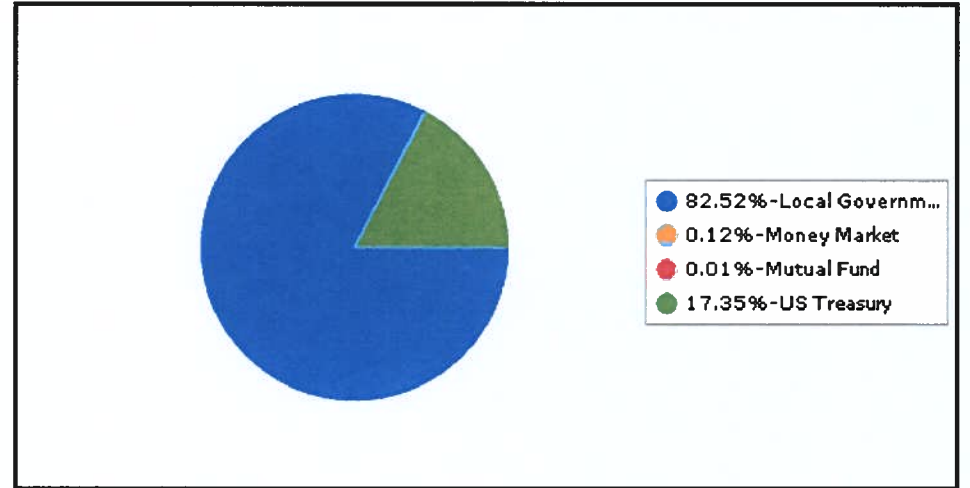
Security Sector Allocation

Security Sector	Book Value 3/31/2021	% of Portfolio 3/31/2021	Book Value 6/30/2021	% of Portfolio 6/30/2021
Local Government Investment Pool	532,098,733.77	87.20	367,907,090.48	82.52
Money Market	544,148.47	0.09	529,422.75	0.12
Mutual Fund	23,446.00	0.00	23,446.00	0.01
US Treasury	77,516,984.26	12.70	77,365,977.12	17.35
Total / Average	610,183,312.50	100.00	445,825,936.35	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021





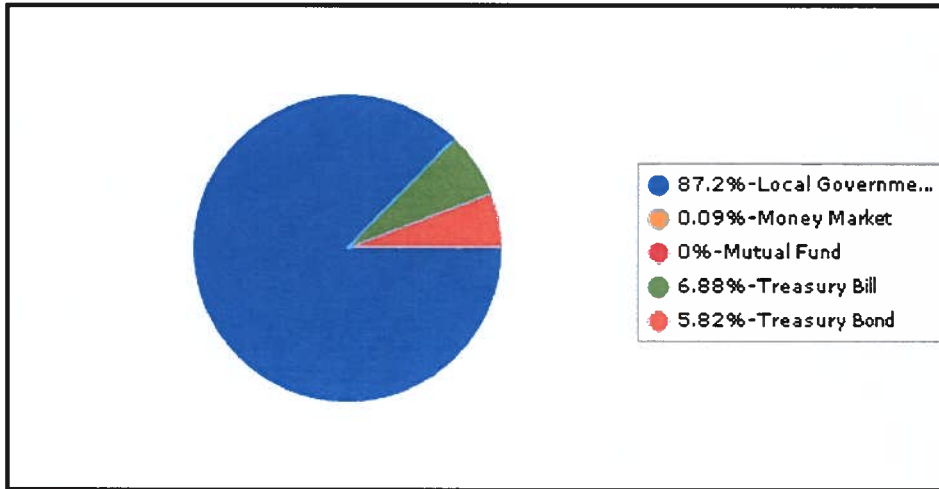
Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 3/31/2021, End Date: 6/30/2021

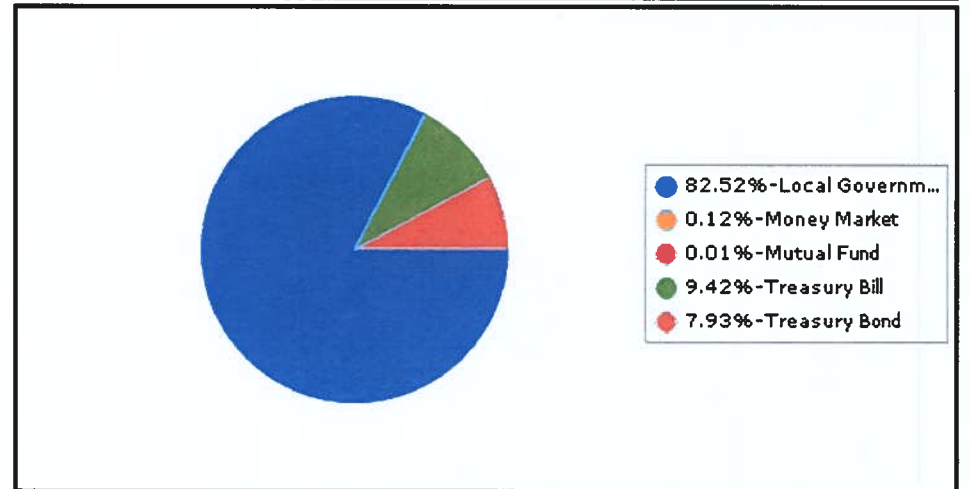
Security Type Allocation

Security Type	Book Value 3/31/2021	% of Portfolio 3/31/2021	Book Value 6/30/2021	% of Portfolio 6/30/2021
Local Government Investment Pool	532,098,733.77	87.20	367,907,090.48	82.52
Money Market	544,148.47	0.09	529,422.75	0.12
Mutual Fund	23,446.00	0.00	23,446.00	0.01
Treasury Bill	41,992,474.00	6.88	41,997,448.67	9.42
Treasury Bond	35,524,510.26	5.82	35,368,528.45	7.93
Total / Average	610,183,312.50	100.00	445,825,936.35	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021





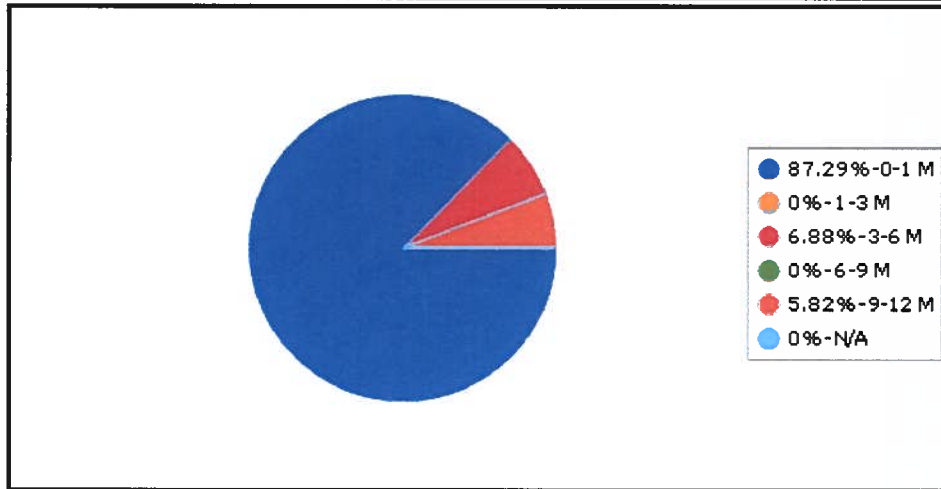
Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 3/31/2021, End Date: 6/30/2021

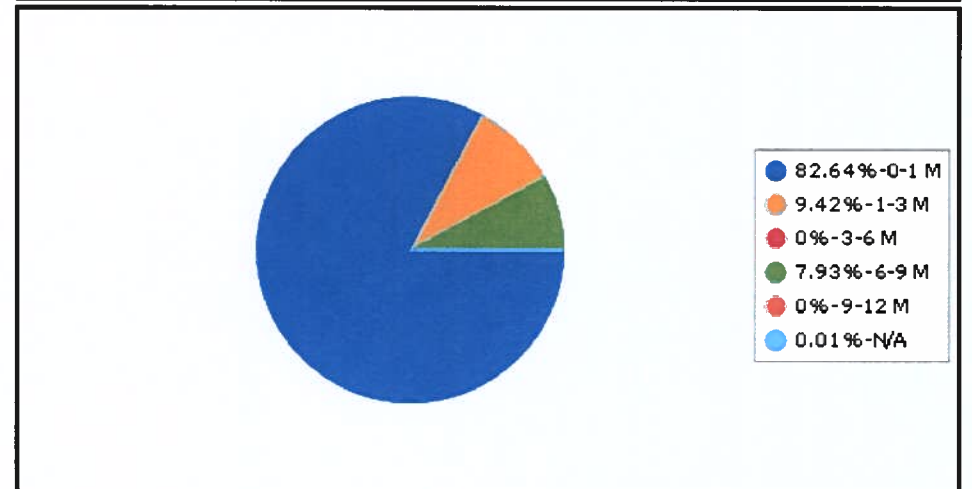
Maturity Range Allocation

Maturity Range	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
0-1 Month	532,642,882.24	87.29	368,436,513.23	82.64
1-3 Months	0.00	0.00	41,997,330.80	9.42
3-6 Months	41,994,730.00	6.88	0.00	0.00
6-9 Months	0.00	0.00	35,368,126.50	7.93
9-12 Months	35,526,445.50	5.82	0.00	0.00
N/A	23,976.86	0.00	24,374.99	0.01
Total / Average	610,188,034.60	100.00	445,826,346.52	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021





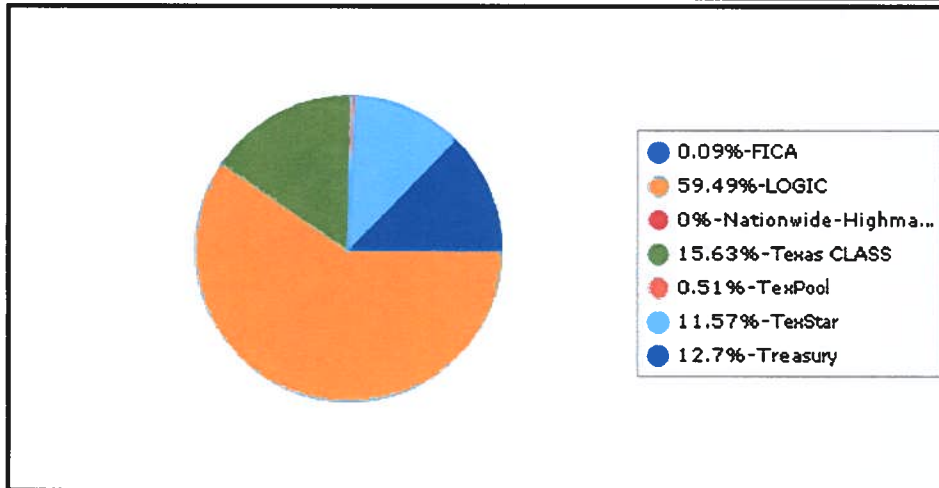
Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

Begin Date: 3/31/2021, End Date: 6/30/2021

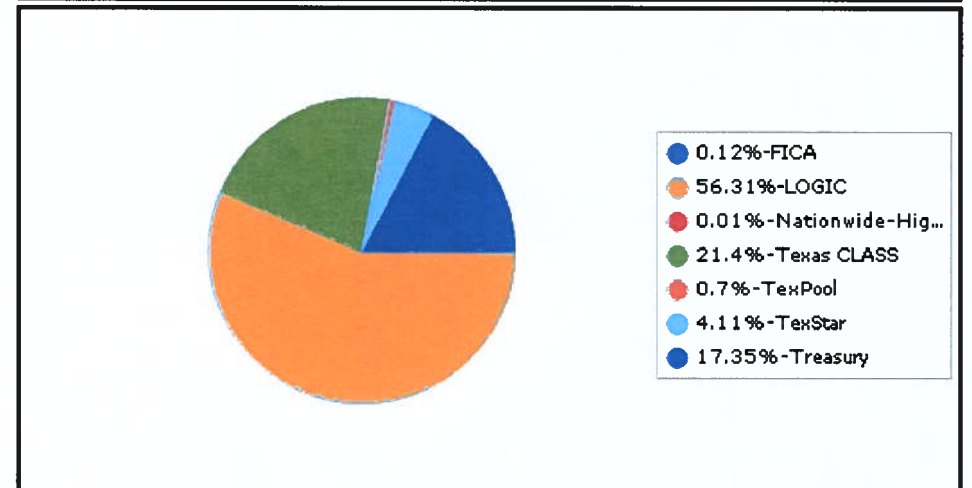
Issuer Allocation

Issuer	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
FICA	544,148.47	0.09	529,422.75	0.12
LOGIC	362,972,359.77	59.49	251,034,180.13	56.31
Nationwide-Highmark Bond	23,976.86	0.00	24,374.99	0.01
Texas CLASS	95,376,087.08	15.63	95,393,810.40	21.40
TexPool	3,140,349.00	0.51	3,140,444.75	0.70
TexStar	70,609,937.92	11.57	18,338,655.20	4.11
Treasury	77,521,175.50	12.70	77,365,457.30	17.35
Total / Average	610,188,034.60	100.00	445,826,345.52	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021





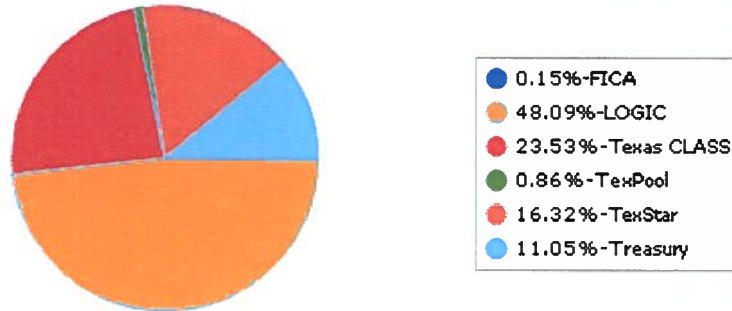
Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 3/31/2021, End Date: 6/30/2021

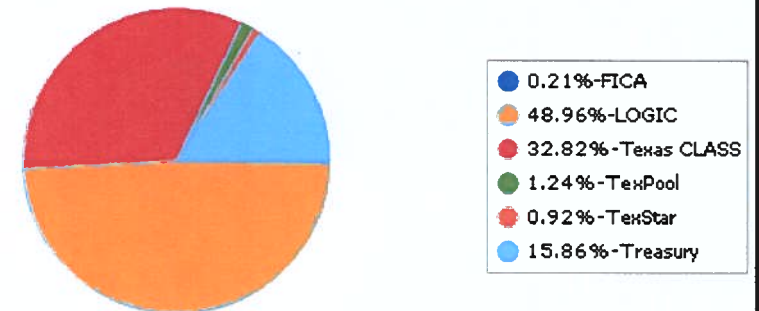
Issuer Allocation

Issuer	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
FICA	529,356.74	0.15	529,422.75	0.21
LOGIC	175,390,740.10	48.09	124,113,752.37	48.96
Texas CLASS	85,832,584.39	23.53	83,203,500.04	32.82
TexPool	3,140,349.00	0.86	3,140,444.75	1.24
TexStar	59,518,961.52	16.32	2,321,461.14	0.92
Treasury	40,298,240.00	11.05	40,208,736.00	15.86
Total / Average	364,710,231.75	100.00	253,517,317.05	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021

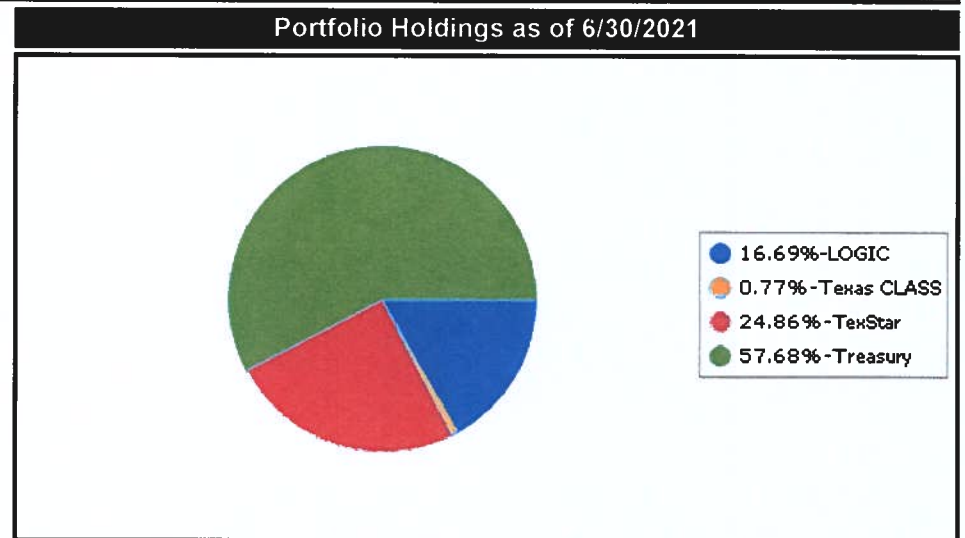
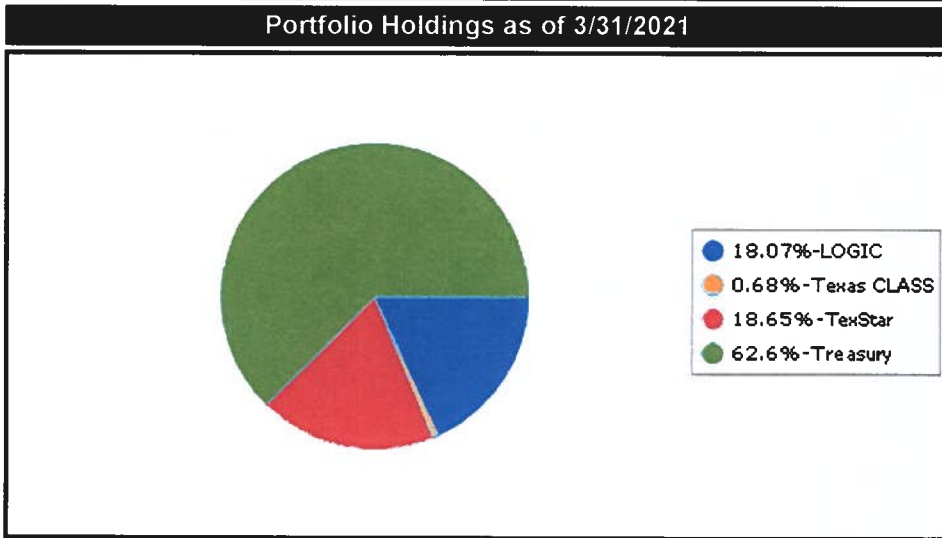




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 3/31/2021, End Date: 6/30/2021

Issuer Allocation				
Issuer	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
LOGIC	10,746,853.51	18.07	10,748,815.01	16.69
Texas CLASS	402,837.53	0.68	497,983.94	0.77
TexStar	11,090,976.40	18.65	16,017,194.06	24.86
Treasury	37,222,935.50	62.60	37,156,721.30	57.68
Total / Average	59,463,602.94	100.00	64,420,714.31	100.00





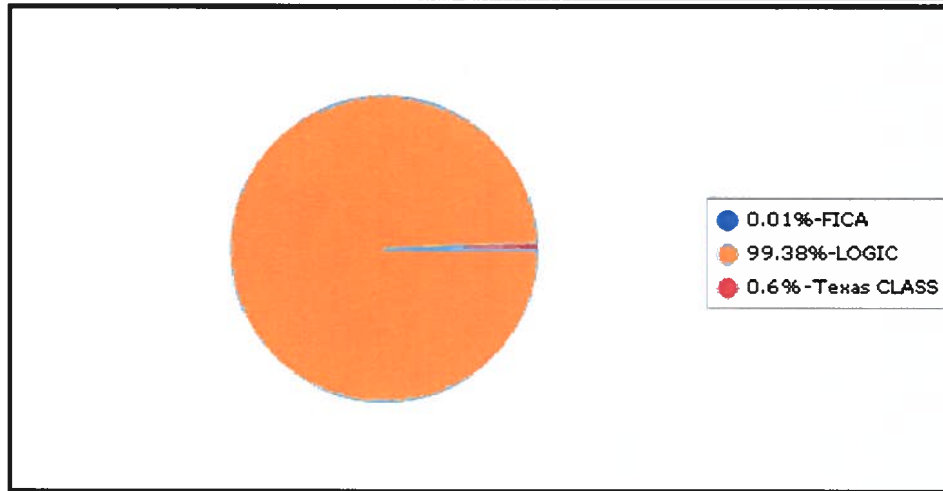
Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

Begin Date: 3/31/2021, End Date: 6/30/2021

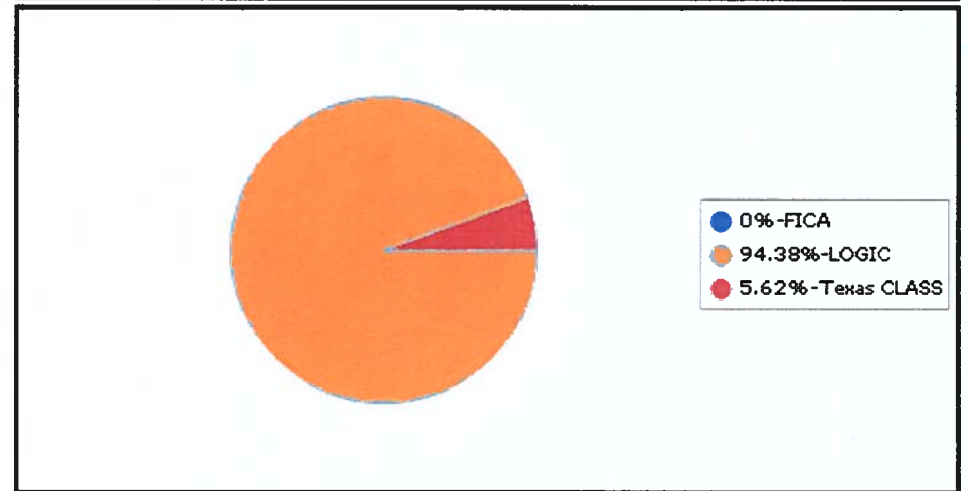
Issuer Allocation

Issuer	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
FICA	14,791.73	0.01	0.00	0.00
LOGIC	122,380,201.95	99.38	57,271,505.14	94.38
Texas CLASS	743,355.60	0.60	3,411,522.80	5.62
Total / Average	123,138,349.28	100.00	60,683,027.94	100.00

Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021





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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CIP-2013 BOND								
Texas CLASS LGIP		4/14/2014	2,668,029.08	100.00	2,668,029.08	0.6%	S&P-AA+	1
TXCLASS0007	2,668,029.08	0.06	2,668,029.08	0.06		0.00	NR	0
			2,668,029.08		2,668,029.08	0.6%		1
Sub Total CIP-2013 BOND	2,668,029.08	0.06	2,668,029.08	0.06		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	57,271,505.14	100.00	57,271,505.14	12.85%	NR	1
LOGIC13006	57,271,505.14	0.06	57,271,505.14	0.06		0.00	NR	0
Texas CLASS LGIP		5/4/2018	743,493.72	100.00	743,493.72	0.17%	NR	1
TXCLASS0009	743,493.72	0.06	743,493.72	0.06		0.00	NR	0
			58,014,998.86		58,014,998.86	13.02%		1
Sub Total CIP-2017 BOND FUND	58,014,998.86	0.06	58,014,998.86	0.06		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	2,833,016.77	100.00	2,833,016.77	0.64%	S&P-AA+	1
TXCLASS0002	2,833,016.77	0.06	2,833,016.77	0.06		0.00	NR	0
			2,833,016.77		2,833,016.77	0.64%		1
Sub Total Food Service Fund	2,833,016.77	0.06	2,833,016.77	0.06		0.00		0
General Operating Fund								
FICA MM		2/8/2016	529,422.75	100.00	529,422.75	0.12%	NR	1
FICA9057-GO	529,422.75	0.05	529,422.75	0.05		0.00	NR	0
LOGIC LGIP		9/25/2014	124,113,752.37	100.00	124,113,752.37	27.84%	NR	1
LOGIC13001	124,113,752.37	0.06	124,113,752.37	0.06		0.00	NR	0
T-Bill 0 8/26/2021		3/2/2021	19,995,083.33	99.99	19,998,378.00	4.49%	NR	57
912796D55	20,000,000.00	0.05	19,998,416.67	0.05	0.00	-38.67	NR	0.16
T-Bond 1.875 1/31/2022		3/2/2021	20,328,125.00	101.05	20,210,358.00	4.53%	NR	215
912828V72	20,000,000.00	0.09	20,210,587.69	0.08	155,386.74	-229.69	Moody's-Aa3	0.58



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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		5/31/2010	83,203,500.04	100.00	83,203,500.04	18.66%	S&P-AA+	1
TXCLASS0001	83,203,500.04	0.06	83,203,500.04	0.06		0.00	NR	0
TexPool LGIP		6/30/2010	3,140,444.75	100.00	3,140,444.75	0.7%	S&P-AA+	1
TEXPOOL00001	3,140,444.75	0.01	3,140,444.75	0.01		0.00	NR	0
TexStar LGIP		5/31/2010	2,321,461.14	100.00	2,321,461.14	0.52%	S&P-AA+	1
TEXSTAR11110	2,321,461.14	0.01	2,321,461.14	0.01		0.00	NR	0
Sub Total General Operating Fund	253,308,581.05	0.06	253,517,585.41	0.06	155,386.74	-268.36		0.06
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,748,815.01	100.00	10,748,815.01	2.41%	NR	1
LOGIC13003	10,748,815.01	0.06	10,748,815.01	0.06		0.00	NR	0
T-Bill 0 8/5/2021		3/2/2021	21,995,805.33	100.00	21,998,952.80	4.93%	NR	36
912796C64	22,000,000.00	0.05	21,999,032.00	0.05	0.00	-79.20	NR	0.1
T-Bond 1.875 1/31/2022		3/2/2021	15,246,093.75	101.05	15,157,768.50	3.4%	NR	215
912828V72	15,000,000.00	0.09	15,157,940.76	0.08	116,540.06	-172.26	Moody's-Aa3	0.58
Texas CLASS LGIP		5/31/2010	497,983.94	100.00	497,983.94	0.11%	S&P-AA+	1
TXCLASS0003	497,983.94	0.06	497,983.94	0.06		0.00	NR	0
TexStar LGIP		5/31/2010	16,017,194.06	100.00	16,017,194.06	3.59%	S&P-AA+	1
TEXSTAR33330	16,017,194.06	0.01	16,017,194.06	0.01		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	64,263,993.01	0.05	64,420,965.77	0.05	116,540.06	-251.46		0.17
Internal Finance Fund								
Texas CLASS LGIP		5/31/2010	4,889,813.28	100.00	4,889,813.28	1.1%	S&P-AA+	1
TXCLASS0005	4,889,813.28	0.06	4,889,813.28	0.06		0.00	NR	0
Sub Total Internal Finance Fund	4,889,813.28	0.06	4,889,813.28	0.06	0.00	0.00		0
Real Estate Proceeds								



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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		11/4/2020	22,144,642.12	100.00	22,144,642.12	4.97%	NR	1
LOGIC13007	22,144,642.12	0.06	22,144,642.12	0.06		0.00	NR	0
			22,144,642.12		22,144,642.12	4.97%		1
Sub Total Real Estate Proceeds	22,144,642.12	0.06	22,144,642.12	0.06		0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	11.02	24,374.99	0.01%	NR	
HIGHMARK857	2,211.89		23,446.00			928.99	NR	
Texas CLASS LGIP		4/24/2014	557,973.57	100.00	557,973.57	0.13%	S&P-AA+	1
TXCLASS0008	557,973.57	0.06	557,973.57	0.06		0.00	NR	0
			581,419.57		582,348.56	0.14%		1
Sub Total Scholarships	560,185.46	0.06	581,419.57	0.06		928.99		0
TRE FUND								
LOGIC LGIP		3/8/2018	36,755,465.49	100.00	36,755,465.49	8.24%	NR	1
LOGIC13005	36,755,465.49	0.06	36,755,465.49	0.06		0.00	NR	0
			36,755,465.49		36,755,465.49	8.24%		1
Sub Total TRE FUND	36,755,465.49	0.06	36,755,465.49	0.06		0.00		0
			446,025,066.64		445,826,345.52	100.00%		22
TOTAL PORTFOLIO	445,438,725.12	0.06	445,825,936.35	0.06	271,926.80	409.17		0.06

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: APPROVE ANNUAL INVESTMENT REPORT FOR THE PERIOD:
JULY 1, 2020 – JUNE 30, 2021**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2020 – June 30, 2021, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2020 – June 30, 2021, totaled \$953,750. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Investment Report for the Period: July 1, 2020 – June 30, 2021
2. Decline to Approve Annual Investment Report for the Period: July 1, 2020 – June 30, 2021
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Investment Report for the Period: July 1, 2020 – June 30, 2021

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

None

RATIONALE:

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

INFORMATION SOURCE:

Michael Ball

Fort Worth Independent School District

Annual Investment Report

July 1, 2020 – June 30, 2021

Mr. Michael Ball, CPA

Chief Financial Officer

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

Ms. Gloria Bey, CPA
Controller

Ms. Tonya D. Wright
Treasurer



Published: June 30, 2021





FORT WORTH INDEPENDENT SCHOOL DISTRICT
Annual Investment Report
07/01/2020 - 06/30/2021

Investment Officer's Certification

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

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 0.17%
 Interest Earned During the Period: \$953,750
 Interest Earned Fiscal Year to Date: \$953,750

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2013 BOND	2,668,029.08	2,668,029.08	2,668,029.08	0.60	0.06	1
CIP-2017 BOND FUND	58,014,998.86	58,014,998.86	58,014,998.86	13.01	0.06	1
Food Service Fund	2,833,016.77	2,833,016.77	2,833,016.77	0.64	0.06	1
General Operating Fund	253,308,581.05	253,517,317.05	253,517,585.41	56.86	0.06	22
Interest & Sinking Debt Service Fund	64,263,993.01	64,420,714.31	64,420,965.77	14.45	0.05	63
Internal Finance Fund	4,889,813.28	4,889,813.28	4,889,813.28	1.10	0.06	1
Real Estate Proceeds	22,144,642.12	22,144,642.12	22,144,642.12	4.97	0.06	1
Scholarships	560,185.46	582,348.56	581,419.57	0.13	0.06	1
TRE FUND	36,755,465.49	36,755,465.49	36,755,465.49	8.24	0.06	1
Total / Average	445,438,725.12	445,826,345.52	445,825,936.35	100.00	0.06	22

Michael Ball
 Mr. Michael Ball, Chief Financial Officer

8/3/2021
 Date

David Johnson
 Mr. David Johnson, Senior Officer

7/29/2021
 Date

Gloria Bey
 Ms. Gloria Bey, Controller

7/23/2021
 Date

Tonya D. Wright
 Ms. Tonya D. Wright, Treasurer

7/23/2021
 Date

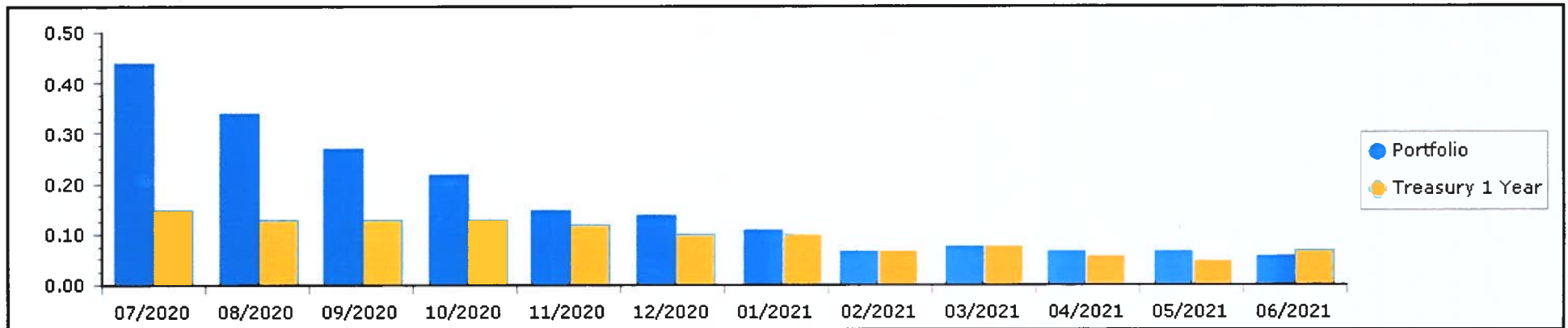


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2020, End Date: 6/30/2021

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
7/31/2020	554,051,498.52	197,560.42	0.00	197,560.42	539,393,778.55	0.04	0.44	0.15
8/31/2020	517,279,626.60	151,278.44	0.00	151,278.44	539,241,573.97	0.03	0.34	0.13
9/30/2020	579,279,598.07	129,259.47	0.00	129,259.47	569,045,268.20	0.02	0.27	0.13
10/31/2020	564,765,303.31	98,372.05	0.00	98,372.05	546,042,411.87	0.02	0.22	0.13
11/30/2020	543,835,516.32	67,943.35	0.00	67,943.35	542,952,335.51	0.01	0.15	0.12
12/31/2020	529,076,423.66	63,021.17	0.00	63,021.17	525,753,532.00	0.01	0.14	0.10
1/31/2021	548,308,251.64	61,047.81	0.00	61,047.81	661,632,450.03	0.01	0.11	0.10
2/28/2021	724,257,618.53	44,584.23	0.00	44,584.23	747,421,709.74	0.01	0.07	0.07
3/31/2021	685,047,195.32	45,205.96	0.00	45,205.96	652,573,473.70	0.01	0.08	0.08
4/30/2021	610,290,270.37	37,227.22	0.00	37,227.22	599,332,865.39	0.01	0.07	0.06
5/31/2021	564,386,632.19	33,935.14	0.00	33,935.14	545,131,163.65	0.01	0.07	0.05
6/30/2021	503,774,758.59	23,456.56	0.00	23,456.56	481,349,855.99	0.00	0.06	0.07
Total/Average	554,051,498.52	953,750.21	0.00	953,750.21	577,596,246.30	0.17	0.17	0.10

Annualized TRR-BV





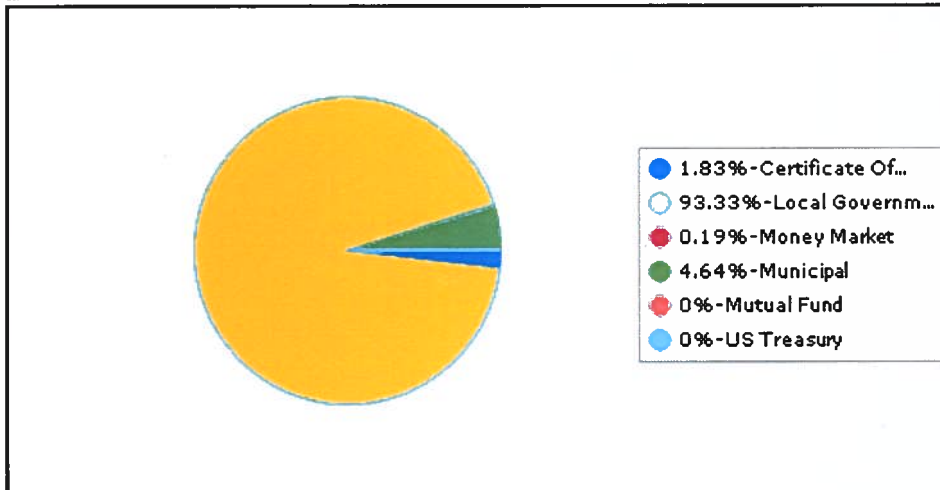
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 6/30/2020, End Date: 6/30/2021

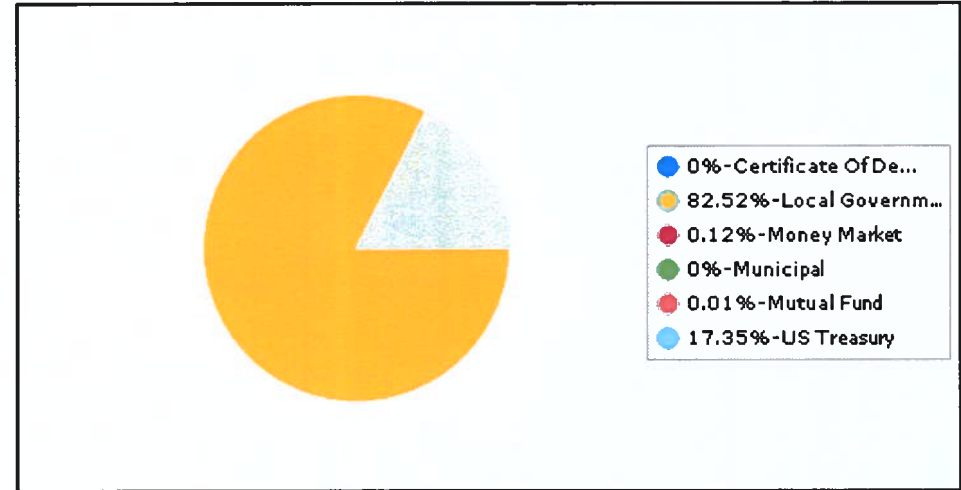
Security Sector Allocation

Security Sector	Book Value 6/30/2020	% of Portfolio 6/30/2020	Book Value 6/30/2021	% of Portfolio 6/30/2021
Certificate Of Deposit	10,121,052.33	1.83	0.00	0.00
Local Government Investment Pool	516,757,081.68	93.33	367,907,090.48	82.52
Money Market	1,061,380.86	0.19	529,422.75	0.12
Municipal	25,705,743.79	4.64	0.00	0.00
Mutual Fund	23,446.00	0.00	23,446.00	0.01
US Treasury	0.00	0.00	77,365,977.12	17.35
Total / Average	553,668,704.66	100.00	445,825,936.35	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 6/30/2021



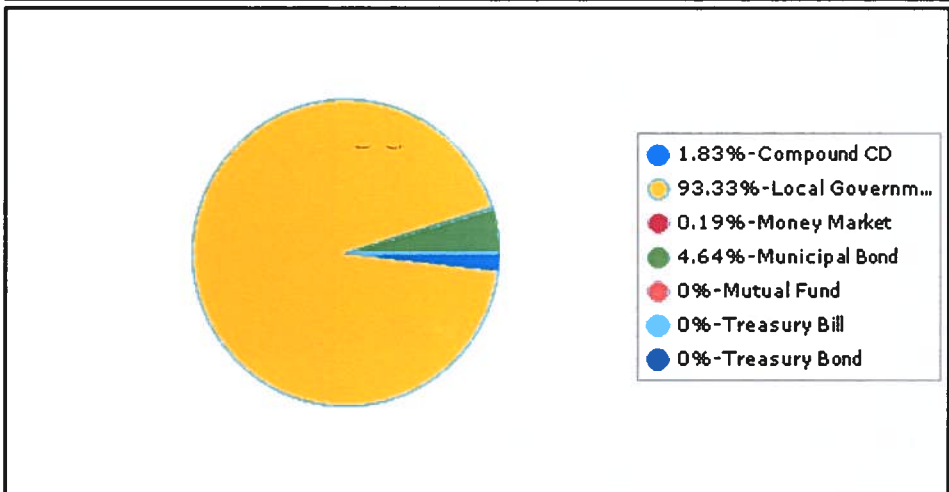


Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

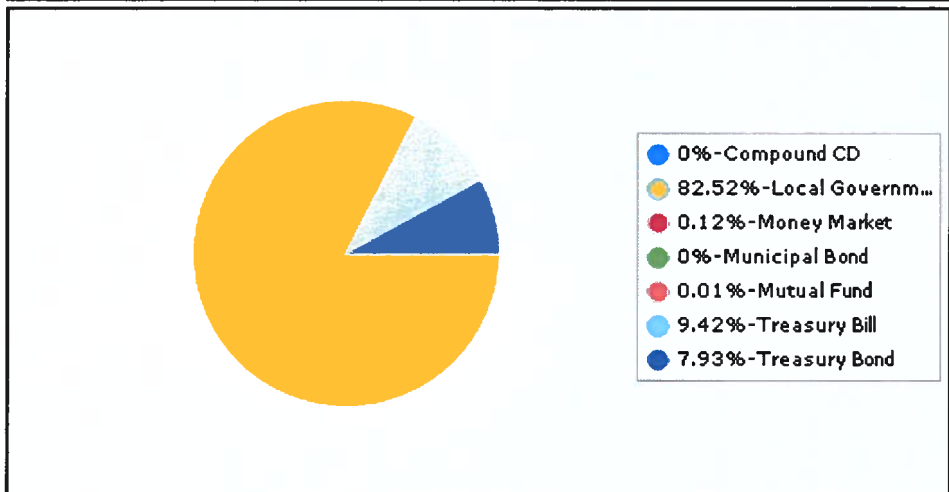
Begin Date: 6/30/2020, End Date: 6/30/2021

Security Type Allocation				
Security Type	Book Value 6/30/2020	% of Portfolio 6/30/2020	Book Value 6/30/2021	% of Portfolio 6/30/2021
Compound CD	10,121,052.33	1.83	0.00	0.00
Local Government Investment Pool	516,757,081.68	93.33	367,907,090.48	82.52
Money Market	1,061,380.86	0.19	529,422.75	0.12
Municipal Bond	25,705,743.79	4.64	0.00	0.00
Mutual Fund	23,446.00	0.00	23,446.00	0.01
Treasury Bill	0.00	0.00	41,997,448.67	9.42
Treasury Bond	0.00	0.00	35,368,528.45	7.93
Total / Average	553,668,704.66	100.00	445,825,936.35	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 6/30/2021

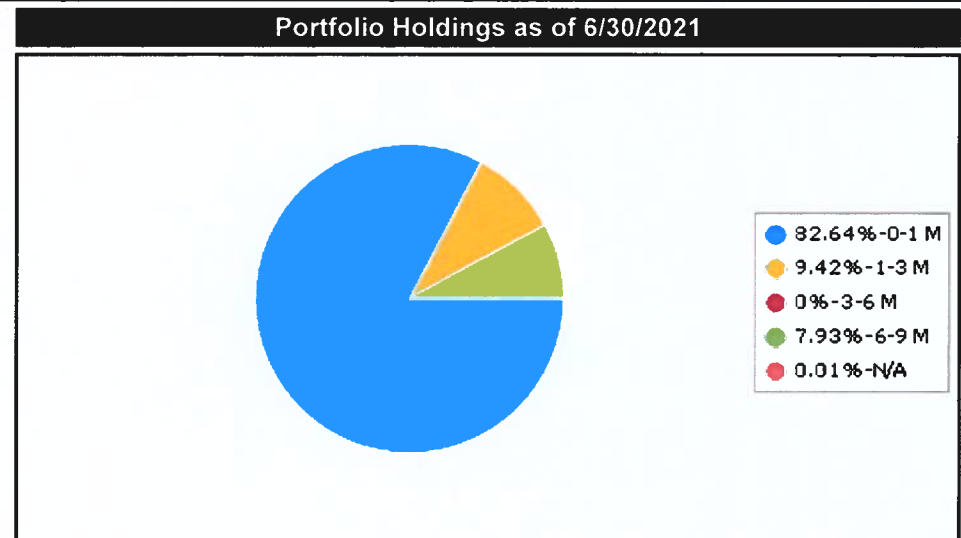
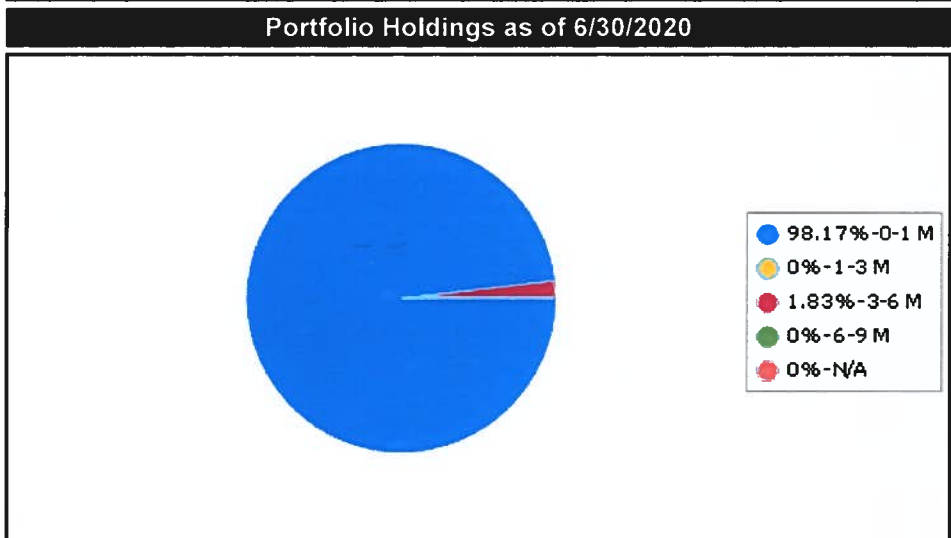




Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 6/30/2020, End Date: 6/30/2021

Maturity Range Allocation				
Maturity Range	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 6/30/2021	% of Portfolio 6/30/2021
0-1 Month	543,523,462.54	98.17	368,436,513.23	82.64
1-3 Months	0.00	0.00	41,997,330.80	9.42
3-6 Months	10,121,052.33	1.83	0.00	0.00
6-9 Months	0.00	0.00	35,368,126.50	7.93
N/A	25,480.94	0.00	24,374.99	0.01
Total / Average	553,669,995.81	100.00	445,826,345.52	100.00



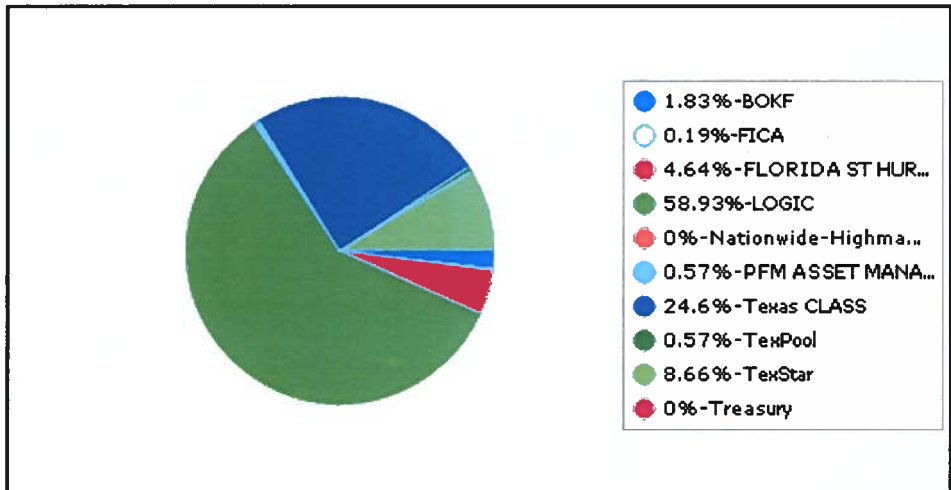


Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

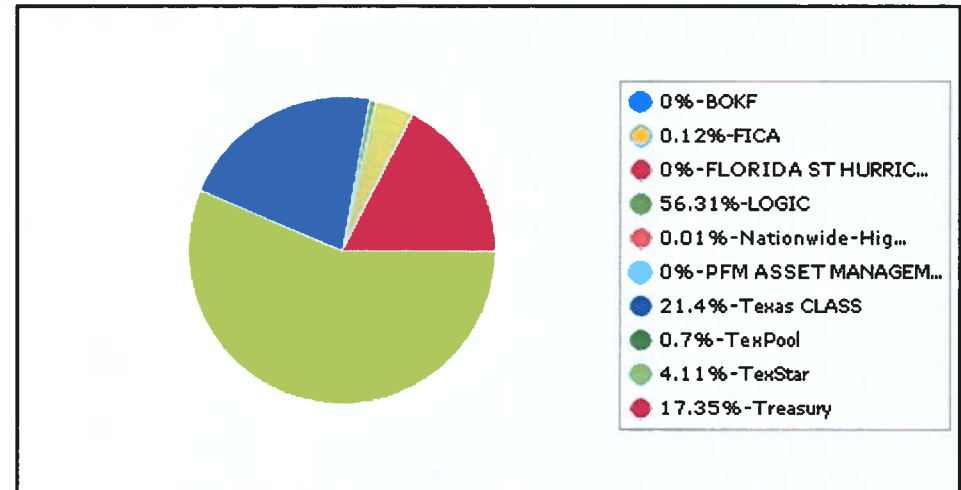
Begin Date: 6/30/2020, End Date: 6/30/2021

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 6/30/2021	% of Portfolio 6/30/2021
BOKF	10,121,052.33	1.83	0.00	0.00
FICA	1,061,380.86	0.19	529,422.75	0.12
FLORIDA ST HURRICANE	25,705,000.00	4.64	0.00	0.00
LOGIC	326,298,115.95	58.93	251,034,180.13	56.31
Nationwide-Highmark Bond	25,480.94	0.00	24,374.99	0.01
PFM ASSET MANAGEMENT	3,150,753.07	0.57	0.00	0.00
Texas CLASS	136,204,958.77	24.60	95,393,810.40	21.40
TexPool	3,137,661.95	0.57	3,140,444.75	0.70
TexStar	47,965,591.94	8.66	18,338,655.20	4.11
Treasury	0.00	0.00	77,365,457.30	17.35
Total / Average	553,669,995.81	100.00	445,826,345.52	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 6/30/2021



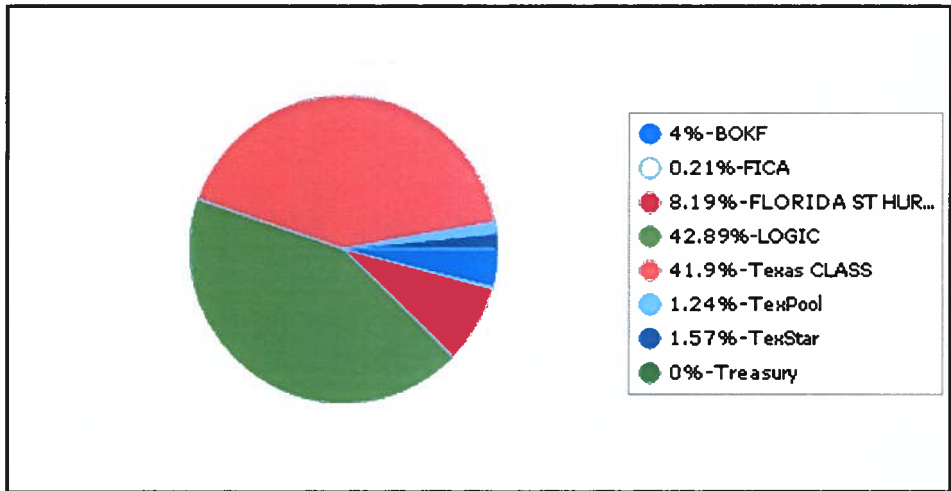


Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

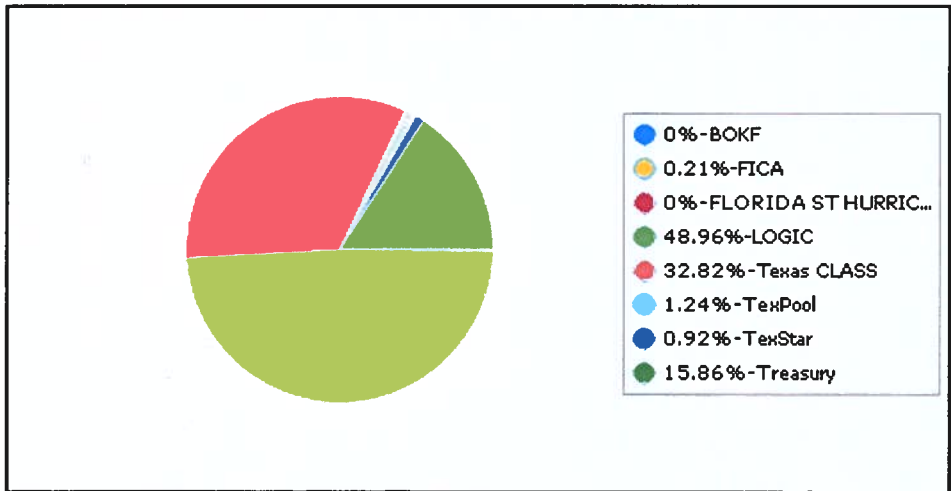
Begin Date: 6/30/2020, End Date: 6/30/2021

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 6/30/2021	% of Portfolio 6/30/2021
BOKF	10,121,052.33	4.00	0.00	0.00
FICA	528,985.00	0.21	529,422.75	0.21
FLORIDA ST HURRICANE	20,705,000.00	8.19	0.00	0.00
LOGIC	108,441,799.09	42.89	124,113,752.37	48.96
Texas CLASS	105,950,934.73	41.90	83,203,500.04	32.82
TexPool	3,137,661.95	1.24	3,140,444.75	1.24
TexStar	3,966,389.60	1.57	2,321,461.14	0.92
Treasury	0.00	0.00	40,208,736.00	15.86
Total / Average	252,851,822.70	100.00	253,517,317.05	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 6/30/2021

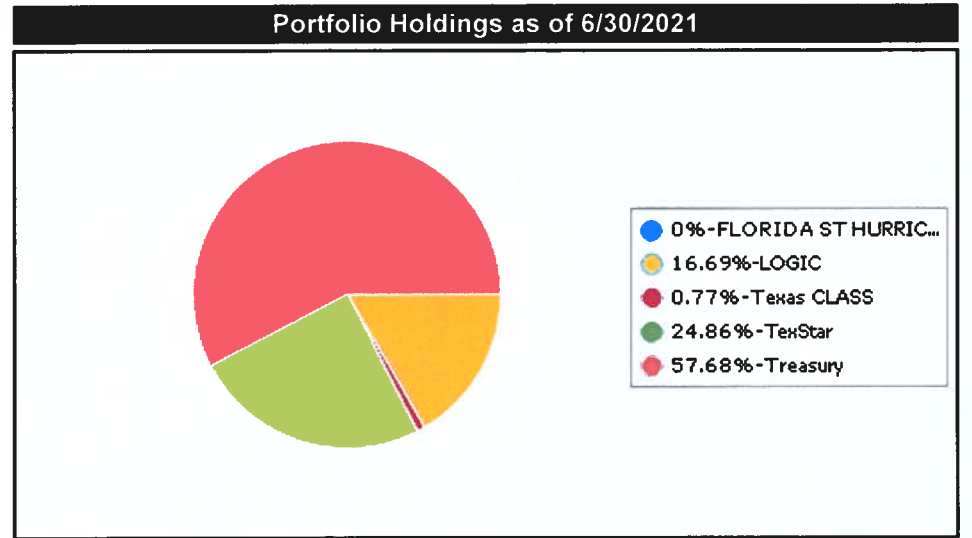
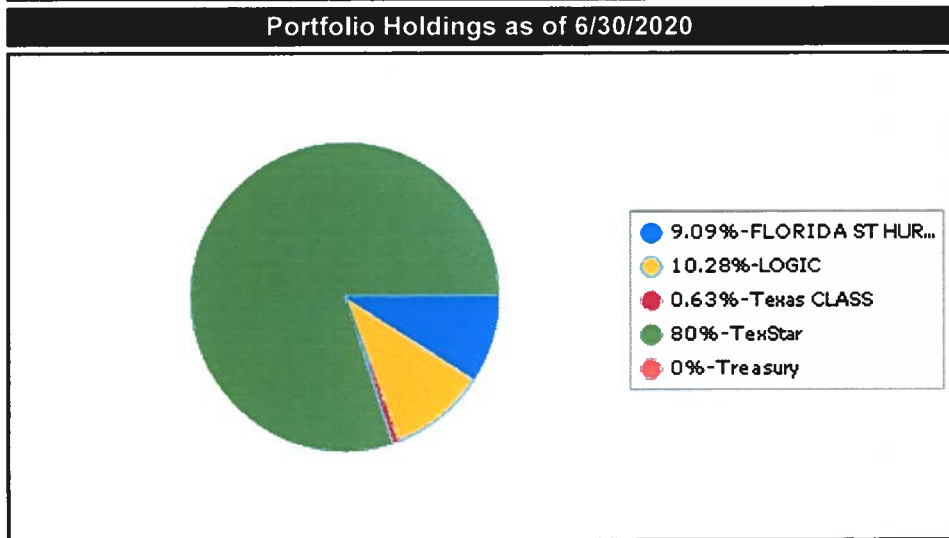




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 6/30/2020, End Date: 6/30/2021

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 6/30/2021	% of Portfolio 6/30/2021
FLORIDA ST HURRICANE	5,000,000.00	9.09	0.00	0.00
LOGIC	5,651,851.81	10.28	10,748,815.01	16.69
Texas CLASS	344,865.69	0.63	497,983.94	0.77
TexStar	43,999,202.34	80.00	16,017,194.06	24.86
Treasury	0.00	0.00	37,156,721.30	57.68
Total / Average	54,995,919.84	100.00	64,420,714.31	100.00



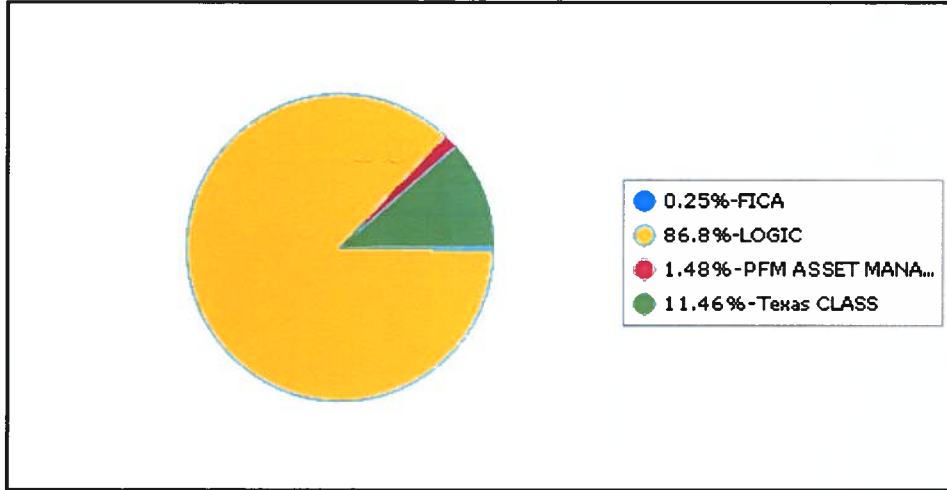


Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

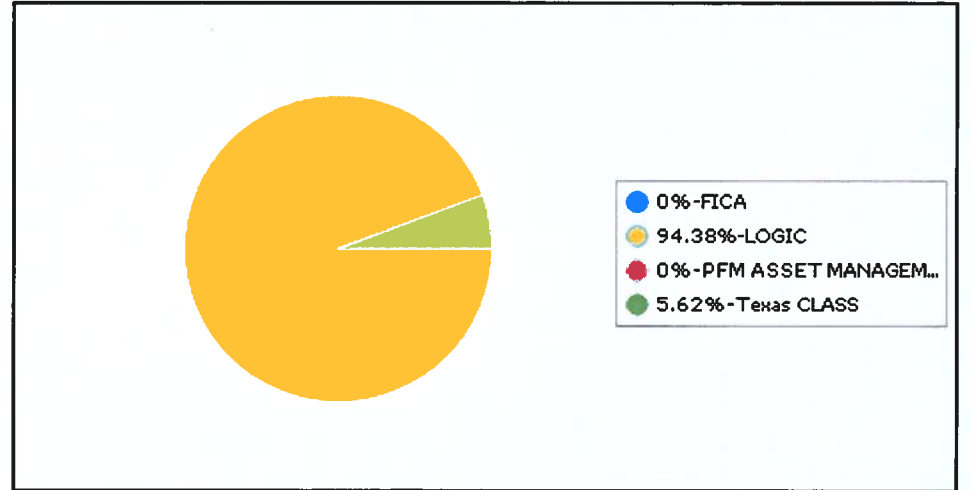
Begin Date: 6/30/2020, End Date: 6/30/2021

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 6/30/2021	% of Portfolio 6/30/2021
FICA	532,395.86	0.25	0.00	0.00
LOGIC	184,415,810.58	86.80	57,271,505.14	94.38
PFM ASSET MANAGEMENT	3,150,753.07	1.48	0.00	0.00
Texas CLASS	24,349,622.04	11.46	3,411,522.80	5.62
Total / Average	212,448,581.55	100.00	60,683,027.94	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 6/30/2021





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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CIP-2013 BOND								
Texas CLASS LGIP		4/14/2014	2,668,029.08	100.00	2,668,029.08	0.6%	S&P-AA+	1
TXCLASS0007	2,668,029.08	0.06	2,668,029.08	0.06		0.00	NR	0
			2,668,029.08		2,668,029.08	0.6%		1
Sub Total CIP-2013 BOND	2,668,029.08	0.06	2,668,029.08	0.06		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	57,271,505.14	100.00	57,271,505.14	12.85%	NR	1
LOGIC13006	57,271,505.14	0.06	57,271,505.14	0.06		0.00	NR	0
Texas CLASS LGIP		5/4/2018	743,493.72	100.00	743,493.72	0.17%	NR	1
TXCLASS0009	743,493.72	0.06	743,493.72	0.06		0.00	NR	0
			58,014,998.86		58,014,998.86	13.02%		1
Sub Total CIP-2017 BOND FUND	58,014,998.86	0.06	58,014,998.86	0.06		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	2,833,016.77	100.00	2,833,016.77	0.64%	S&P-AA+	1
TXCLASS0002	2,833,016.77	0.06	2,833,016.77	0.06		0.00	NR	0
			2,833,016.77		2,833,016.77	0.64%		1
Sub Total Food Service Fund	2,833,016.77	0.06	2,833,016.77	0.06		0.00		0
General Operating Fund								
FICA MM		2/8/2016	529,422.75	100.00	529,422.75	0.12%	NR	1
FICA9057-GO	529,422.75	0.05	529,422.75	0.05		0.00	NR	0
LOGIC LGIP		9/25/2014	124,113,752.37	100.00	124,113,752.37	27.84%	NR	1
LOGIC13001	124,113,752.37	0.06	124,113,752.37	0.06		0.00	NR	0
T-Bill 0 8/26/2021		3/2/2021	19,995,083.33	99.99	19,998,378.00	4.49%	NR	57
912796D55	20,000,000.00	0.05	19,998,416.67	0.05	0.00	-38.67	NR	0.16
T-Bond 1.875 1/31/2022		3/2/2021	20,328,125.00	101.05	20,210,358.00	4.53%	NR	215
912828V72	20,000,000.00	0.09	20,210,587.69	0.08	155,386.74	-229.69	Moody's-Aa3	0.58



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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		5/31/2010	83,203,500.04	100.00	83,203,500.04	18.66%	S&P-AA+	1
TXCLASS0001	83,203,500.04	0.06	83,203,500.04	0.06		0.00	NR	0
TexPool LGIP		6/30/2010	3,140,444.75	100.00	3,140,444.75	0.7%	S&P-AA+	1
TEXPOOL00001	3,140,444.75	0.01	3,140,444.75	0.01		0.00	NR	0
TexStar LGIP		5/31/2010	2,321,461.14	100.00	2,321,461.14	0.52%	S&P-AA+	1
TEXSTAR11110	2,321,461.14	0.01	2,321,461.14	0.01		0.00	NR	0
Sub Total General Operating Fund	253,308,581.05	0.06	253,517,585.41	0.06	155,386.74	-268.36		0.06
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,748,815.01	100.00	10,748,815.01	2.41%	NR	1
LOGIC13003	10,748,815.01	0.06	10,748,815.01	0.06		0.00	NR	0
T-Bill 0 8/5/2021		3/2/2021	21,995,805.33	100.00	21,998,952.80	4.93%	NR	36
912796C64	22,000,000.00	0.05	21,999,032.00	0.05	0.00	-79.20	NR	0.1
T-Bond 1.875 1/31/2022		3/2/2021	15,246,093.75	101.05	15,157,768.50	3.4%	NR	215
912828V72	15,000,000.00	0.09	15,157,940.76	0.08	116,540.06	-172.26	Moody's-Aa3	0.58
Texas CLASS LGIP		5/31/2010	497,983.94	100.00	497,983.94	0.11%	S&P-AA+	1
TXCLASS0003	497,983.94	0.06	497,983.94	0.06		0.00	NR	0
TexStar LGIP		5/31/2010	16,017,194.06	100.00	16,017,194.06	3.59%	S&P-AA+	1
TEXSTAR33330	16,017,194.06	0.01	16,017,194.06	0.01		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	64,263,993.01	0.05	64,420,965.77	0.05	116,540.06	-251.46		0.17
Internal Finance Fund								
Texas CLASS LGIP		5/31/2010	4,889,813.28	100.00	4,889,813.28	1.1%	S&P-AA+	1
TXCLASS0005	4,889,813.28	0.06	4,889,813.28	0.06		0.00	NR	0
Sub Total Internal Finance Fund	4,889,813.28	0.06	4,889,813.28	0.06	4,889,813.28	1.1%		1
Real Estate Proceeds								
Sub Total Real Estate Proceeds	0.00	0.00	0.00	0.00	0.00	0.00		0.00



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

Date: 6/30/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		11/4/2020	22,144,642.12	100.00	22,144,642.12	4.97%	NR	1
LOGIC13007	22,144,642.12	0.06	22,144,642.12	0.06		0.00	NR	0
Sub Total Real Estate Proceeds	22,144,642.12	0.06	22,144,642.12	0.06	22,144,642.12	4.97%		1
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	11.02	24,374.99	0.01%	NR	
HIGHMARK857	2,211.89		23,446.00			928.99	NR	
Texas CLASS LGIP		4/24/2014	557,973.57	100.00	557,973.57	0.13%	S&P-AA+	1
TXCLASS0008	557,973.57	0.06	557,973.57	0.06		0.00	NR	0
Sub Total Scholarships	560,185.46	0.06	581,419.57	0.06	582,348.56	0.14%		0
TRE FUND								
LOGIC LGIP		3/8/2018	36,755,465.49	100.00	36,755,465.49	8.24%	NR	1
LOGIC13005	36,755,465.49	0.06	36,755,465.49	0.06		0.00	NR	0
Sub Total TRE FUND	36,755,465.49	0.06	36,755,465.49	0.06	36,755,465.49	8.24%		0
TOTAL PORTFOLIO	445,438,725.12	0.06	446,025,066.64	0.06	445,826,345.52	100.00%		22
			445,825,936.35		271,926.80	409.17		0.06

CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at Young Men’s Leadership Academy (Job No. 083-131 / Bid #19-091) on August 27, 2019.

The Furniture, Fixtures, and Equipment (FF&E) for this project will be purchased in phases as the addition/renovations in specific areas are complete. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Young Men’s Leadership Academy addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-083-99-000-083131

COST:

Not-to-Exceed - \$1,639,550

VENDOR:

School Specialty - RFP #19-005

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Young Men's Leadership Academy

RATIONALE:

The purchase of FF&E is necessary for the addition and newly renovated spaces at Young Men's Leadership Academy in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: 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**

BACKGROUND:

On December 10, 2019, the Board of Education gave authorization to enter a contract for JOC HAZMAT abatement services for Job No. 006-202 Eastern Hills High School in an amount not-to-exceed \$880,000. During the phased abatement over the summer of 2020 a large amount of Concrete Masonry Unit (CMU) texture, and other asbestos material was discovered, and an additional contract was entered into in the amount of \$419,202.80.

During this final phase for construction in the cafeteria, band hall, and portables additional asbestos material was discovered. This agenda item requests additional spending authority for JOC HAZMAT abatement services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

2017 CIP	671-81-6629-A42-006-99-000-006202.....\$130,983.88
	671-81-6629-H42-006-99-000-006202.....\$12,680.00

COST:

Not-to-Exceed - \$143,663.88

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/DEPARTMENTS

Capital Improvement Program
Eastern Hills 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: Eastern Hills High School

Date 7/9/2021

Asbestos Abatement - Band Hall, Cafeteria and Portables

School Street address: 5701 Shelton Street, Fort Worth, TX 76112

Short Job Descr.: _____

FWISD Job #: 006-202

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
1 General											
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	\$ -
2 Thermal Systems Ir											
2a.	3" Diameter TSI from Pipe	159	High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ 2,862.00
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2b.	4" Diameter TSI from Pipe	47	High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ 846.00
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2c.	6" Diameter TSI from Pipe	603	High	Lineal Feet (L.F.)	\$ 14.00	<=200 LF	1.5		\$ 21.00	0.00	\$ -
			High			>200 LF	1.5		\$ 21.00	0.00	\$ 12,663.00
			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	\$ -
3 Spray Applied Mat											
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: Eastern Hills High School

Date 7/9/2021

Asbestos Abatement - Band Hall, Cafeteria and Portables

School Street address: 5701 Shelton Street, Fort Worth, TX 76112

Short Job Descr.: _____

FWISD Job #: 006-202

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
4 Flooring											
4a.	Floor Tile & Mastic	465	High	Square Feet (S.F.)	\$ 2.00	<=200 SF	1.5		\$ 3.00	0.00	\$ -
			High			>200 SF	1.5		\$ 3.00	0.00	\$ 1,395.00
			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)	1536	Low	Square Feet (S.F.)	\$ 5.00	<=200 SF	1		\$ 5.00	0.00	\$ -
			Low			>200 SF	1		\$ 5.00	0.00	\$ 7,680.00
			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	\$ -
5 Ceilings *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	220	Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ 2,310.00
			Medium			Overtime	2		\$ 10.50	0.00	\$ -
5f.	Insulation on Plaster Ceiling	465	Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ 4,882.50
			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	\$ -
6 Windows											
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	12	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			Overtime	1.5		\$ 450.00	0.00	\$ -
			Medium			(>=12 SF < 32SF)	1.5		\$ 750.00	0.00	\$ 9,000.00
			Medium			Overtime	1.5		\$ 750.00	0.00	\$ -
6c.	Window Unit	5	Medium	Each	\$ 750.00	(>=32 SF < 72 SF)	1.5		\$ 1,125.00	0.00	\$ 5,625.00
			Medium			Overtime	1.5		\$ 1,125.00	0.00	\$ -

DWW Abatement, Inc. (FWISD ven# 24711)
HAZMAT ABATEMENT PROPOSAL (CSP 19-002)

School Name: Eastern Hills High School

Date 7/9/2021

Asbestos Abatement - Band Hall, Cafeteria and Portables

School Street address: 5701 Shelton Street, Fort Worth, TX 76112

Short Job Descr.: _____

FWISD Job #: 006-202

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
7 Walls & Millwork											
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	1816	Low	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			Low			>200 SF	2		\$ 16.00	0.00	\$ 29,056.00
			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	\$ -
8 Roofing											
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	\$ -
9 Soils											
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	2325	Medium	Square Feet (S.F.)	\$ 3.00	All	2		\$ 6.00	0.00	\$ -
			Medium			Overtime	2		\$ 6.00	0.00	\$ 13,950.00
10 HVAC											
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	1820	Medium	Square Feet (S.F.)	\$ 4.00	All	2		\$ 8.00	0.00	\$ 14,560.00
			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: Eastern Hills High School

Date 7/9/2021

Asbestos Abatement - Band Hall, Cafeteria and Portables

School Street address: 5701 Shelton Street, Fort Worth, TX 76112

Short Job Descr.: _____

FWISD Job #: 006-202

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:	\$ 104,829.50
12	Items not detailed above										
	mini-containmen	12		ea	\$ 1,500.00		1.00		\$ 1,500.00		\$ 18,000.00
	demo cabinets	1		ea	\$ 3,970.00		1.00		\$ 3,970.00		\$ 3,970.00
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
	<<QTY>>				<<BASE>>		<<CO>>				
										Total Other	\$ 21,970.00

ISD Account Code A42 (Abatement)

GRAND TOTAL \$ 126,799.50

ISD Account Code H42 (Abatement Contingency)

10% of Grand Total or \$1,000 whichever is greater* \$ 12,680.00
 *rounded up to whole dollar

13 Payment or Performance Bond If Testing amount over \$24,999.99

Base + Contingency for Bond Amount Testing \$ 139,479.50

PAYMENT Bond Calculation If Base + Contingency Over \$24,999.99

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
1.50%	139,479.50	2,092.19

PERFORMANCE Bond Calculation If Base + Contingency Over \$100,000

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
1.50%	139,479.50	2,092.19

Costs of Applicable bonds 4,184.38

Total Base + Contingency + Applicable Bonds \$ 143,663.88

14 Final Proposal Amount

Base Contact (base before bonds + any bonds) \$ 130,983.88
 A42 Abatement

Contingency \$ 12,680.00
 H42 Abatement Contingency

Total Proposal Amount \$ 143,663.88

Revised 2/12/19

ACTION AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: APPROVE RENEWAL PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE OF THE TEXAS ESSENTIAL KNOWLEDGE AND SKILLS (TEKS) RESOURCE SUBSCRIPTION THROUGH REGION 11 FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND:

The District has developed curriculum in all core-subject areas over the past summer and academic year. The District curriculum is written on an Understanding by Design (UbD) framework. This framework is conceptual and highly effective in helping teachers design activities to engage students. The supplemental resource proposed for purchase is used either as a core-subject curriculum or a supplemental resource in 75% of the districts in Texas. The District will use it as a resource and a supplement to provide teachers with a greater variance of activities and assessments as a complement to the District-produced core curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2021-2022 School Year
2. Decline to Approve Renewal Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-21-6239-001-999-99-119-000000.....\$182,512
	199-21-6239-001-999-99-307-000000.....\$206,803

COST:

\$389,315

VENDOR:

Region 11

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Master Interlocal Agreement Contract No. 54541. 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

All Campuses

RATIONALE:

The Texas Resource System (TRS) materials are aligned to the TEKS and the resources have demonstrated effectiveness in many districts when implemented either as a supplemental resource or a primary curriculum. The supplemental resource will benefit the District by providing teachers with additional activities and strategies based on the District's scope and sequence to raise student achievement.

INFORMATION SOURCE:

Jerry Moore



Clyde W. Steelman, Jr., Ed.D.
Executive Director

TEKS Resource System Quote 2021- 2022
Fort Worth Independent School District

July 20, 2021

The table below represents Fort Worth Independent School District TEKS Resource System (TRS) purchase details and **estimated** costs for the 2021-2022 school year. All services will be effective from September 1, 2021 through August 31, 2022. **This quote is strictly for budget planning purposes only.**

Online submission of a contract will be required for service activation.

Component	Fee Explanation	Fee
TEKS Resource System Subscription	<i>\$5 per K-4 student enrollment (72,649)</i>	\$363,245
	<i>Annual Subscription Fee for 137 campuses</i>	\$25,920
	<i>Implementing TEKS RS Fee</i>	\$150
Package Total for 2021-2022		\$389,315

Please contact Jessica Isch jisch@esc11.net or 817.740.7511
with any questions or ⁴³¹changes to this quote.
1451 South Cherry Lane White Settlement, TX 76108 • 817-740-3600 • www.esc11.net

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, 2020, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services to school districts/charter schools that sign the TEKS Resource System Contract:

Gold Package

- Access to TEKS Resource System (2) full day trainings specific to District/Campus
- Access to TExGuides (1) full day training
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation (1) full day training
- Administrator Training
- Technical Support (Unlimited)
- * Special Pricing * on instructional coaching and other learning opportunities

Silver Package

- Access to TEKS Resource System (2) full day trainings specific to District/Campus
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation (1) full day training
- Administrator Training
- Technical Support (Unlimited)
- * Special Pricing * on instructional coaching and other learning opportunities

Erica Weber, Ed.D.

TEKS Resource System Specialist
eweber@esc11.net
(817) 740-7632

Price List — 2021-2022

The fee is based on technology fees and support fees.

- One-time set-up fee for new districts or additional campuses (see chart below)
- Annual subscription fee (see chart below)
- Annual Support & Development Fee — \$5 x enrollment
- Implementing TEKS Resource System - \$150
- TExGuides – *Gold members only - (see additional pricing at the bottom of the page)

Technology Fee Structure

# Traditional Campuses	One-Time Set-Up Fee <i>(Year 1 Districts or addition of campuses)</i>	Annual Subscription Fee
<3 or 1A/2A	\$1,000	\$1,500
3	\$3,250	\$2,160
4	\$3,500	\$2,160
5	\$3,750	\$2,160
6	\$4,000	\$2,340
7	\$4,250	\$2,520
8	\$4,500	\$2,700
9	\$4,750	\$2,880
10	\$5,000	\$3,060
11	\$5,250	\$3,240
12	\$5,500	\$3,420
13	\$5,750	\$3,600
14	\$6,000	\$3,780
15	\$6,250	\$3,960
16	\$6,500	\$4,140
17	\$6,750	\$4,320
18	\$7,000	\$4,500
19	\$7,250	\$4,680
20	\$7,500	\$4,860
21	\$7,750	\$5,040
22	\$8,000	\$5,220
23	\$8,250	\$5,400
24	\$8,500	\$5,580
25	\$8,750	\$5,760
>25	<i>Contact ESC Region 11 for pricing structure.</i>	

TExGUIDE Fee Structure

Student Enrollment	Fee
1-1,667 additional students > 1,667	\$5,000 base fee \$3 per student*

*Example: A district with an enrollment of 2,000 students would pay \$5,000 for the first 1,667 students and \$999 (333 additional students x \$3 each) to total \$5,999.

ACTION AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE SECOND READING-REVISIONS TO BOARD POLICIES**
EFAA(LOCAL), EG(LOCAL) AND EH(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:

- EFAA(LOCAL): Recommended for deletion. Changes to the Administrative Code deleted the requirement for a board to adopt a policy for selecting instructional materials.
- EG(LOCAL): Recommended for deletion. EG is no longer an active code; the code is now EH(LOCAL).
- EH(LOCAL): This code/policy replaces EG(LOCAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies EFAA(LOCAL), EG(LOCAL) and EH(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies EFAA(LOCAL), EG(LOCAL) and EH(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies EFAA(LOCAL), EG(LOCAL) and EH(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 August 24 2021
BOARD MEETING**

- **EFAA(LOCAL):** Recommended for deletion. Changes to the Administrative Code deleted the requirement for a board to adopt a policy for selecting instructional materials.
- **EG(LOCAL):** Recommended for deletion. EG is no longer an active code; the code is now EH(LOCAL).
- **EH(LOCAL):** This code/policy replaces EG(LOCAL).

Note: — For provisions regarding inventory and requisition of instructional materials, see CMD.

INSTRUCTIONAL
MATERIALS
ALLOTMENT TEAM

~~The District shall establish a team, as needed, to select instructional materials and technological equipment to be purchased with the District's instructional materials allotment. The team shall make selections based upon District instructional needs and in accordance with this policy and with administrative regulations.~~

~~Prior to any materials evaluation process in the District, all team members shall be trained in the use of the selection criteria so that recommendations will support the written and taught curriculum.~~

INSTRUCTIONAL
MATERIALS
SELECTION CRITERIA

~~District selection criteria developed for each adoption study of instructional materials shall be aligned with District curriculum objectives and priorities. [See EG(LOCAL)] Selection criteria shall include but not be limited to:~~

- ~~• Alignment with the Board-approved District curriculum, with a focus on the curricular contextual and cognitive demand required.~~
- ~~• Based on the latest assessment data, a focus on addressing students' greatest instructional needs in order to close the achievement gap.~~
- ~~• Evaluation of the strength and relevance in addressing the English language proficiency standards (ELPS) in the instructional materials, as mandated by federal and state guidelines.~~
- ~~• Analysis of the technological platform needed and its compatibility with current technological capabilities in the District or within a plan of future developments.~~

CERTIFICATION OF
INSTRUCTIONAL
MATERIALS

~~The instructional materials allotment team shall ensure that selected materials, in combination with any other materials in use by the District, allow the District to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. [See EFAA(LEGAL)]~~

BOARD ACTION

~~The Board shall approve final selections and ratify the District's certification of instructional materials. Final selections shall be recorded in Board minutes.~~

CURRICULUM DEVELOPMENT

EG
(LOCAL)

MISSION

~~The District shall educate students in prekindergarten through grade 12 through the delivery of a comprehensive, Texas Essential Knowledge and Skills (TEKS)-based curriculum so that District students cultivate the skills of learning, thinking, and communicating required to be productive and contributing members of society.~~

CURRICULUM
DEVELOPMENT AND
REVIEW

~~The Board recognizes the need for and value of a systematic, ongoing program of curriculum development and evaluation. The design and implementation of the curriculum shall be consistent with the Board's adopted mission and applicable goals, state law, and State Board of Education rules.~~

~~The Board shall ensure that the District continually develops and modifies its curriculum to provide a common direction of action for all instructional and programmatic efforts in the District and to meet changing needs.~~

~~The curriculum component shall be an integral part of the District's long-range planning process and is a necessary component for the elimination of the achievement gap. The Board and District shall create and maintain a climate to support curriculum development, delivery, and evaluation.~~

~~While instructional differences shall be expected in order to address the unique needs of specific students, instruction shall be derived from a curriculum common to all students, with equitable access to the curriculum for all students.~~

CURRICULUM
PHILOSOPHY

~~The primary purpose of education is to impart knowledge, concepts, processes, and attitudes necessary for students to successfully function in society, while recognizing characteristics unique to each student and providing a process for development and expression of each student's innate potential and talents.~~

~~The curriculum shall be designed and implemented using a competency-based approach with the following premises:~~

- ~~1. All students are capable of achieving excellence in learning the essentials of formal schooling.~~
- ~~2. Success influences self-concept; self-concept influences learning and behavior.~~
- ~~3. The instructional process can be adapted to improve learning.~~
- ~~4. The school system shall maximize the learning conditions for all students through:
 - ~~a. Clearly stated expectations of what students will learn;~~~~

- ~~b. High expectations for all students;~~
 - ~~c. Differentiations needed to provide academic support for student learning;~~
 - ~~d. Short- and long-term assessment of student achievement; and~~
 - ~~e. Modifications based on assessment results.~~
- ~~5. Successful student learning must be based on appropriate educational experiences at an appropriate level of challenge to ensure maximum student achievement.~~
- ~~6. High levels of student achievement shall be the benchmarks for effective curriculum design and delivery of instruction.~~

THE WRITTEN
CURRICULUM
(CURRICULUM
DOCUMENTS)

~~The Board expects learning to be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school.~~

~~The curriculum shall reflect the best knowledge of the growth and development of learners, the needs of learners based on the nature of society, the desires of the residents and taxpayers of the District, state law, and State Board of Education rules.~~

~~The focus of curriculum shall emphasize:~~

- ~~1. Mastery of knowledge and skills required by the TEKS;~~
- ~~2. Reading at grade level;~~
- ~~3. Mastery of literacy, sciences, social studies, and mathematics;~~
- ~~4. Development of health, both physical and mental;~~
- ~~5. Growth of each student in the field of fine arts;~~
- ~~6. Sound career and technical education programs in accordance with the needs of the community; and~~
- ~~7. Continuous educational development of students.~~

~~Curriculum objectives shall be derived from state and national assessments.~~

~~The curriculum shall be designed to provide teachers and students with the Board's expectations of what students are to learn and be able to do.~~

~~The District shall develop and implement written curricula and instructional guides for all grade levels and subjects in the District with the expectation that:~~

- ~~1.—The District shall document all curricula in writing;~~
- ~~2.—The District shall review curriculum on a regular cycle and update as necessary;~~
- ~~3.—Teachers shall have copies of guides and shall use the objectives in the guides to develop daily lesson plans; and~~
- ~~4.—Administrators shall work with teachers to maintain consistency between the written curriculum and the curriculum objectives actually taught.~~

~~The District shall select instructional resources, such as personnel, textbooks, software, and other materials, based on their conformity to the curriculum objectives and priorities of the District.~~

~~The District shall design and implement staff development to prepare staff members to teach the written curriculum.~~

THE TAUGHT
CURRICULUM
(INSTRUCTIONAL
DELIVERY)

~~The Board expects teachers and their colleagues to work toward a common set of student objectives. All faculty members shall contribute to the refinements of the written curriculum and shall teach to the curriculum objectives. Teachers shall use the District curriculum and instruction guide as the primary source of instructional direction. The principal shall ensure that teachers use the available written curriculum materials and instructional time.~~

~~The taught curriculum shall be aligned with the planned and written curriculum and the assessed curriculum, resulting in a high degree of consistency.~~

~~All programs, including those for special population students, shall be aligned with the District curriculum and shall be integrated in delivery.~~

~~All curriculum decisions, including but not limited to any elimination or addition of programs and courses or extensive content alteration, shall be subject to Board approval.~~

~~To assist teachers in their teaching, the District shall provide curriculum and instructional guides for all subject areas and courses. The format for such guides shall be a collaborative District-level decision.~~

~~The guides shall align with the objectives of state-mandated assessment instruments and shall include:~~

- ~~●—Objectives to be taught;~~
- ~~●—Prerequisite knowledge and skills;~~
- ~~●—Scope and sequence;~~

- ~~Assessments in a variety of contexts and cognitive levels;~~
- ~~Aligned resources, time frames, and instructional strategies; and~~
- ~~Differentiation descriptions for special student populations.~~

~~Each teacher shall use the curriculum and instruction guides as the framework from which to develop units of study, individual lesson plans, and approaches to instruction to serve each student's particular needs at a particular time. Teachers shall use the guides to map a logical sequence of instruction, but the guides are not intended to restrict the initiative of an individual teacher.~~

~~Instruction shall be consistent in delivering curriculum objectives and shall be based on sound teaching principles grounded in educational research. Instructional supervision efforts shall focus on sound teaching principles, which shall include:~~

- ~~1. Establishing a school climate that continually affirms the worth and diversity of all students;~~
- ~~2. Expecting that all students perform at high levels of learning;~~
- ~~3. Ensuring that all students experience opportunities for personal success;~~
- ~~4. Varying the time for learning according to the needs of each student and the complexity of the task;~~
- ~~5. Having staff members and students take responsibility for successful learning;~~
- ~~6. Assessing current student skills for appropriate instructional assignment;~~
- ~~7. Analyzing each objective so that instructional strategies match content and assessment;~~
- ~~8. Intentionally teaching the content language of the lesson concurrently with the skills being learned and consistently providing support throughout the lesson to ensure that students acquire needed academic language;~~
- ~~9. Sequencing tasks into a hierarchy of skills, as appropriate, for maximum effectiveness of instructional delivery;~~
- ~~10. Orienting students to the objectives to be learned;~~
- ~~11. Providing varied instructional approaches, adequate practice time, and multiple opportunities for learning and success;~~

- ~~12. Providing appropriate differentiations in approaches, activities, and types/modalities to ensure student access to learning and opportunities to demonstrate knowledge and skills acquired in meaningful ways;~~
- ~~13. Assessing student mastery of the objectives to determine the need for progressing to a new instructional objective, extension, enrichment, or correction;~~
- ~~14. Progressing to the next objective, or offering extension or enrichment, for those who attain mastery; and~~
- ~~15. Providing re-teaching using multiple strategies until mastery is attained.~~

~~The District shall provide staff development focusing on research-based approaches to teaching and ways for teachers to be as effective as possible.~~

THE TESTED
CURRICULUM
(ASSESSMENTS)

~~The Superintendent or designee shall establish assessment approaches for determining the effectiveness of instructional programming at the District, campus, and classroom levels. Assessments shall measure the extent to which students are achieving and maintaining mastery of curriculum objectives and the extent to which instructors are effectively conveying the curriculum in the classrooms.~~

~~District staff shall design and use a variety of assessment approaches in determining the effectiveness of the planned and written curriculum, the taught curriculum, and instructional programs. The Superintendent or designee shall make periodic reports to the Board concerning these assessments.~~

~~The tested curriculum shall include the following components:~~

- ~~1. State-mandated assessment instruments as required;~~
- ~~2. A District criterion-referenced formative and summative assessment system that documents, records, reports, and awards credit for student attainment of concepts and skills;~~
- ~~3. An assessment approach for each grade level and course;~~
- ~~4. A criterion-referenced information management system at the classroom and campus levels for coordinating timely instructional planning, student assessment and placement, instructional delivery, and program evaluation;~~
- ~~5. A program evaluation that guides program redesign around the District curriculum and program delivery; and~~

~~6.— Norm-referenced assessments to compare District achievement to national norms.~~

~~Teachers shall conduct frequent formative assessments of students on the curriculum objectives. Teacher-made tests, as well as standardized criterion-referenced tests, shall be used to determine patterns of student achievement and growth in specific skills.~~

~~Teachers and supervisors shall use assessment results to determine the status of individual student achievement and growth in skills, to continuously regroup students for instruction, to identify general achievement trends among various groups of students, and to modify curriculum and instruction as warranted by assessment results.~~

~~Principals shall monitor teacher-used assessments to ensure they are aligned with the written curriculum.~~

ROLES AND
RESPONSIBILITIES
BOARD

~~The Board shall:~~

- ~~1.— Approve the curriculum scopes and sequences and adopt multiple instructional resources for teacher use within the constraints of state law and State Board of Education rules;~~
- ~~2.— Provide funding for staff development that focuses on curriculum design and delivery for increased student achievement; and~~
- ~~3.— Communicate to its constituents the Board's curricular expectations.~~

CENTRAL
ADMINISTRATION

~~The Superintendent shall:~~

- ~~1.— Implement this policy;~~
- ~~2.— Annually report to the Board concerning implementation; and~~
- ~~3.— Ensure that a functional decision-making structure is in place to carry out this policy.~~

~~The deputy superintendent for leadership, learning, and student support shall:~~

- ~~1.— Ensure that a master long-range plan is in place for curriculum development, revision, program evaluation, instructional materials selection, and student assessment;~~
- ~~2.— Implement the master long-range plan, providing technical and expert assistance as required; and~~
- ~~3.— Assist central administrators, principals, and assistant principals in monitoring implementation of the curriculum.~~

CURRICULUM DEVELOPMENT

EG
(LOCAL)

~~PRINCIPALS AND
ASSISTANT
PRINCIPALS~~

~~Principals and assistant principals shall:~~

- ~~1. Monitor the implementation of the curriculum;~~
- ~~2. Monitor lesson plans;~~
- ~~3. Communicate the importance of effective curriculum and instruction practices on a regular basis;~~
- ~~4. Observe classes, monitor curriculum and lessons, and evaluate assessment materials used on the campus;~~
- ~~5. Meet as an administrative team on at least a weekly basis to discuss classroom visits, feedback conferences, and next steps in supporting teachers to improve their teaching practice;~~
- ~~6. Provide support to teachers through the campus and/or learning networks; and~~
- ~~7. Use, as a minimum, the following basic strategies to monitor curriculum:
 - ~~a. Frequent documented classrooms visits using an approved District form;~~
 - ~~b. Documented feedback conferences with each teacher to review classroom visits to improve instructional delivery and change teacher practice;~~
 - ~~c. Documented formal observations (generally 45 minutes in length) and frequent walk-through observations;~~
 - ~~d. Curriculum planning meetings or reviews of minutes or agendas of such meetings; and~~
 - ~~e. Periodic review of curriculum documents and assessment data being used by teachers to plan instruction.~~~~

~~TEACHERS~~

~~Teachers shall:~~

- ~~1. Teach the District curriculum using lesson plans;~~
- ~~2. Frequently assess and document student mastery of curriculum objectives, modifying instruction to ensure student success, which includes interventions, differentiations, and enrichments; and~~
- ~~3. Participate in curriculum development and revision activities, as appropriate.~~

~~BUDGET~~

~~The administration shall ensure that the District's budget reflects funding decisions based on the District's educational goals and pri-~~

~~orities. The budget development process shall ensure that goals and priorities are considered in the preparation of budget proposals and that any decisions related to reductions or increases in funding levels are addressed in those terms. [See CE]~~

Mission

The District shall educate students in prekindergarten through grade 12 through the delivery of a comprehensive, Texas Essential Knowledge and Skills (TEKS)-based curriculum so that District students cultivate the skills of learning, thinking, and communicating required to be productive and contributing members of society.

**Curriculum
Development and
Review**

The Board recognizes the need for and value of a systematic, ongoing program of curriculum development and evaluation. The design and implementation of the curriculum shall be consistent with the Board's adopted mission and applicable goals, state law, and State Board of Education (SBOE) rules.

The Board shall ensure that the District continually develops and modifies its curriculum to provide a common direction of action for all instructional and programmatic efforts in the District and to meet changing needs.

The curriculum component shall be an integral part of the District's long-range planning process and is a necessary component for the elimination of the achievement gap. The Board and District shall create and maintain a climate to support curriculum development, delivery, and evaluation.

While instructional differences shall be expected in order to address the unique needs of specific students, instruction shall be derived from a curriculum common to all students, with equitable access to the curriculum for all students.

**Curriculum
Philosophy**

The primary purpose of education is to impart knowledge, concepts, processes, and attitudes necessary for students to successfully function in society, while recognizing characteristics unique to each student and providing a process for development and expression of each student's innate potential and talents.

The curriculum shall be designed and implemented using a competency-based approach with the following premises:

1. All students are capable of achieving excellence in learning the essentials of formal schooling.
2. Success influences self-concept; self-concept influences learning and behavior.
3. The instructional process can be adapted to improve learning.
4. The school system shall maximize the learning conditions for all students through:
 - a. Clearly stated expectations of what students will learn;
 - b. High expectations for all students;

- c. Differentiations needed to provide academic support for student learning;
 - d. Short- and long-term assessment of student achievement; and
 - e. Modifications based on assessment results.
5. Successful student learning must be based on appropriate educational experiences at an appropriate level of challenge to ensure maximum student achievement.
 6. High levels of student achievement shall be the benchmarks for effective curriculum design and delivery of instruction.

The Written Curriculum (Curriculum Documents)

The Board expects learning to be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school.

The curriculum shall reflect the best knowledge of the growth and development of learners, the needs of learners based on the nature of society, the desires of the residents and taxpayers of the District, state law, and SBOE rules.

The focus of curriculum shall emphasize:

1. Mastery of knowledge and skills required by the TEKS;
2. Reading at grade level;
3. Mastery of literacy, sciences, social studies, and mathematics;
4. Development of health, both physical and mental;
5. Growth of each student in the field of fine arts;
6. Availability of sound career and technical education programs, in accordance with the needs of the community; and
7. Continuous educational development of students.

Curriculum objectives shall be derived from state and national assessments.

The curriculum shall be designed to provide teachers and students with the Board's expectations of what students are to learn and be able to do.

The District shall develop and implement written curricula and instructional guides for all grade levels and subjects in the District with the expectation that:

1. The District shall document all curricula in writing;

2. The District shall review curriculum on a regular cycle and update as necessary;
3. Teachers shall have copies of guides and shall use the objectives in the guides to develop daily lesson plans; and
4. Administrators shall work with teachers to maintain consistency between the written curriculum and the curriculum objectives actually taught.

The District shall select instructional resources, such as personnel, textbooks, software, and other materials, based on their conformity to the curriculum objectives and priorities of the District.

The District shall design and implement staff development to prepare staff members to teach the written curriculum.

**The Taught
Curriculum
(Instructional
Delivery)**

The Board expects teachers and their colleagues to work toward a common set of student objectives. All faculty members shall contribute to the refinements of the written curriculum and shall teach to the curriculum objectives. Teachers shall use the District curriculum and instruction guide as the primary source of instructional direction. The principal shall ensure that teachers use the available written curriculum materials and instructional time.

The taught curriculum shall be aligned with the planned and written curriculum and the assessed curriculum, resulting in a high degree of consistency.

All programs, including those for special population students, shall be aligned with the District curriculum and shall be integrated in delivery.

All curriculum decisions, including but not limited to any elimination or addition of programs and courses or extensive content alteration, shall be subject to Board approval.

To assist teachers in their teaching, the District shall provide curriculum and instructional guides for all subject areas and courses. The format for such guides shall be a collaborative District-level decision.

The guides shall align with the objectives of state-mandated assessment instruments and shall include:

- Objectives to be taught;
- Prerequisite knowledge and skills;
- Scope and sequence;
- Assessments in a variety of contexts and cognitive levels;

- Aligned resources, time frames, and instructional strategies; and
- Differentiation descriptions for special student populations.

Each teacher shall use the curriculum and instruction guides as the framework from which to develop units of study, individual lesson plans, and approaches to instruction to serve each student's particular needs at a particular time. Teachers shall use the guides to map a logical sequence of instruction, but the guides are not intended to restrict the initiative of an individual teacher.

Instruction shall be consistent in delivering curriculum objectives and shall be based on sound teaching principles grounded in educational research. Instructional supervision efforts shall focus on sound teaching principles, which shall include:

1. Establishing a school climate that continually affirms the worth and diversity of all students;
2. Expecting that all students perform at high levels of learning;
3. Ensuring that all students experience opportunities for personal success;
4. Varying the time for learning according to the needs of each student and the complexity of the task;
5. Having staff members and students take responsibility for successful learning;
6. Assessing current student skills for appropriate instructional assignment;
7. Analyzing each objective so that instructional strategies match content and assessment;
8. Intentionally teaching the content language of the lesson concurrently with the skills being learned and consistently providing support throughout the lesson to ensure that students acquire needed academic language;
9. Sequencing tasks into a hierarchy of skills, as appropriate, for maximum effectiveness of instructional delivery;
10. Orienting students to the objectives to be learned;
11. Providing varied instructional approaches, adequate practice time, and multiple opportunities for learning and success;

12. Providing appropriate differentiations in approaches, activities, and types/modalities to ensure student access to learning and opportunities to demonstrate knowledge and skills acquired in meaningful ways;
13. Assessing student mastery of the objectives to determine the need for progressing to a new instructional objective, extension, enrichment, or correction;
14. Progressing to the next objective, or offering extension or enrichment, for those who attain mastery; and
15. Providing re-teaching using multiple strategies until mastery is attained.

The District shall provide staff development focused on research-based approaches to teaching and ways for teachers to be as effective as possible.

**The Tested
Curriculum
(Assessments)**

The Superintendent or designee shall establish assessment approaches for determining the effectiveness of instructional programming at the District, campus, and classroom levels. Assessments shall measure the extent to which students are achieving and maintaining mastery of curriculum objectives and the extent to which instructors are effectively conveying the curriculum in the classrooms.

District staff shall design and use a variety of assessment approaches in determining the effectiveness of the planned and written curriculum, the taught curriculum, and instructional programs. The Superintendent or designee shall make periodic reports to the Board concerning these assessments.

The tested curriculum shall include the following components:

1. State-mandated assessment instruments as required;
2. A District criterion-referenced formative and summative assessment system that documents, records, reports, and awards credit for student attainment of concepts and skills;
3. An assessment approach for each grade level and course;
4. A criterion-referenced information management system at the classroom and campus levels for coordinating timely instructional planning, student assessment and placement, instructional delivery, and program evaluation;
5. A program evaluation that guides program redesign around the District curriculum and program delivery; and

6. Norm-referenced assessments to compare District achievement to national norms.

Teachers shall conduct frequent formative assessments of students on the curriculum objectives. Teacher-made tests, as well as standardized criterion-referenced tests, shall be used to determine patterns of student achievement and growth in specific skills.

Teachers and supervisors shall use assessment results to determine the status of individual student achievement and growth in skills, to continuously regroup students for instruction, to identify general achievement trends among various groups of students, and to modify curriculum and instruction as warranted by assessment results.

Principals shall monitor teacher-used assessments to ensure they are aligned with the written curriculum.

**Roles and
Responsibilities**

Board

The Board shall:

1. Approve the curriculum scopes and sequences and adopt multiple instructional resources for teacher use within the constraints of state law and SBOE rules;
2. Provide funding for staff development that focuses on curriculum design and delivery for increased student achievement; and
3. Communicate to its constituents the Board's curricular expectations.

Central
Administration

The Superintendent shall:

1. Implement this policy;
2. Annually report to the Board concerning implementation; and
3. Ensure that a functional decision-making structure is in place to carry out this policy.

The deputy superintendent for leadership, learning, and student support shall:

1. Ensure that a master long-range plan is in place for curriculum development, revision, program evaluation, instructional materials selection, and student assessment;
2. Implement the master long-range plan, providing technical and expert assistance as required; and
3. Assist central administrators, principals, and assistant principals in monitoring implementation of the curriculum.

Principals and
Assistant Principals

Principals and assistant principals shall:

1. Monitor the implementation of the curriculum;
2. Monitor lesson plans;
3. Communicate the importance of effective curriculum and instruction practices on a regular basis;
4. Observe classes, monitor curriculum and lessons, and evaluate assessment materials used on the campus;
5. Meet as an administrative team on at least a weekly basis to discuss classroom visits, feedback conferences, and next steps in supporting teachers to improve their teaching practice;
6. Provide support to teachers through the campus and/or learning networks; and
7. Use, as a minimum, the following basic strategies to monitor curriculum:
 - a. Frequent documented classrooms visits using an approved District form;
 - b. Documented feedback conferences with each teacher to review classroom visits to improve instructional delivery and change teacher practice;
 - c. Documented formal observations (generally 45 minutes in length) and frequent walk-through observations;
 - d. Curriculum planning meetings or reviews of minutes or agendas of such meetings; and
 - e. Periodic review of curriculum documents and assessment data being used by teachers to plan instruction.

Teachers

Teachers shall:

1. Teach the District curriculum using lesson plans;
2. Frequently assess and document student mastery of curriculum objectives, modifying instruction to ensure student success, which includes interventions, differentiations, and enrichments; and
3. Participate in curriculum development and revision activities, as appropriate.

Budget

The administration shall ensure that the District's budget reflects funding decisions based on the District's educational goals and priorities. The budget development process shall ensure that goals and priorities are considered in the preparation of budget proposals and that any decisions related to reductions or increases in funding levels are addressed in those terms. [See CE]

**ACTION AGENDA ITEM
BOARD MEETING
August 24, 2021**

**TOPIC: APPROVE WAIVING OF FIRST READING AND APPROVE BOARD
POLICY CCGB(LOCAL)**

BACKGROUND:

A need exists to adopt a Policy that would outline the procedures the District would use for the filing, accepting, and reviewing of applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Waiving of First Reading and Approve Board Policy CCGB(LOCAL)
2. Decline to Approve Waiving of First Reading and Approve Board Policy CCGB(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Waiving of First Reading and Approve Board Policy CCGB(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/DEPARTMENTS

District-Wide Applicability

RATIONALE:

The policy is needed in order to effectively respond to applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

INFORMATION SOURCE:

Michael Ball

**Texas Economic
Development Act**

Purpose

These provisions outline the procedures the District shall use for the filing, accepting, and reviewing of applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. In addition, these provisions shall outline procedures the Board shall use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Agreement” shall mean a written contract between the District and the applicant which creates, implements, and governs the terms of a limitation on the appraised value for District maintenance and operations ad valorem property tax purposes on an entity’s qualified property, that complies with Chapter 313 of the Texas Tax Code, and which is consistent with Section 313.027 of the Texas Tax Code.

“Agreement holder” shall mean an entity that has executed an agreement with the District.

“Applicant” shall mean a business entity, including an “affiliated group” that is subject to taxation under Tax Code 171.001, that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.

“Application” shall mean a completed Application for Appraised Value Limitation on Qualified Property on a form adopted by the Comptroller and containing all information required at 34 Administrative Code 9.1053 together with all supporting schedules and documentation, and shall include any application amendment or application supplement filed by the applicant.

“Application fee” shall mean the nonrefundable application fee to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an

application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d).

“Application review period” shall mean the period during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 Texas Administrative Code 9.1054(d).

“Application review start date” shall mean the later date of either the date on which the District issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.

“Appraisal District” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Board” shall mean the Board of Trustees of the Fort Worth Independent School District.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 Administrative Code, Subchapter F.

“Deferral” shall mean a forward adjustment of the date upon which the qualifying time period, as defined by Texas Tax Code 313.021(4), begins.

“District” shall mean the Fort Worth Independent School District.

“Initial Board Review” shall mean the initial presentment to the District’s Board of Trustees, at which the Board will determine whether to consider the Application and determine whether it should be forwarded to the Comptroller for the execution of the Comptroller’s review and certification processes. Board action to consider an Application after conducting its initial review does not commit the District in any way to the ultimate approval of an Agreement.

“Substantive document” shall mean a document or other information or data in electronic media that includes or transmits information or data significant to an application, the evaluation or consideration of such an application, or to the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The meaning shall include, but not be limited to: any application requesting a limitation on appraised value and any amendments or supplements; any economic impact evaluation made in connection with an application; any agreement between the applicant and the District and any subsequent amendments or assignments; any District written finding or report filed with the comptroller as required under this subchapter; and any application requesting school tax credits under Tax Code, 313.103.

Presenting the
Application

The applicant shall file with the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Upon receipt of the Application, the Superintendent shall require the Applicant or its authorized representative to complete and file with the Superintendent, a fully executed vendor conflict of interest questionnaire. Texas Ethics Commission Form CIQ.

Applications shall be considered for final approval by the Board only after the District’s receipt of the application fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.

Applications submitted without the application fee shall be held by the Superintendent until satisfactory arrangements have been made for the payment of the application fee. The Superintendent’s determination of whether satisfactory arrangements have been made for the payment of the application fee shall be final.

The actual application submitted to the District shall not be considered to be public information until eight days before the date of the public hearing held in accordance with this policy. At that time, information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information prior to its release.

*Amending an
Application*

An application may be amended by an applicant at any time prior to the Board’s final action on the application. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d), or to request waiver of

the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent of Schools is delegated the authority to accept an amended application prior to the comptroller's issuance of an economic impact analysis. An amendment submitted after the comptroller has issued an economic impact analysis must be approved by Board action. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.

Standard
Application Fee

The standard application fee shall be \$75,000 and shall not be refundable except:

1. For large project fees after the initial tender, as set forth in this policy; or
2. In the event that the application is denied after an initial Board review, as defined in this policy.

The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.

*Large Project
Application Fee*

For each application for an appraised value limitation on qualified property for which the qualified investment exceeds \$500,000,000, the Board may, at its discretion, set an application fee higher than the standard application fee, if in the opinion of the Board, an analysis of the application is of such complexity so as to require a higher fee. An applicant proposing a qualified investment in excess of \$500,000,000 in value shall initially tender an application fee of \$75,000. In the event that the Board sets a higher fee, the applicant shall be entitled to withdraw its application and its application fee if the applicant disagrees with the higher fee set by the Board.

*Application
Amendment Fee*

In the event that an applicant or agreement holder seeks to amend an application or an agreement at any time after the comptroller has issued a certificate on the application pursuant to 34 Texas Administrative Code 9.1055(d), an Application Amendment Fee of \$25,000 shall be charged.

Processing the
Application

Upon receipt of the application and the application fee, the Superintendent shall take the following actions:

1. Accept the filing of the application and send to the applicant written confirmation of receipt of the application and application fee.

2. Identify appropriate consultants to assist the Board in completing the application review process, and schedule Board action to retain such consultants.
3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Texas Local Government Code 171.002 (trustee interest in business entity or real property), Texas Local Government Code 176.003 (trustee income, gifts to trustee or superintendent); Texas Local Government Code 176.006; and House Bill 1295 (disclosure of interested parties).

If, after Initial Review, the Board determines to proceed with consideration of the Application and the District has received the Application Fee, the Superintendent shall:

1. Review the application, and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine, after the initial Board review, whether the application is sufficient, and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller in the following formats copies of the application and all required schedules and documentation; proof of payment of the application fee; and written notice certifying the application review start date:
 - a. One original hard copy in a three-ring binder with tabs separating each section of the documents; and
 - b. An electronically digitized copy, formatted in searchable PDF format.
 - c. The notice certifying the application review start date shall include:
 - (1) The date on which the application was received;
 - (2) The date on which the Board decided to consider the application;
 - (3) The date on which the District determined that the application was complete;
 - (4) A request that the comptroller provide an economic impact evaluation; and

- (5) All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 Texas Administrative Code 9.1054.
4. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
5. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
6. Direct the District's Webmaster to create a link from the District's Web site to the location on the comptroller's Web site where copies of applications under the Act are posted.
7. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
8. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
9. In the event of a Board action to approve an extension for final action on the application, forward to the comptroller, the applicant, and each applicable appraisal district within seven days a notice of the extension.
10. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.
11. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
12. Ensure that the applicant makes all required post-approval submissions to the comptroller and to the District within the required deadlines.

13. Make reasonable inquiry, when called for by the agreement, and issue a certification of the date upon which commercial operations begin at the site of the project.
14. Ensure that the applicant makes all required post-approval submissions to the District and to the comptroller or any other applicable state agency within the required deadlines.
15. Ensure that the District makes timely responses to requests by the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

Initial Board Review

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the Initial Board Review, each Trustee and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the Applicant in accordance with the provisions of District Policy BBFA (Local) [see, also BBFA (Exhibit)].

Once the Board has accepted an application for consideration after the initial review, the Superintendent shall be expressly delegated the authority to accept on behalf of the Board and the District any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 Texas Administrative Code 9.1055(d).

Consulting Services

Upon retention by the Board, the District's consultants shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 Administrative Code 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and when the reports become available, the studies from the comptroller's office and TEA.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

Contents of Application Transmittal to Comptroller

If after the Initial Review, the Board has determined to proceed with consideration of the Application and the District has received the

Application Fee, the Superintendent shall forward the Application to the Comptroller the Superintendent's transmittal shall include:

1. The complete application along with all required schedules and exhibits.
2. A fully executed copy of the Applicant's completed conflict of interest form.
3. The date on which the Application was received;
4. The date on which the Board decided to consider the application;
5. The date on which the District determined that the Application was complete;
6. A request that the Comptroller provide an economic impact evaluation and a certificate of the project's eligibility; and
7. All other information relating to the consideration of the Application, as prepared by the District's consultants to meet the requirements of 34 Tex. Admin Code 9.1054.

**Copies to
Appraisal District**

Contemporaneously with the filing of the Application and supporting materials with the Comptroller, the Superintendent shall furnish a complete copy of the Application and its supporting documentation to the County Appraisal District with jurisdiction over the project location.

**Superintendent's
Duties After
Completion of Initial
Board Review**

Once the Board has accepted an Application for consideration after the Initial Board Review, the Superintendent, pursuant to Tex. Educ. Code 11.201(15), is expressly delegated the authority to act on behalf of the Board as follows:

1. Review the Application, including Schedules A-D and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information.
2. Accept on behalf of the Board and the District any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project.
3. Determine whether the Application or any amended or supplemental submissions made by Applicant are sufficient and direct the Applicant to immediately correct any deficiencies.
4. Within 20 days of receipt of a request from the Comptroller, forward to the Comptroller and the Appraisal District any

Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.

5. Direct the District's webmaster to create a link from the District's website to the location on the Texas Comptroller's website where copies of applications under the Act are posted.
6. Ensure that the Applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
7. Pursuant to Tex. Tax Code 313.025(b), exercise the Board's authority to consider and agree, to the extent authorized by law or regulation, to an extension of time in which to take action on the Application.
8. Not later than 150 days after the Application Review Start Date, present to the Board an Agreement for final approval or action upon a request from the Applicant for an extension of the Application Review Period.
9. In the event of the Superintendent's or Board's action to approve an extension for final action on the Application, forward to the Comptroller, the Applicant, and each applicable Appraisal District within seven days, notice of the extension.
10. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement.

**Final Board Approval
Required**

Applications shall be considered for final approval by only after after the completion of the economic and the school facilities impact analyses required by the Act, and after completion of all of the procedural steps set forth below.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed application.

	<p>The comptroller's certification shall be publicly disclosed at the public hearing.</p> <p>The public hearing shall be scheduled at such a time so as to enable the Board to approve or disapprove an application before the 151st day after the application was filed with the District, unless the Superintendent or Board has previously granted an extension of this deadline.</p>
Board Findings of Fact	<p>Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, including but not limited to findings:</p> <ol style="list-style-type: none">1. As to each criterion listed in Tax Code 313.026;2. As to each criterion required by Tax Code 313.025(f-1), if applicable;3. That the information in the application is true and correct;4. That the applicant is eligible for the limitation on the appraised value of the entity's qualified property; and5. That making a determination granting the application is in the best interest of the District and the state.
Adoption of Agreement	<p>After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants, the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.</p> <p>If the comptroller has not certified the application, no action may be taken.</p> <p>Any agreement adopted by the Board under Chapter 313 of the Texas Tax Code must disclose all consideration promised in conjunction with the application and/or the limitation agreement.</p> <p>No agreement adopted by the Board under Chapter 313 of the Texas Tax Code may provide for supplemental payments to the District in excess of those authorized by state law.</p>
Substantive Documents	<p>Unless claimed by the applicant to be confidential, the following shall be considered to be substantive documents and defined in this policy and shall be available for public inspection:</p> <ol style="list-style-type: none">1. All sections of any application;2. Applicant's Conflict of Interest Questionnaire;

3. All reports presented to the Board by its consultants, after presentation to the Board;
4. All resolutions, findings of fact, agreements, and any other documents adopted by the Board; and
5. All documents required by comptroller's rules or by state law to be filed with the State of Texas shall be transmitted within seven days of adoption.

Applicant's Claim of
Information
Confidentiality

At the time of submitting an application or any amendment or supplement thereto, an applicant may request that all or parts of the documents not be posted on the Internet and not be otherwise publicly released. In order to make such a request, the applicant shall submit a written request that:

1. Specifically lists each document or portion of a document and each entry in any form prescribed by the comptroller that the applicant contends is confidential;
2. Identifies specific, detailed reasons why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;
3. Segregates the documents that are subject to the request from the other documents not subject to the request but submitted with the application; and
4. Clearly designates each document subject to the request as "confidential."

Waiver of Jobs
Requirement

At the time of the original application, or at any other time during the course of a Chapter 313 agreement, the Board may waive the new jobs creation requirement of Section 313.021(2) (A) (iv) (b) or 313.051(b) of the Texas Tax Code and may approve an application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the application.

If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.

In the event that such a request is made other than at the time of the original application, the Board shall charge an application amendment fee.

Enforcement
Proceedings

In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.

Not later than the 60th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether or not a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall cause the agreement holder to be notified in writing of the determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

Applicant Reporting
Obligations

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Section 313.032 of the Texas Tax Code. All Applicants that apply after January 1, 2015 and receive a four-digit Comptroller Application number must also complete Form 50-825 Job Creation Compliance Report. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);

2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the Agreement and contact information for authorized representatives of any assignees;
4. All required Comptroller Reports;
5. Required updates to Vendor Conflict of Interest Disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the Agreement.

District Reporting
Obligations

If the comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within 20 working days from the date of the request. The Superintendent may request an extension of time, not to exceed ten working days, to provide to the comptroller the additional information.

Superintendent
Responsibilities/
Delegation

During the entire term of any Agreement, the Superintendent shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the Applicant. The Superintendent is authorized to delegate this function to outside consultants; however, any fees for the consultants shall be reimbursed to the District by the Applicant.
2. Ensure that all required information is transmitted to the Comptroller, the Applicant, and each Appraisal District with appraisal jurisdiction over the land upon which the project will be built.
3. Determine, as of the end of the Qualifying Time Period, whether Applicant has made a Qualifying Investment in the Project.
4. Verify date, reported by Applicant, upon which commercial operations at the project site have commenced.
5. Ensure that the Applicant makes all required post-approval submissions to the Comptroller or any other State Agency and the District within the required deadlines.
6. Ensure the District make timely response to requests for data or records made by the State Auditor in conducting an audit of any Agreement adopted by the District.

Board's Post-Agreement Responsibilities

During the course of any Agreement, the Board shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the Applicant.
2. Promptly resolve any disputes which require Board resolution under any Agreement.
3. Receive evidence make a finding as to whether Applicant has made the required Qualified Investment during the Qualifying Time Period.
4. In cases where Applicant has elected to commence the tax limitation period after the commencement of commercial operations at the project site, receive evidence make a finding as to the actual date of the commencement of such commercial operations.
5. Ensure District make timely response to requests for data or records made by the State Auditor in conducting an audit of any Agreement adopted by the District.

Applicant's Post-Agreement Responsibilities

An Applicant shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the Agreement and contact information for authorized representatives of any assignees;
4. All required Comptroller Reports;
5. Required updates to Vendor Conflict of Interest Disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the Agreement.

Access to Information

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultant to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the

basis of calculations made by the consultant on the District's behalf.

Tax Credits

Only those applicants that have submitted an application for an appraised value limitation prior to January 1, 2014 are eligible for tax credits. An applicant who meets this and all other requirements of Chapter 313 of the Texas Tax Code and the agreement shall become eligible to receive tax credits under Chapter 313.

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The Comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

For tax year 2015, the District shall begin processing the applicant's tax credit request after the applicant has paid all ad valorem taxes due to the District as levied in each year of the qualifying time period, as defined by law.

For tax years beginning with Tax Year 2016 and thereafter, the Superintendent shall issue, on behalf of the District an Annual Chapter 313 Tax Credit Certificate to the District's Tax Collector, certifying the amount of tax credit, calculated in accordance with the provisions of Texas Tax Code Chapter 313, Subchapter D, as that Subchapter existed on the date upon which the Original Agreement was approved by the Board. The Superintendent's Annual Chapter 313 Tax Credit Certificate shall include, at a minimum, the following:

1. The maximum allowable tax credit eligible to be paid on the Qualified Property for the applicable tax year,
2. The taxes which would have been due on the Qualified Property under the terms of the Agreement, but before the tax credit is applied for the applicable tax year.
3. The amount of the tax credit actually earned by Applicant for the Applicable tax year.
4. The amount of taxes due to be paid by Applicant on the Qualified property after the application of the tax credit.

*Tax Credit
Application
Requirements*

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The

comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

Applicant
Information
Updates

An applicant shall keep the District updated with any changes in the following information:

1. Changes of an authorized representative.
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement.

Copies of any assignments of the agreement and contact information for authorized representatives of any assignees.

ACTION AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE SELECTION OF A DELEGATE AND AN ALTERNATIVE TO THE 2021 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY MEETING ON SEPTEMBER 25, 2021**

BACKGROUND:

The Texas Association of School Boards (TASB) Delegate Assembly, held annually in conjunction with the Texas Association of School Administrators (TASA)/TASB Convention, is the foundation of the Association’s governance structure and provides critical direction as the Association represents members’ interest before state and national policy makers. The District’s representation at the Delegate Assembly is of utmost importance. It is vital that a representative understands the processes and the issues that come before the Assembly for action.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Selection of a Delegate and an Alternate to the 2021 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 25, 2021
2. Decline 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

Not Applicable

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

Fort Worth ISD Board of Trustees and Superintendent

RATIONALE:

Delegates and alternates to the TASB Delegate Assembly will set the course for the organization for the coming year. Representatives must understand the processes and issues that come before the Assembly for action. Further, the TASB Delegate Assembly provides critical direction as the association represents members' interest before state and national policy makers.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
August 24, 2021

TOPIC: **APPROVE ENDORSEMENT OF THE CANDIDATE FOR TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION D**

BACKGROUND:

The general governing body of the Texas Association of School Boards (TASB) is the Delegate Assembly, which meets each Fall on the Saturday of the TASB/TASA Joint Annual Convention. One of the responsibilities of the voting representatives of the assembly is to elect the TASB Board of Directors. Annually, the Active Members designate a Delegate and Alternate from the local boards to represent their interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is on the Active Member's voting representative. Elected TASB Board members and Legislative Advisory Council Members of the TASB Legislative Committee are also voting representatives on the Assembly floor by virtue of their positions.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Endorsement of the Candidate for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position D
2. Decline to Approve Endorsement of the Candidate for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position D
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Board Decision

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Fort Worth ISD Board of Trustees

RATIONALE:

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent (%) , but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

INFORMATION SOURCE:

Kent Scribner
Karen Molinar

Region, Open Position	Candidate/District	Total Endorsements Received
Region 5 Currently held by Nicholas Phillips (Nederland ISD) Total active members in Region=34 Endorsements required for 25 percent=9 Endorsements required for Majority=18	Nicholas Phillips (Nederland ISD) (I) Brief Bio	1
Region 7 Currently held by Tony Raymond (Sabine ISD) Total active members in Region=96 Endorsements required for 25 percent=24 Endorsements required for Majority=49	Ben Donald (Carthage ISD) Brief Bio Tony Raymond (Sabine ISD) (I) Brief Bio	1 1
Region 10, Position E* Debbie Gillespie (Frisco ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>	Debbie Gillespie (Frisco ISD) Brief Bio	
Region 11, Position D Currently held by Corinne French (Valley View ISD-Cooke County) Total active members in Region=77 Endorsements required for 25 percent=19 Endorsements required for Majority=39	Corinne French (Valley View ISD-Cooke County) (I) Brief Bio Paula McDonald (Granbury ISD) Brief Bio	1 1

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 24, 2021**

**TOPIC: **APPROVE ORDINANCE FIXING AND LEVYING SCHOOL
DISTRICT AD VALOREM TAXES****

BACKGROUND:

The Fort Worth ISD Board of Trustees adopted the District’s 2020-2021 budgets at the June 22, 2021 Board meeting. The adopted budgets were developed with preliminary tax rates before the Certified Taxable Values from Tarrant Appraisal District and information needed to calculate 2021 tax rates were available. The Administration is recommending the Board to adopt a Maintenance and Operations Tax Rate of \$1.0512 and an Interest and Sinking Tax Rate of \$0.2920 for a Total Tax Rate of \$1.3432. The Notice of Public Meeting on the proposed tax rates was advertised as required by law on August 13, 2021.

Section 26.05(a) of the Property Tax Code requires the governing body to adopt an ordinance setting tax rates to fund adopted budgets. Section 26.05(b) states, “A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.”

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Adopt Ordinance Setting the 2021-2022 Tax Rates of \$1.0512 for Maintenance and Operations and \$0.2920 for Interest and Sinking
2. Decline to Adopt Ordinance Setting the 2021-20221 Tax Rates of \$1.0512 for Maintenance and Operations and \$0.2920 for Interest and Sinking
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Adopt an Ordinance Setting the 2021-2022 Tax Rates of \$1.0512 for Maintenance and Operations and \$0.2920 for Interest and Sinking

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 District Departments and Campuses

RATIONALE:

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2021-2022 adopted budgets.

INFORMATION SOURCE:

Michael Ball

AN ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:

There is hereby levied and ordered to be assessed and collected for the year 2021, and for each year thereafter until it be otherwise provided and ordained, an ad valorem tax at the rate of **\$1.34320** shall be levied on each One Hundred Dollars (\$100.00) valuation. It is further ordered that, as one of the two components of the above tax rate, **\$1.0512/\$100** is hereby separately approved and levied for the maintenance and operation of the schools within the Fort Worth Independent School District (the "District").

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.30 PERCENT AND WILL REDUCE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$35.20; and

It is further ordered that, as the other of the two components of the above tax rate, **\$0.2920/\$100** is hereby separately approved and levied for the purpose of paying principal and interest on debts of the District.

PASSED, ADOPTED AND ORDAINED by the Board of Trustees, at a meeting at which a quorum was present and a majority of the Trustees voting for and at which meeting this Ordinance, in written form, was before the Board at the time of its adoption on the 24th day of August, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

APPROVED:

ATTEST:

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

Carin "CJ" Evans, Board Secretary
Board of Education
Fort Worth Independent School District

Statutory Requirements

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

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

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

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

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**