

*Board of Education
Regular Meeting
July 27, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, July 27, 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 Complex, 2903 Shotts Street, 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, July 26, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. RECOGNITIONS

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

B. Opal Lee

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

D. Distinguished Project Lead the Way (PLTW) Campuses

E. Fort Worth Independent School District Industry Partners

4. PUBLIC COMMENT

Those individuals desiring to make a public comment may sign-up by calling 817-814-1956 by 4:00 p.m. the day of the meeting and may sign-up at the meeting until 5:20 p.m.

5. LONE STAR GOVERNANCE

- A. Lone Star Governance Quarterly Board Progress Review
- B. End of Year: Goals 1, 2 and 3

6. REPORTS/PRESENTATIONS

- A. Publication of Proposed Tax Rate

7. DISCUSSION OF CONSENT AGENDA ITEMS

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	7
1. June 22, 2021 - Regular Minutes	9
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	23
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	27
3. Approve Replacement of Artificial Turf Football Field and Track at Arlington Heights High School	30
4. Approve Social Emotional Learning Software Licenses to Monitor Student and Staff Mental, Emotional, Energy and Physical Social Well-Being	39
5. Approve Summer Enrichment Full Service Provider	44
6. Approve Purchase of Software Licenses and Training for Special Education Staff	46
7. Approve Purchase of a Three (3) Year Premium District Subscription for Interactive Presentation Software	50
8. Approve Purchase of Equipment and Services for Replacement of Fire Alarm Systems	56
9. Approve Purchase of Network Electronics Equipment and Services for Network Connectivity in New and Renovated Classrooms	73
10. Approve Purchase of College/Career Exploration System	80

11. Approve Purchase of Coaching Model Training and Infield Coaching Support	84
12. Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training	95
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	98
14. Approve Datamax of Texas Printer/Copier Services for 2021-2022	104
15. Approve Online Platform to Monitor and Support Social-Emotional Learning and Engagement	110
16. Approve Proposed Middle School and High School Course Changes for the 2021-2022, 2022-2023, and 2023-2024 School Years	118
17. Approve Extension of a Data Governance Tool and Analysis Software	130
18. Approve Annual Renewal of Subscription to Online Information Databases	132
19. Approve Renewal of Support and Maintenance for Network Security Equipment	136
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	142
21. Approve Renewal of the Training Management System for District-Wide Compliance Training and Professional Learning	149
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	156
23. Approve Contract to Provide Instruction and Assessment Solutions for all Learning Environments	168
24. Approve Contract for Behavioral Health Services and Support	173
25. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities	189
26. Approve Service Contract to Purchase Web-Based Learning System User Licenses	191
27. Approve Agreement Between Advancement Via Individual Determination (AVID) Center and Fort Worth Independent School District for the 2021-2022 School Year	193

28. Approve Cooperative Program with the Office of Strategy and Policy at the University of Texas at Austin to Implement OnRamps	202
29. Approve Contract with Tarrant County for Juvenile Teaching Services for the 2021-2022 School Year	228
30. Approve Memorandum of Understanding with Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 School Year	241
31. Approve Memorandum of Understanding with the City of Benbrook for School Resource Officers for the 2021-2022 School Year	251
32. Approve Memorandum of Understanding with the University of Chicago Network for College Success	262
C. Approve Memorandum of Understanding with Texas Christian University for Clinical Internship/Field Experience	270
D. Approve Memorandum of Understanding Between Young Men's Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program	275
E. Approve Memorandum of Understanding Between Young Women's Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program	284
F. Approve Memorandum of Understanding with the Fort Worth Chamber of Commerce	293
G. Approve Affiliation Agreement with Abilene Christian University to Provide Athletic Training Student Field and Clinical Experience	301
H. Approve Resolution of the Annual Review of Investment Policies and Strategies	310
I. Approve First Reading-Revisions to Board Policies EFAA(LOCAL), EG(LOCAL) and EH(LOCAL)	315
J. Approve Additional Funding for Cloud Computing Services	336
K. Approve Trust Modification and Waiver of Citation	342
L. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at Eastern Hills High School	344
M. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School	346
N. Approve Optional Flexible School Day Program (OFSDP) for the 2021-2022 School Year	348
O. Approve Naming the I.M. Terrell Academy Auditorium the Joseph Breedlove Sr. Auditorium	370
P. Approve Minutes for the April 1, 2021, and May 6, 2021 Racial Equity Committee Meetings	372

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

382

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR 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

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

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

14. ACTION AGENDA ITEMS

A. Approve Renewal of Eduphoria Premium Suite and Related Services

384

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	389
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	394
D. Approve Second Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)	398
E. Consider the Level III Grievance of John Hearon (convene in closed session, if necessary)	
1. 10 Minutes - Presentation by Employee and/or Representative	
2. 10 Minutes - Presentation by District Representative	
3. 10 Minutes - Questions from Board Members	
4. 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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 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 June 22, 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 June 22, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 2903 Shotts Street, 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 June 18, 2021 at 11:30 a.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JUNE 22, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 18, 2021, in a place convenient to the public at the Administration Building 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Section 551.001 et seq.

Given under my hand on June 18, 2021.

/s/ Christian Alvarado
Coordinator
Board of Education

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

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent P. Scribner, Superintendent
Michael Ball, Chief of Business and Financial Services
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
Kermit Spears, Chief Talent Officer
Cherie Washington, Chief of Student & School Support

2. PLEDGES

Clint Bond led the pledges.

3. RECOGNITIONS

A. Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre

Clint Bond gave this recognition. Julia Worthington was present and gave remarks.

B. Human Trafficking Campaign

Clint Bond gave this recognition.

C. My Brother's Keeper and My Sister's Keeper Seniors

Clint Bond gave this recognition. Several My Brother' Keeper and My Sister's Keeper Seniors were recognized.

4. PUBLIC COMMENT

Speakers:

The Self-Determination Group

Charles Gordon

Kimiya Caballos

Anthony Guerra

Onesimo Torres

Akin White

Isaac Tate

Robert Buker

Sabina Spinelli

Amy Curry

Christi Beck

Missie Carra

Carlos Turcios

Dr. Keisha White

Tiffany Rogers

Kent Bradshaw

Alexander Montalvo

Kathryn Pompa

Allison Campoll

Teresa Ramirez

Natalie Gonzalez

Dr. Max Krochmal

Kimberly Williams

Wanda McKinney

Ken Kuhl

Tamara Hutchinson
Rev. Chad Presley
Wallace Bridges
Nate Schatzline
Victoria Vasquez
Jody Sanders
Pastor Sultan Cole
Pastor Ryan Price
Martina Van Norden
Traci Jenkins
Jenny Crossland
Alison Kelley
Kolby Schellhammer
Devonte Guerra
Griffin White
Jessica Cheek
Michael Shedd
Tonya Block
Danyielle Buck
Jana Clark
Mark Dempsey
Tom Pembley
Laura Wright
Amanda Woodruff
Kyley Llewlyn
Susanne Asfar
Joe Cocchiarella
Judy Cocchiarella
Pam Weatherford
Phillip Taggart
Arch Mayfield
James Hill
Walter Floyd
Andy Hopper
Lana Austin
Brett Austin
Blanca Martinez
Brad McDaniel
Kelley Jowell
Jaclynn Booth
Darren Swain
Kelley Gamill
Dr. Michael Bell
Kenya Alu
David Capper
Dayna Corley
Zandrah Kurland
Armando Cobos
Natalie Weimer
Eva (Ava) Bonilla
Mario Rodriguez
Norma Garcia-Lopez
Oscar Sutphen
Caroline Putegnat

Ajua Mason
Sharon Hopps
Lydia Galvan
Jackie Walker-Ross
Johamna Hernandez (Translator read the English version)
Dr. Trevon R. Jones
Shawn Lassiter

President Ramos recognized former trustee Christine Moss, who was in the audience.

5. CALL PUBLIC HEARING TO ORDER

President Ramos called a five (5) minute recess break.

A. Public Hearing to Discuss the 2021-2022 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

President Ramos reconvened the meeting to order.

The public hearing was called to order at 7:50 p.m. Chief Financial Officer, Michael Ball, presented the 2021-2022 Budgets presentation to the Board.

B. Public Comment on the 2021-2022 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund


Steven Poole was called to speak.

6. CLOSE PUBLIC HEARING

President Ramos closed Public Hearing.

7. ACTION AGENDA ITEM

A. Approve Adoption of the Proposed 2021-2022 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund

 Proposed 2021- 2022 Budgets

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve Adoption of the Proposed 2021-2022 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund.

The motion was unanimously approved.

8. REPORTS/PRESENTATIONS

A. Notice of Compliance with Board Member Training Requirements

President Ramos read the names of the trustees, who completed and have exceeded the required number of training hours.

B. Student Learning Recovery Plan Utilizing American Rescue Plan Elementary and Secondary School Emergency Relief (ARP. ESSER) III Funds and Other Resources

Dr. Scribner introduced Deputy Superintendent Karen Molinar, who commenced the presentation, followed by Chief of Academic Officer, Jerry Moore, Raul Pena Chief of Student and School Support, 1 and 4, Cherie Washington, Chief of Student and School Support, 2 and 3, and Chief of Innovation Officer, David Saenz.

Questions and Comments were made by Tobi Jackson, Anne Darr, Daphne Brookins, CJ Evans, Roxanne Martinez, and Michael Ryan.

9. DISCUSSION OF CONSENT AGENDA ITEMS

Anne Darr requested to move Consent Agenda Item 10.B.29 to Action Agenda Items. Board Counsel mentioned Trustee Darr may abstain from voting on 10.B.29 and be kept on Consent Agenda.

10. 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. May 25, 2021 - Regular Minutes
2. June 14, 2021 - Special Meeting Minutes

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


1. Approve Ratification of Water Damage Restoration Services at Campuses Due to Winter Storm 2021

 Water Damage Restoration Services

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

 Fire Alarm Systems

3. Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)

 FWAS -Rainwater


4. Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers (Local Funds)

 FWAS Full Service Providers


5. Approve 2021-2022 Allocations for Fort Worth After-School Partial Service Providers (Local Funds)

 Partial Service Providers


6. Approve Authorization to Enter into a Contract(s) for Moving Services (Phase Two)

 Moving Services (Phase Two)

7. Approve Authorization to Enter into a Contract(s) for Moving Services for Campus Moves

 Moving Services for Campus Moves

8. Approve Wireless Cellular Voice, Data, and Hotspots Services and Equipment for the 2021-2022 School Year

 Wireless, Data, and Hotspots Services


9. Approve Rental of Trailers for Mounting Private Wireless Internet Network Equipment

 Private Wireless Network Equipment

10. Approve Renewal of Provider for Plain Old Telephone Services (POTS) and Plexar Lines for 2021-2022 School Year

 Plain Old Telephone Service

11. Approve Renewal Session Initiation Protocol (SIP) Trunking and Long-Distance Services for the 2021-2022 School Year

 Session Initiation Protocol

12. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities


 Data Management System (Easy IEP)

13. Approve Annual Renewal of Wide Area Network Services for 2021-2022


School Year (E-Rate Eligible)

 Wide Area Network Services


14. Approve Leadership Academy Network Professional Learning Plan for the 2021-2022 School Year

 LAN - Professional Learning Plan


15. Approve Purchase of Online Literacy Resources for the Leadership Academy Network Schools for the 2021-2022 School Year

 LAN - Online Literacy Resources

16. Approve Purchase of Software and Training Resources for the Leadership Academy Network Teachers and Staff for the 2021-2022 School Year

 LAN - Software and Training Resources


17. Approve Purchase of Math Resources for the Leadership Academy Network for the 2021-2022 School Year

 LAN - Math Resources

18. Approve Purchase of Wide-Area Network Capacity Upgrades to Support Digital Learning

 Wide-Area Network Upgrades


19. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools

 Online Curriculum Program


20. Approve Purchase of a Literacy Software Program and Training

 Literacy Software Program and Training


21. Approve Purchase of a Structured Primary Literacy Program and Training

 Structured Primary Literacy Program


22. Approve Purchase of Copier Paper

 Copier Paper


23. Approve Purchase of Public Address System, Cabling and Installation Services

 Public Address System

24. Approve Purchase of Network Electronics for Remodel of 4200 Lubbock Avenue Warehouse

 Network Electronics for Remodel

25. Approve Purchase of Property, Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance; Approve Set Aside Reserves to Pay Deductibles

 CAI Insurance

26. Approve Purchase of E-Rate Consulting Services

 E-Rate Consulting


27. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2021-2022 School Year

 Tarrant County College Plus Resources and Textbooks


28. Approve Instructional Agreement Between Fort Worth Independent School District and Tarrant County College District Dual Credit Program

 Instructional Agreement - Dual Credit Program

29. Approve Agreement for the Provision of District-Wide Internet Access Services

 District-Wide Internet Access Services

30. Approve Funds Transfer Agreement Between Fort Worth Independent School District and Child Care Associates and for Child Care Services for the 2021-2022 School Year










 Child Care Associates

31. Approve Contract Between the Leadership Academy Network and a Literary, Educational Vendor to Provide Writing Instruction and Promote Social-Emotional Learning


 LAN - Scholastic

32. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University College Advising Corps

 Texas Christian University College Advising Corps

- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University (TCU) to Provide Services for Low-Income Students and for TCU Students to Earn Practicum and Internship Clinical Hours
 Texas Christian University - Services and Practicum and Intership Hours
- D. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide Job Training and Possible Jobs for Special Needs Students
 Job Training and Possible Jobs for Special Needs Students
- E. Approve Interlocal Agreement Between the City of Fort Worth and Fort Worth Independent School District for Mobile Recreation Summer Day Camp and Waive Associated Fees for Operating the Camp
 Recreation Summer Day Camp
- F. Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and the Tarrant County Hospital District DBA John Peter Smith (JPS) Health Network for Provisions of Educational Services to Juvenile In-Patients
 JPS - Educational Services to Juvenile In-Patients
- G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center
 Cook Children's Medical Center
- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International
 Best Buddies International
- I. Approve Lease of Real Estate Property and Mineral Rights for Lot 21 and 22, Block 6, Eastbrook Addition, Tarrant County, Texas
 Lease of Real Property and Mineral Rights
- J. Approve Resolution to Allow the Sale of Real Property Previously Struck-Off for Taxes
 Struck-Off for Taxes
- K. Approve the Consent to Demolish and Advertise for the Sale Tax-Foreclosed Properties Listed at: 1720 25th Street (NW); 6278 Ava Court Drive; 1613 Edgewood Terrace (S); and 6025 Truman Drive
 Advertise Four Tax Foreclosed Properties


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

 Board Policies

- M. Approve Texas Education Agency (TEA) Waiver Request for Cardiopulmonary Resuscitation (CPR) Requirement

 Waiver Request for CPR

- N. Approve 2020-2021 Final Budget Amendment

 Final Budget Amendment


- O. Approve Membership in the Lonestar Education and Research Network (LEARN)

 LEARN


- P. Approve Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre

 Julia Worthington WHHS

- Q. Approve Donation of Obsolete Instructional Materials from Selected Campuses

 Donating Material

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

 Hazmat Abatement Services

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

Regular meeting was recessed at 9:33 p.m. to move to Executive Session.

12. 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. Update on FWISD v. Georgia Clark CAUSE NO. D-1-GN-19-008899

- 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. Senior Officer, Grants and Development

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

13. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 9:57 PM

14. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Accept Consent Agenda.

Anne Darr abstained from voting on Consent Agenda Item *10.B.29 Approve Agreement for the Provision of District-Wide Internet Access Services*

The motion was unanimously approved.

15. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Senior Officer, Grants and Development

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve Senior Officer, Grants and Development.

Dr. Scribner turned the Personnel Item to Deputy Superintendent Karen Molinar, who introduced Mirgitt Crespo as the new Senior Officer of Grants and Development.

The motion was unanimously approved.


16. ACTION AGENDA ITEMS

A. Approve Proposed Termination of Certain Term Contract Employees for Good Cause

Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

B. Approve 2021-2022 Budget for the Leadership Academy Network/Texas Wesleyan Management Team

 LAN - 2021-2022 Budget

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve 2021-2022 Budget for the Leadership Academy Network/Texas Wesleyan Management Team.

Daphne Brookins commented she will be abstaining from voting on this item due to future employment with Texas Wesleyan University.

The motion was unanimously approved.

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

Abstain: Daphne Brookins

C. Approve 2021-2022 Budget for the Leadership Academy at J. Martin Jacquet Middle School

 Leadership Academy J. Martin Jacquet - 2021-2022 Budget

Motion was made by CJ Evans, seconded by Daphne Brookins, to approve 2021-2022 Budget for the Leadership Academy at J. Martin Jacquet Middle School.

The motion was unanimously approved.

D. Approve Salary Increases for the 2021-2022 School Year

 Pay Increase

Motion was made by Anne Darr, seconded by Michael Ryan, to approve Salary Increases for the 2021-2022 School Year.

Anne Darr made a comment.

Anael Luebanos commented he will be abstaining from voting because his wife works with the District.

The motion was unanimously approved.

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

Abstain: Anael Luebanos

E. Election of Board of Education Officers

Nominations for President were as follows:

Daphne Brookins nominated Tobi Jackson for President.
Motion was made by Daphne Brookins, seconded by Michael Ryan.
Comment made by Jacinto Ramos, Jr.
The motion was unanimously approved.

Nomination for Board of Educations officers were as follows:

CJ Evans nominated Quinton Phillips for First Vice President.
Motion was made by CJ Evans, seconded by Roxanne Martinez.
Yes: Jacinto Ramos, Jr., Tobi Jackson, Quinton Phillips, Carin Evans, Anne Darr,
Michael Ryan, Anael Luebanos, and Roxanne Martinez
No: Daphne Brookins.

Daphne Brookins made a comment on Agenda Item #17 stating she changed her vote from "No" to "Yes" due technical error; therefore, the motion was unanimously approved.

Tobi Jackson nominated Daphne Brookins for Second Vice President.
Motion was made by Daphne Brookins, seconded by Michael Ryan.
The motion was unanimously approved.

Jacinto Ramos, Jr. nominated CJ Evans for Board Secretary.
Motion was made Jacinto Ramos, Jr., seconded by Quinton Phillips.
The motion was unanimously approved.

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

Anne Darr made a comment.
Daphne Brookins - Changed the vote from "No" to "Yes" on the First Vice President Selection of Board Officers.

18. ADJOURN

The meeting was adjourned at 10:19 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
July 27, 2021

TOPIC: **APPROVE AMENDMENT TO ARCHITECTURAL DESIGN SERVICES CONTRACT FOR THE DISTRICT WAREHOUSE AT 4200 LUBBOCK AVENUE**

BACKGROUND:

On June 23, 2020, the Board of Education (BOE) approved a contract for an architectural firm to design and oversee the remodel of the District’s warehouse located at 4200 Lubbock Avenue, Fort Worth, Texas. Since that time, the initial architectural design work has been completed, a general contractor hired and remodel started on the warehouse. However, since the original conceptual design for the use of the facilities was developed, the number of departments to be moved into this facility has increased, together with the need for additional technology. Additionally, once the remodel began, certain unknown issues with the facility were detected that required architectural design changes and the need for expert professional contract services provided through the architect’s contract. These included a structural engineer; a mechanical, electrical and plumbing engineer and roofing consultant. As a result, the amount originally approved by the BOE for this project was underestimated.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Amendment to Architectural Design Services Contract for the District Warehouse at 4200 Lubbock Avenue
2. Decline to Approve Amendment to Architectural Design Services Contract for the District Warehouse at 4200 Lubbock Avenue
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendment to Architectural Design Services Contract for the District Warehouse at 4200 Lubbock Avenue

FUNDING SOURCE

Additional Details

Fund 652- Real Estate Sale
Proceeds Fund

652-81-6219-R01-999-99-405-000000

COST:

Additional Cost Not-to-Exceed - \$75,000

VENDOR:

Corgan

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-001

Number of Bid/Proposals received: 13

HUB Firms:4

Compliant Bids:13

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 have been selected to support this purchase.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Maintenance and Operations

RATIONALE:

An amendment to the previously approved Architectural Building Design Services Contract is required due to changes in the initial number of departments moving into the warehouse located at 4200 Lubbock Avenue, added requirements for technology, for additional departments, and costs associated with paying expert professional contract services due to unforeseen issues that arose during the remodel of the facility.

INFORMATION SOURCE:

Karen Molinar

18 June 2021

Brian Mathis
Director | District Operations
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107

Re: Proposal for Architectural Services – ADD SERVICES
Lubbock Ave Warehouse Renovations

Dear Brian,

We are happy to be part of the Lubbock Warehouse design team and are dedicated to making this project a success for the district. As the budget and design parameters have changed since our original agreement, we have incurred additional Architectural and Engineering scope and services as outlined in this proposal below. If you find this proposal acceptable, please sign and return a copy. This design work has already been completed, in order to provide timely answers to the team. We will also make the necessary revisions with our consultants on any remaining items.

Corgan will work closely with your team and our consultants to provide the below following scope of services:

- Multiple Revisions to the office layout as departments were added to scope or adjusted (including Technology department)
- Additional Warehouse Space finish out
- Additional HVAC in warehouse “office” areas
- Added scope for Paint Building
- Roof design and assessment
- Addition of detailed IT scope into project not included in original proposal
- Time extension of design phase – project originally was to bid in 2020.

Compensation:

We propose to be compensated on a lump sum basis as an amendment to our current contract:

Additional Services Fees:

\$15,000.00	Additional Architecture Fees by Corgan	
	\$10,000	Architectural Revised floor plan layout & scope
	\$ 5,000	Architectural Consultant Coordination of revisions
\$19,875.00	Additional MEP Services by Romine, Romine, and Burgess MEP Engineers	
	\$ 9,000.00	MEP Revised floor plan layout & scope
	\$ 5,875.00	MEP Various design revisions
	\$ 5,000.00	MEP CA Services

\$ 5,500.00 Additional Structural Services by AG&E Structural Engineers
\$14,051.00 Added IT Design and CA by Moye Consultants
\$ 5,500.00 Added Roofing Design and CA by Armko Consultants

Total Additional Service Proposal Amount

\$ 59,926.00

We understand that this amount will be added to our current agreement under PO#82101125-000.

We appreciate the opportunity to continue to serve Fort Worth ISD with this project.



Eric V. Horstman, AIA, LEED AP, NCARB
Principal
CORGAN

Accepted:

Fort Worth ISD Maintenance and
Operations

Date

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: APPROVE SUPERINTENDENT OR DESIGNEE TO ENTER INTO AN ARCHITECTURAL BUILDING DESIGN AND CONSTRUCTION SERVICES CONTRACT FOR THE DISTRICT’S FACILITY AT 7060 CAMP BOWIE

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. To provide the most efficient move out plan, without the disruption of District operations and essential services, will require relocation of departments and warehouses in phases.

The District is currently finalizing the relocation of six out of the seven District facilities that were sold. These moves will be concluded by November of 2021. However, prior to moving out of the District’s current Central Administration Building (CAB), it will be necessary to enter into an Architectural Building Design and Construction Services Contract to develop the final design of the facility that will become the District’s new CAB. The Contract will also include the Architect’s oversight of the construction necessary to remodel the District’s facility located at 7060 Camp Bowie.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Superintendent or Designee to Enter into an Architectural Building Design and Construction Services Contract for the District’s Facility at 7060 Camp Bowie
2. Decline to Approve Superintendent or Designee to Enter into an Architectural Building Design and Construction Services Contract for the District’s Facility at 7060 Camp Bowie
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Capital Project-Real Estate
Proceeds Fund

652-XX-6XXX-R01-999-99-405-000000

COST:

Not-to-Exceed - \$2,712,661

VENDOR:

Huckabee

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-001

Number of Bid/Proposals received: 13

HUB Firms: 4

Compliant Bids: 13

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Maintenance and Operations

RATIONALE:

The District is undertaking a number of moves and relocations due to the sale of underutilized properties. The majority of these moves will be completed by November 2021. However, prior to moving from the District's current Central Administration Building (CAB), it is necessary to enter into an Architectural Building Design and Construction Services Contract to develop the final design of the facilities located at 7060 Camp Bowie, which will become the District's new CAB.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: APPROVE REPLACEMENT OF ARTIFICIAL TURF FOOTBALL FIELD
AND TRACK AT ARLINGTON HEIGHTS HIGH SCHOOL**

BACKGROUND:

The artificial turf football field and track at Arlington Heights High School needs to be replaced, as the surfaces are no longer repairable. Due to the weather and the rerouting of storm drains during the construction of the Career and Technical Education (CTE) building and field house, extensive flooding occurred on an already aging surface. It is now totally unusable as it exists.

Due to the nature of the project, whereby the top surfaces will have to be removed in order to be replaced, the underlying surfaces must be evaluated for possible damage as well. Due to these various unknowns until the project is underway, more expenses could be incurred beyond the quoted amount, as noted in the vendor quote.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Replacement of Artificial Turf Football Field and Track at Arlington Heights High School
2. Decline to Approve Replacement of Artificial Turf Football Field and Track at Arlington Heights High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

TRE

198-51-6299-001-002-99-501-000000

COST:

Not-to-Exceed - \$1,500,000

VENDOR:

Hellas Construction, Inc.

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

Arlington Heights High School

RATIONALE:

Providing safe sports surfaces is imperative to student health and teaching and learning.

INFORMATION SOURCE:

Michael Ball



July 16, 2021

Todd Vesely
Executive Director of Athletics
FWISD
Farrington Field Office
1501 University Dr.
Fort Worth, TX 76104
todd.vesely@fwisd.org

RE: FWISD – Arlington Heights HS
Synthetic Turf Replacement – Track Surface Replacement - Drainage

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

General Conditions

Hellas will:

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

PROPOSAL – Turf Replacement

Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

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





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

3. Grading - Fine Grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
4. Shock Pad – Install approximately 92,443 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
5. Provide and install approximately 92,443 square feet of **matrix® helix 46 oz.** 2” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - End Zone colors per attached rendering
 - End Zone letters per attached rendering
 - Center Logo per attached rendering
 - Coach’s and Player’s boxes per attached rendering
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and ambient ground **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

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

*Proposal Price	\$830,151.00
Allowance - Nailer Replacement Complete	\$15,513.00
Field Drainage Repair from Eroded Sediment Crossing Track	\$25,000.00

Start as soon as possible with Completion Date of 9/15/21

****Proposal Pricing valid for 45 days from date of this proposal.***

PROPOSAL – Track Surface Replacement & Drainage Budget

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ±3,163 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, both ‘D’ areas.
3. Stripe lane and event markings per UIL or owner requirements for all events.



There are no asphalt paving or concrete repairs included with this proposal price. Until the existing track surface is removed Hellas can make no certification or judgement as to the soundness of the existing asphalt or concrete base materials and their fitness to receive new track surfacing.

Asphalt/Concrete Base Inspection:

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

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

****Proposal Price Track Surface \$233,403.00***
Asphalt Repair Contingency (Not Included in Proposal Price) \$75,000.00
Installation timeframe to be determined.

DRAINAGE IMPROVEMENTS OUTSIDE OF TRACK

- 1. This is a budget amount only pending survey to determine all areas where storm water from outside of track is draining across track.***
- 2. Saw cut concrete adjacent to track on north and east sides.*
- 3. Demo ~420 square feet of concrete to allow installation of trench drain.*
- 4. Install ~677 lineal feet of ACO 4000 trench drain, with ADA plastic grating, outside of track on north and east sides.*
- 5. Provide and install 12" HDPE solid pipe connected to trench drain and daylighting at a new headwall south of the track.*

****Allowance - Drainage Improvements Outside of Track \$192,700.00***
Work to be performed after Football Season

****Proposal Pricing valid for 45 days from date of this proposal.***



Project Summary	Proposal
matrix® HELIX 46 oz 2" Pile Height CUSHDRAIN® ecotherm™ Infill	\$830,151.00
Allowance - Nailer Replacement EcoNailer™	\$15,513.00
Allowance - Field Drainage Repair from Eroded Sediment Crossing Track	\$25,000.00
epiQ Tracks® Q3000 Track Surface Replacement	\$233,403.00
Allowance - Asphalt Repair	\$75,000.00
Allowance - Surface Drainage Improvements Outside Track	\$192,700.00
Project Contingency	\$128,233.00
Total Project Proposal	\$1,500,000.00

***Proposal Pricing valid for 45 days from date of this proposal.**

EXCLUSIONS

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



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

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

A handwritten signature in blue ink that reads "Jack Adams". The signature is fluid and cursive, with a large initial "J" and "A".

Jack Adams
Vice President - Estimating



Hellas Construction, Inc. (P) (512) 250-2910
 12710 Research Boulevard (F) (512) 250-1960
 Suite 240 Austin, TX 78759 hellasconstruction.com

OWNER:
 Arlington Heights High School
 4501 West Fwy, Fort Worth, TX 76107
 (817) 815-1000

PROJECT:
 SYNTHETIC TURF FOOTBALL FIELD
 RUNNING TRACK & FIELD EVENTS
 SURFACING

PROJECT LOCATION:
 FORT WORTH, TEXAS



COMMENTS:
 Drawing scale accurate ONLY when printed on 11x17
 paper.

DRAWN BY: SDL

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

DATE:
 JULY 12, 2021

REVISION:
 REV 1

SHEET TITLE:
 COLOR RENDERING

SHEET NUMBER:
 1.0

SCALE: 1:40



Vendor Contract Information Summary

Vendor Name Hellas Construction, Inc.
Contact Ruth Hawley
Phone Number 5122502910
Email rhawley@hellasconstruction.com
Website www.hellasconstruction.com
Federal ID 27-0074538
Accepts RFQs Yes
Address Line 1 12710 Research Blvd., Suite 240
Vendor City Austin
Vendor Zip 78759
Vendor State TX
Vendor Country USA
Delivery Days 14
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 Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing
Contract # 641-21
Effective Date 06/01/2021
Expiration Date 05/31/2024
Quote Reference Number 641-21
Return Policy Hellas provides warranties on its installed surfaces.
Additional Dealers Hellas Construction, Inc, Frisco, TX

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE SOCIAL EMOTIONAL LEARNING SOFTWARE LICENSES TO MONITOR STUDENT AND STAFF MENTAL, EMOTIONAL, ENERGY AND PHYSICAL SOCIAL WELL-BEING**

BACKGROUND:

The software app is a simple social and emotional learning and mental health tool. Administrators, educators, counselors and district leaders can access data to support student well-being by utilizing a daily (or several times a day) check-in for students with a Social Emotional Learning curriculum that is quick and tailored to each student’s individual needs.

This agreement allows every campus, student and staff member, including district staff to have unlimited check-ins that includes (5) five basic categories: Mental, Emotional, Energy, Physical and Social. Based on check-in data, the algorithm selects an optimum 1-3-minute video activity or lesson for each student or adult that launches automatically. Staff can watch assessment data in real time so teachers can know what students need at the moment and adjust their plan. This service will begin August 1, 2021 and continue through the end of the 2021-2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Social Emotional Learning Software Licenses to Monitor Student and Staff Mental, Emotional, Energy and Physical Social Well-Being
2. Decline to Approve Social Emotional Learning Software Licenses to Monitor Student and Staff Mental, Emotional, Energy and Physical Social Well-Being
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

289-31-6399-04W-XXX-24-512-000000-22F12

COST:

\$64,000

VENDOR:

Rhithm, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas - Allen ISD Contract No. 2019-JUL-39. 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/DEPARTMENTS

District-Wide

RATIONALE:

Schools are increasingly multicultural and multilingual with students from diverse social and economic backgrounds. Educators and community agencies serve students with different motivations for engaging in learning, behaving positively, and performing academically. Social and Emotional Learning, or SEL, provides a foundation for safe and positive learning, and enhances students' ability to succeed in school, careers, and life. Educators need more tools and training to navigate their students' mental health challenges such as anxiety and depression brought on or exacerbated by the pandemic.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña

Rhithm, Inc
 PO Box 77256,
 Fort Worth, TX 76177



Fort Worth ISD (2021-22)

Please send Purchase Orders to:
shauntel@rhithm.app (attn: Shauntel Cooley)

For Quote Questions:
shauntel@rhithm.app
 940-580-4172

Quote #4386309000010632370

Purchasing Cooperative: CTPA Contract 20
 19-JUL-39

Valid Until: Jul 31, 2021

<u>Product Name</u>	<u>Term</u>	<u>List Price</u>	<u>Qty</u>	<u>Amount</u>
Rhithm App™ + Rhithm Insights™ - District/Network (1-Year Term) [X] Access protocols for students, teachers, campus and district administrators to: Rhithm App™ - A Social Emotional Learning product for students and teachers [X] Up to three [3] access protocols for District Personnel to: Rhithm Insights™ - A Social Emotional Learning Data application for school and district leaders	Date Signed - July 31, 2022	\$ 25,000.00	1	\$ 25,000.00
Annual Service Fee (Per Campus) [1-Year Term] [X] Covers implementation costs, training costs, on-going professional development, technical and usage support, etc.	Date Signed - July 31, 2022	\$ 300.00	130	\$ 39,000.00
Sub Total				\$ 64,000.00
Discount Amount				\$ 0.00
Tax Applied				\$ 0.00
Grand Total				\$ 64,000.00



Allen ISD
Where Eagles Soar

2019-JUL-39
Rhithm
Supplier Response

Event Information

Number: 2019-JUL-39
Title: General Services
Type: Request for Proposals
Issue Date: 7/18/2019
Deadline: 8/1/2019 02:00 PM (CT)
Notes: This is a MULTI-AWARD BID FOR GENERAL SERVICES VENDORS.

ALLEN ISD urges all Vendors that provide these services to respond to this Bid/Proposal, even if you are a sole source of the product/service. SPECIFICATIONS are provided as an attribute in this solicitation document. PLEASE READ THE ENTIRE RFP CAREFULLY AND DOWNLOAD ALL ATTACHMENTS PRIOR TO RESPONDING TO THIS PROPOSAL.

Attention Previously Awarded Vendors: If your company is a previously awarded vendor within these commodities a new submission is not required. To check on the maturity date of an existing contract or determine if you should submit a new response please visit the Purchasing Department web page at: <https://www.allenisd.org/Page/50308> or contact the Purchasing Department at (972) 908-8973.

Electronic Bidding: Although we are legally required to accept paper bid submissions, we strongly encourage that bidders submit this bid electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this bid electronically, please do not send us a paper copy as ⁴the electronic version will prevail.

Offline Submissions(Paper):If submitting your bid offline the response must be delivered in a **SEALED ENVELOPE OR CARTON** and received by the opening time and date listed. You must submit (1) hard copy bid marked "original", one (1) marked "copy", and one (1) on a flash drive. Bids must be plainly marked with the **BID NUMBER** and **TITLE** above. Fax or e-mail bids will not be accepted.

Contractors are solely responsible for the timely delivery of their Bid response to the Purchasing Department. Responses received after the deadline will be rejected and shall be returned to the Contractor unopened. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.

In the event the District's offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless Contractor is otherwise notified. The time of day shall remain the same.

Prior to the final selection, Contractors may be required to submit additional information, which the District may deem necessary to further evaluate the Contractor's qualifications.

The District reserves the right to postpone the deadline through an addendum.

Procurement results will become available after approval by the Board of Trustees.

CONTRACT – This Proposal, when properly accepted and approved by the Allen Independent School District School Board of Trustees, shall constitute a Contract equally binding between the successful proposers and the Allen ISD. No different or additional terms will become part of this Contract with the exception of any addendum.

TERM - The successful vendor will enter into an annual contract, for these services, with the option to auto renew each year until terminated by either party. The initial contract period shall be effective upon board approval.

As of the Issuance date of this solicitation and continuing until the final date for submission of proposals, contact with Allen ISD employees,

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE SUMMER ENRICHMENT FULL SERVICE PROVIDER

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has also, periodically, provided summer programming at various sites since program inception. This summer, FWAS has worked with the Office of Innovation to facilitate partnerships with YMCA of Metropolitan Fort Worth to provide the afternoon enrichment portion of Summer Launch programming. YMCA will provide Summer Enrichment at Van Zandt-Guinn Elementary, Seminary Hills Elementary, George Clarke Elementary, Sam Rosen Elementary and Eastern Hills Elementary. YMCA will provide enrichment programming Monday – Thursday from 12:00 pm – 5:00 pm from June 23 through July 22, 2021. YMCA will be prepared to provide up to seventy-five (75) program slots at each site. This is a request to approve funding to generate purchase orders for YMCA for the 2021 Summer Launch (enrichment portion only) program. YMCA responded to Bid 17- 044. This is the fifth year of the five-year bid cycle.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Summer Enrichment Full Service Provider
2. Decline to Approve Summer Enrichment Full Service Provider
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Summer Enrichment Full Service Provider

FUNDING SOURCE

Additional Details

Special Revenue

282-61-6299-0JY-999-24-950-000000

COST:

\$105,000

VENDOR:

YMCA

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

Van Zandt-Guinn Elementary
Seminary Hills Elementary
George C. Clarke Elementary
Sam Rosen Elementary
Eastern Hills Elementary

RATIONALE:

YMCA currently provides FWAS programming at sixteen (16) campuses during the school year. YMCA staff are familiar with program goals and expectations. They have proven to be valuable partners and will be able to provide quality summer enrichment programs for FWISD students at these designated sites.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE PURCHASE OF SOFTWARE LICENSES AND TRAINING FOR SPECIAL EDUCATION STAFF**

BACKGROUND:

The Special Education Department has purchased Unique Learning Systems, News-2-You, Symbol Stix, and L3 Skills to assist our self-contained special education classrooms with curriculum that is vertically aligned to the Texas Essential Knowledge and Skills (TEKS) based on their individual student’s needs. These programs will allow consistency in what is being taught across the District and will increase the rigor of the lessons. Also, the programs have embedded differentiation, support with communication skills and reinforcement and practice of skills. The teacher will have access to materials aligned with the TEKS and the Individualized Education Program (IEP) goals of each student. The program will allow the teacher more time to plan for lessons and differentiation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software Licenses and Training for Special Education Staff
2. Decline to Approve Purchase of Software Licenses and Training for Special Education Staff
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Licenses and Training for Special Education Staff

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$174,324.09

VENDOR:

N2Y, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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

Special Education Department

Specialized Classrooms Across the District (ECSE and RISE)

RATIONALE:

Purchasing the software licenses and training will increase differentiation and rigor in the specialized classrooms (ECSE and RISE).

INFORMATION SOURCE:

Jerry Moore



Quote No.	Opportunity No.	Date
Q-56034	OPP-139805	7/9/2021

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Missy Heady missy.heady@fwisd.org

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

Date	Payment Terms	RFP / Contract #	Purchase Order
7/9/2021	Net 30		

2021-2022

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
13	L3S	L ³ Skills™	Renewal	157684	9/6/2021	9/5/2022	\$135.45	\$1,760.85
189	SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	125413	9/6/2021	9/5/2022	\$129.00	\$24,381.00
189	ULS	Unique Learning System®	Renewal	158823	9/6/2021	9/5/2022	\$582.24	\$110,043.36
191	NWS	News-2-You®	Renewal	158821	9/6/2021	9/5/2022	\$199.68	\$38,138.88
2021-2022 TOTAL:								\$174,324.09

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

Sub-Total \$174,324.09
Sales Tax: \$0.00
Total \$174,324.09

Please Note:

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



Quote No.	Opportunity No.	Date
Q-56034	OPP-139805	7/9/2021

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

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-56034** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

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

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

Sincerely,

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

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE PURCHASE OF A THREE (3) YEAR PREMIUM DISTRICT SUBSCRIPTION FOR INTERACTIVE PRESENTATION SOFTWARE**

BACKGROUND:

Teachers use this interactive presentation software subscription to create slide presentations with interactive questions to help advance inquiry-based learning and get students actively involved in learning. This allows students to work independently both in the classroom as well as remotely. Interactive presentations help teachers connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see in real time how every student in the class is doing. This resource supports active learning, formative assessment, and effective feedback. A pilot program was conducted during the 2020-2021 school year, statistical impact report attached. The renewal runs from July 2021 through June 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Three (3) Year Premium District Subscription for Interactive Presentation Software
2. Decline to Approve Purchase of a Three (3) Year Premium District Subscription for Interactive Presentation Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-808-XXX-11-610-000000

COST:

\$262,650.70

VENDOR:

Pear Deck Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 G) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Interlocal Purchasing System (TIPS) Contract No 200105. Supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this purchase will allow teachers to easily create interactive course content presentations. Students will be able to join course sessions from any device with a web browser.

INFORMATION SOURCE:

Jerry Moore

ORDER FORM



QUOTE # Q-151191
DATE 3/4/2021
EXPIRATION DATE 7/30/2021

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

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

PearDeck, Inc.
2030 E. Maple Ave
El Segundo, CA 90245
United States

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Description	Line Notes	Start Date	End Date	Discount	Line Total
Pear Deck Subscription		7/1/2021	6/30/2024	0%	\$262,650.70
TOTAL (USD):					\$262,650.70

Additional Notes:
3-Year Pear Deck Premium District-Subscription
\$87,550 invoiced annually

Terms and Conditions

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located [here](#). The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

AUTHORITY

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

INVOICES

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

SALES TAX EXEMPT

My school, district, or organization is exempt from my state's sales tax.

AUTOMATIC RENEWAL

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with ("**60 days notice**") to Pear Deck.

ORDER FORM

QUOTE # Q-151191
DATE 3/4/2021
EXPIRATION DATE 7/30/2021



Name : Becky Navarre
Signature : *Becky Navarre*
Date : March 26, 2021
PO (optional) : _____

Next Step

Please send the signed quote to Nick Park at salesops@goguardian.com

FOR FOLLOW-UP QUESTIONS

Please contact our Finance Team at finance@peardeck.com




PRIVACY



Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to Privacy@peardeck.com

W9 Form: <https://goo.gl/CcVw9m>

©2018 Pear Deck, Inc. All Rights Reserved.



 peardeck.com
 hello@peardeck.com
 youtube.com/peardeck

 twitter.com/peardeck
 facebook.com/peardeck



www.peardeck.com

Pear Deck Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	308 Burlington St., #303	NAME Meredith Barton
CITY	Iowa City	PHONE (866) 839-8477
STATE	IA	FAX (866) 839-8472
ZIP	52240-1602	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

HUB: N

SERVING STATES

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

Overview

Pear Deck is a web-based instructional technology platform for student engagement and formative assessment.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200105	Technology Solutions Products and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200105

Nick Park	Director of Sales	(816) 806-2340	nickpark@peardeck.com
Toby Shelton	VP of Sales	(919) 669-7889	toby@peardeck.com

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: APPROVE PURCHASE OF EQUIPMENT AND SERVICES FOR
REPLACEMENT OF FIRE ALARM SYSTEMS**

BACKGROUND:

Fire alarm systems at Westcreek Elementary and E. M. Daggett Elementary need immediate replacement. The fire alarm systems are outdated and have failed, resulting in interruptions of service. This request includes equipment, materials and installation services for a complete fire safety system replacement at these campuses. Fire watch will be maintained as needed until the new system is installed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

TRE	198-51-6299-810-119-99-423-000000.....\$128,998
	198-51-6299-810-178-99-423-000000.....\$94,825

COST:

\$223,823

VENDOR:

Communication Concepts
Firetrol Protection Systems, Inc.

PURCHASING MECHANISM

Interlocal Agreement

Communication Concepts

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 574-18. Supporting documentation is attached. The recommended vendor is listed above.

Firetrol Protection Systems, Inc.

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

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

E. M. Daggett Elementary
Westcreek Elementary

RATIONALE:

Approval of this purchase will ensure that the required fire safety equipment is installed and functioning at these campuses.

INFORMATION SOURCE:

Marlon Shears



FORT WORTH ISD
DAGGETT ELEMENTARY SCHOOL
958 PAGE AVE.
FORT WORTH, TEXAS 76110

6/22/2021

6 Pages

Re: DAGGETT ELEMENTARY SCHOOL – FIRE ALARM SYSTEM REPLACEMENT

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

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

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

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

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

Best Regards,

Lorrie Alvarado
Vice President
Construction Relationships and Business Development

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

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



DAGGETT ELEMENTARY SCHOOL
FORT WORTH ISD
958 PAGE AVE
FORT WORTH, TEXAS 76110

SCOPE OF WORK - INCLUDED:

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

DRAWINGS & ADDENDA USED TO PREPARE THIS BID:

1. Drawings date: 2006
2. Sheets: TEA 119-1, TEA 119-4, TEA119-6, TEA119-8, TEA119-9
3. Addenda acknowledged: 0

BUILDING SECTION INCLUDED IN THIS BID:

1. Floors 1

PHASING INCLUDED IN THIS BID:

1. 1-Phase

Fire Alarm and Detection System

- ✚ This Design and Build Proposal includes all labor and materials required for the design and installation of the Silent Knight Addressable/Voice Evacuation Fire Alarm System per NFPA, ADA, ANSI, local, state and national codes applicable at bid time, and based upon the information provided on the bid drawings listed above.
- ✚ ***Conduit and rough in is included.***
- ✚ ***Demolition of existing system included.***
- ✚ ***Cover plates for abandoned devices included.***
- ✚ ***Replacement ceiling tiles damaged by Coco included.***
- ✚ For clarification purposes, the following assumptions have been made for this proposal:
 - E-Occupancy
 - 2 AHU allowance (1- duct det., 1- relay mod., 1- test sw. ea.)
 - 2- Elevator, no shunt
 - Remove all pull stations with exception to manual evacuation at main panel and portables when applicable.
 - Smoke detectors allowance for the following locations: Corridors/ paths of egress, common areas (cafeterias, auditoriums, mechanical rooms, electrical rooms, and MDF/IDF rooms. No gas heat in classrooms. ***CO detectors are included as requested by FWISD.***
 - Heat detectors in kitchen and kiln areas.



COMMUNICATION CONCEPTS



- CO detectors to be installed and monitored by the Fire Alarm System in each of the following areas: Classrooms, areas containing gas water heaters, mechanical rooms with gas heat detectors, areas with gas burning appliances.
- Per City of Fort Worth requirement, annunciator in each sprinkler Riser room location.

Smoke/Fire Door Holder Interface

1. The total quantity of Addressable Fire Alarm Relays for Smoke/Fire Door Holder Interface **budgeted** for this project is: Qty-2
2. Smoke/Fire Door Holders are to be provided and installed by others and powered by Communication Concepts.

Access Control System Interface

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

Mechanical

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

Sprinkler System

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

Elevator

1. Provisions have been included for Elevator Recall, Shunt Trip, Shunt Trip Power Supervision, and Fire Fighter Alert. Communication Concepts will provide (4) four addressable low voltage relays and (1) one addressable low voltage monitor module in the Elevator Machine Room. Communication Concepts' relays and monitor modules serve as demarcation points for its work. Other trades are required to provide all interfaces from these relays and monitor modules to their own equipment that may be required for AHJ approval, including devices to be located inside the elevator car or lobby such as speakers, fire phone jacks and associated cabling.
2. The Elevator Contractor is required to attend a Functional Pre-Test of the Fire Alarm System/Elevator System Interface not less than 24-hours in advance of the final Fire Alarm System Inspection by the AHJ.

3rd Party Peripheral System Interfaces

1. Sound System Shutdown: Qty-1-Point

Monitoring

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

Other Clarifications - Included

1. Fire Alarm Permit: Qty-1
2. AHJ Submittal/Shop Drawing Review Fees: Qty-1
3. Communication Concepts understands the importance of properly documenting existing systems for the protection of all parties. Thus, Communication Concepts cannot accept responsibility for system repair if demolition or construction takes place prior to the 100% pretest of the existing system. When applicable.
4. All 110Vac or greater power. All circuits to be dedicated with 3rd wire ground.
5. Conduit raceway, sleeves, conduits with pull strings, All conduit or raceway must stub back to accessible exposed or lay-in ceilings. Back boxes are to be installed as indicated on Communication Concepts' submittal shop drawings as approved by the AHJ and Architect. Wiremold, faceplates, stub ups and flex whip included.
6. Access panels
7. **Installation of replacement of Ceiling Tile damaged by this contractor.**
8. Design, shop drawings, installation, and owner's training.
9. All cable will be plenum rated, provided and installed by Communication Concepts.
10. Provide and install J-Hooks and Bridle Rings for Cable Pathway
11. Initial programming
12. All work to be performed during Communication Concepts' normal business hours.
13. This proposal, terms and conditions, inclusions and exclusions must be incorporated into any



- contract or agreement to perform this work.
14. Certificate of Installation, O&M Manual(s), and As-Built Drawings as specified.
 15. One (1) year parts and labor warranty for naturally defective parts or workmanship. This proposal warranty begins with substantial use of the system by the end user. Warranty service will be provided during Communication Concepts' normal business hours.
 16. **This price is valid for 90-days from the date of this proposal.**

Other Clarifications - Excluded

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

1. Any additional information provided after bid time that requires additional work or materials.
2. Additional devices required after the Fire Marshal/AHJ/FPE submittal/drawings review and during/after the Fire Alarm System Inspection with the AHJ.
3. Additional work or materials required due to hidden or unidentified conditions above ceilings, below floors or in walls is not included.
4. Additional work or materials required due asbestos abatement and any work associated with scheduling, rescheduling, phasing, demobilization, remobilization, damage to existing or new systems under Communication Concepts' scope of work, and troubleshooting/repair of systems due to asbestos abatement or related concerns is not included. All asbestos must be removed in areas in sow.
5. AutoCAD .dwg backgrounds are to be provided by others free of charge for submittal shop drawing and for AHJ submittal purposes.
6. Printers
7. Coring, cutting, patching, and painting of walls, floors, ceilings, roofing and/or concrete, etc
8. All controls and interface cabling from addressable fire alarm control relays to associated Nurse Call, Security, Access Control, Sound Reinforcement, Audio-Visual, EMS, BMS, Smoke Control, Elevator, HVAC units and Fire Smoke Dampers are to be provided, installed and terminated by others.
9. Any re-inspection fees, penalties, charges or portion imposed by the AHJ, for the failing of the Fire Alarm System Inspection caused by the malfunction or unpreparedness of other trades.
10. Fire Alarm relay provided and installed by others at each Access Control Power Supply enabling "Free Egress" in a Fire Alarm Condition.
11. Sales and/or Use Tax
12. Payment & Performance Bonds



BASE PROPOSAL PRICE:

\$128,998.00

+ Fire Alarm and Detection System Replacement

Best Regards,

Lorrie Alvarado

Vice President

Construction Relationships and Business Development

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

Email: lalvarado@coconcepts.com

MX Holdings US,

FWISD #178 Westcreek Elementary Fire Alarm System Upgrade

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





June 24, 2021

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

Project: FWISD #178 Westcreek Elementary Fire Alarm Upgrade
3401 Walton Avenue
Fort Worth, Texas 76133
Proposal #43-21045

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

Firetrol is to provide the labor, design documents, submittals, permits and testing with the fire marshal as necessary for the installation of a fire alarm / voice evacuation system that is required for a 1-story (E Occupancy) building. An addressable fire alarm / voice evacuation system will be installed to replace the existing Kidde/Thorn and Silent Knight 5820XL fire alarm systems. This proposal is based on the site walk that was performed on May 20, 2021 with Randy Loftin.

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

Fire Alarm System Upgrade
\$94,825.00
(Pricing does not include sales or use tax, if applicable)

CLARIFICATIONS

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

ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT

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



ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT

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

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

Authorized Signature: *Chris Shuman*

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



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

Accepted By:

Signature

Date

Purchase Order #

Name (Please Print)

Title

CONFIDENTIALITY STATEMENT

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



Shop Vendor Products

Contact

JEFF MAULDIN

Email
info@coconcepts.com

Phone
[\(817\) 920-9902](tel:(817)920-9902)

Fax
[8179209956](tel:8179209956)

Web
www.communication-concepts.com

Office
4216 Hahn Blvd
Fort Worth TX, 76117

Tax ID (Identity)
75-2518845

Summary

Communication Concepts Information Page.

HUB (Historically Underutilized Business) Certifications

Active Contracts

574-18 | Fire and Security Systems and Monitoring Services

Shop

[View Products For Contract/Vendor](#)

Documents

[View Contract Documents](#)

Expiration

11/30/2021

Policy

[Printable Format](#)

Accepts Requests for Quotes

Yes

Accepts Requests for Quotes

574-18

Payments

1% in 10/Net 30 days

Handlings

Common Carrier

Freights

FOB Destination

Returns

20% restocking fee, product must be in original packaging and factory sealed

Shipping

Pre-paid and added to invoice

Delivery

30 Days

604-20 | Radio Communications and Video Recording Products and Services

Vendor Announcement

No announcements.

Popular Purchases

[See more Popular Purchases](#)

No purchases found.

Texas Department of Information Resources

Can't find what
you're looking for?



Home / All Contracts & Services / Contract Detail

Firetrol Protection Systems, Inc.

Vendor ID

18704050345

URL
[Vendor Website](#)
HUB Type

Non HUB

DIR Contract Number

DIR-CPO-4501

Contract Term End Date

10/21/2022

Contract Exp Date

10/21/2025

Contact Firetrol Protection Systems, Inc.
Contact
[Troy Davidson](#)
Phone

(602) 297-7668

Fax

(480) 452-0402

Contact DIR
Contact
[Jeff Booth](#)
Phone

(512) 463-5712

Fax

(512) 475-4759

Contract Overview

Firetrol Protection Systems, Inc., provides installation, maintenance, and related services for security systems and life safety systems. Products include, but are not limited to: security, access control platforms, CCTV platforms, and emergency alert/mass notification systems. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this Vendor.

Contract Documents

- [DIR-CPO-4501 Contract PDF \(714.48KB\)](#)
- [DIR-CPO-4501 Appendix A Standard Terms and Conditions PDF \(536.1KB\)](#)
- [DIR-CPO-4501 Appendix B HUB Subcontracting Plan PDF \(4.06MB\)](#)
- [DIR-CPO-4501 Appendix C Price Index PDF \(403.8KB\)](#)

- [DIR-CPO-4501 Appendix D Service Agreement Template DOCX \(34.9KB\)](#)
- [DIR-CPO-4501 RFO DIR-CPO-TMP-443 PDF \(8.06MB\)](#)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.

How To Order

1. For product and pricing information, visit the [Firetrol Protection Systems, Inc.](#) website or contact [Troy Davidson](#) at (602) 297-7668
2. Generate a purchase order made payable to Firetrol Protection Systems, Inc. and you must reference the DIR Contract Number **DIR-CPO-4501** on your purchase order.

[Show more](#)

Available Brands (4 total)

American Dynamics
Bosch
Services
Software House

[Show more](#)

Available Products & Services (4 total)

IT Security Software/Hardware
Maintenance - Hardware
Security Services
Surveillance, Security and Monitoring

[Show more](#)

Commodity Codes (17 total)

207-67 - Power Supplies: Surge Protectors, Uninterruptible Power Supplies, Switches, etc.
257-31 - Detection Equipment, CBRNE
257-37 - Explosive Device Mitigation and Remediation Equipment
257-76 - Sensors, Infrared (IR)

[Show more](#)

[Calendar](#)

[Careers](#)

[About DIR](#)

[News](#)

[Cybersecurity
Council](#)

Hot Topics
[See Hot Topics](#)

DIR News
[See DIR News](#)

Feedback

Back to Top

[Home](#)
[About DIR](#)
[Contact Us](#)
[News](#)
[Career Opportunities](#)

[Calendar](#)
[Site Policies](#)
[Privacy & Security Policy](#)
[Ethics Policy](#)
[SAO Fraud Reporting](#)
[Homeland Security](#)
[Veterans Portal](#)
[Texas.gov](#)

[Capitol Complex Directory](#)
[Statewide Search](#)
[Sponsored Sites](#)
[Document Library](#)
[Information Security](#)
[Data Center](#)
[Telecom](#)
[FAQs](#)

© 2019 Texas
**Department of
Information Resources**
300 W. 15th Street, Suite

Austin, TX 78701 | 512.475.4700

Follow Texas DIR on Twitter

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: APPROVE PURCHASE OF NETWORK ELECTRONICS EQUIPMENT
AND SERVICES FOR NETWORK CONNECTIVITY IN NEW AND
RENOVATED CLASSROOMS**

BACKGROUND:

As part of the 2017 Capital Improvement Program (CIP), renovated areas and building additions require wireless and wired network connectivity to support instruction and administrative needs. Network data connections were added to renovated and new classrooms to support interactive flat panels in classrooms and to provide wired and wireless connectivity for computer equipment.

Network switches, wireless access points, and other network components are needed to activate these network data connections and to provide wireless network coverage for student mobile computing devices. The total ask, also includes the cost of outdated wireless access points at CIP schools. The replacement of the non-CIP access points is necessary for the upkeep and management of the wireless network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Network Electronics Equipment and Services for Network Connectivity in New and Renovated Classrooms
2. Decline to Approve Purchase of Network Electronics Equipment and for Network Connectivity in New and Renovated Classrooms
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-53-66XX-814-XXX-99-427-000000
199-51-66XX-814-XXX-99-427-000000

COST:

Not-to-Exceed - \$3,600,000

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 the Sourcewell #081419 (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:

Amon Carter-Riverside High School	R.L. Paschal High School
Arlington Heights High School	Polytechnic High School
Benbrook Middle/High School	South Hills High School
Diamond Hill-Jarvis High School	Southwest High School
Paul Laurence Dunbar High School	Green B. Trimble Tech High School
Eastern Hills High School	Western Hills High School
North Side High School	O.D. Wyatt High School
Young Men's Leadership Academy	

RATIONALE:

Purchase of the network electronics equipment will ensure that classrooms have network connectivity to support instruction.

INFORMATION SOURCE:

Marlon Shears



Aruba Bill of Materials & Price Estimate Sheet for FWISD planning purposes. Aruba pricing is valid for the stated term on this estimate of 30 days. Pricing extension is conditional upon market trends and impact due to supply chain demands. Pricing subject to change based on current market conditions.

Contract: FWISD Sourcewell #081419 (081419#CDW)

ADJUST QTY

Item Description	CDW #	Mfg. Part #	QTY	Unit Price	EXT. Price
HPE Aruba AP-535 (US) - Campus - wireless access point	5520240	JZ337A	1	\$ 587.96	\$ 587.96
HPE Aruba AP-MNT-MP10-A Campus Type A - mounting bracket	5378544	JZ370A	1	\$ 77.08	\$ 77.08
HPE Aruba - license + 1 Year ArubaCare Support - 1 add license	4361245	JW619AAE	1	\$ 62.04	\$ 62.04
HPE Aruba AirWave - license - 1 device	4361244	JW605AAE	1	\$ 18.42	\$ 18.42
HPE Aruba 7240XM (US) Controller - network mgmt device	4361274	JW784A	1	\$ 15,790.48	\$ 15,790.48
HPE Aruba - power supply - hot-plug / redundant - 350 Watt	4361256	JW657A	1	\$ 195.53	\$ 195.53
HPE Aruba Virtual Mobility Master - license - up to 1000 APs	4531036	JY896AAE	0	\$ 6,578.26	\$ -
HPE Aruba Virtual Mobility Master - license - up to 500 APs	4438486	JY895AAE	1	\$ 3,946.21	\$ 3,946.21
HPE Aruba power cable - 6 ft	4360984	JW124A	1	\$ 1.88	\$ 1.88
HPE Foundation Care Software Support 24x7 - technical supt	4644712	H5UE9E	1	\$ 2,263.33	\$ 2,263.33
HPE Foundation Care Software Support 24x7 - technical supt	4470126	H5UD9E	1	\$ 1,354.15	\$ 1,354.15
HPE Foundation Care Next Business Day Exchange Service	4362571	H4QC3E	1	\$ 4,903.75	\$ 4,903.75

Total Hardware Only Estimate: \$ 29,200.83
Services Estimate: TBD
Total Hardware and Services Estimate: TBD

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

CDW Account#: 0926086
CDW Contact: K-12 North Texas Executive Account Team
Email: K12NorthTexas@cdwg.com
Phone: 866.301.5739



Aruba Bill of Materials & Price Estimate Sheet for FWISD planning purposes. Aruba pricing is valid for the stated term on this estimate of 30 days. Pricing extension is conditional upon market trends and impact due to supply chain demands. Pricing subject to change based on current market conditions.

Contract: FWISD Sourcwell #081419 (081419#CDW)

ADJUST QTY

Item Description	CDW#	Mfg. Part#:	QTY	UNIT PRICE	EXT. PRICE
HPE Aruba 6300M - switch - 24 ports Fiber 1/10G switch	6239148	JL658A	1	\$ 4,737.83	\$ 4,737.83
HPE Aruba 6300M - switch - 48 ports	5841987	JL659A	1	\$ 4,295.32	\$ 4,295.32
HPE Aruba X371 - power supply - 250 Watt	4360869	JL085A#ABA	1	\$ 153.01	\$ 153.01
HPE Aruba X372 - power supply - 1600 Watt	5888369	JL670A#ABA	1	\$ 557.15	\$ 557.15
HPE Aruba Direct Attach Cable - 25G dac - 2 ft	5854315	JL487A	1	\$ 66.62	\$ 66.62
HPE Aruba Direct Attach Cable - 25G dac - 10 ft	5836504	JL488A	1	\$ 97.27	\$ 97.27
HPE Aruba NetEdit - subscription license (1 year) - 1 node	5490826	JL639AAE	1	\$ 13.94	\$ 13.94
HPE Aruba - SFP+ Transceiver Module - 10 GigE	4919570	J9150D	1	\$ 264.35	\$ 264.35

Total Hardware Only Estimate: \$ 10,185.49
Services Estimate: TBD
Total Hardware and Services Estimate: TBD

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

CDW Account#: 0926086
CDW Contact: K-12 North Texas Executive Account Team
Email: K12NorthTexas@cdwg.com
Phone: 866.301.5739



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Contract Documents 

Contract Documents

Technology Catalog Solutions

Contract #081419-CDW

Effective 12/01/2019 - 10/30/2023

Contract Documentation




 **Request for Proposal (RFP)** (272.31 KB)

 **Contract** (816.09 KB)

Competitive Solicitation Documentation

 **Proof of Publication** (2.26 MB)

 **Proposal Opening Record Page** (115.6 KB) ⁷⁸

-  **Proposal Evaluation** (159.06 KB)
-  **Evaluation Committee Comment & Review** (186.46 KB)
-  **Board Resolutions** (3.67 MB)

Become a Member

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

Search Vendors & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Sourcwell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcwell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcwell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



[Sourcwell for Vendors](#) →

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: APPROVE PURCHASE OF COLLEGE/CAREER EXPLORATION SYSTEM

BACKGROUND:

The college/career exploration system for K-12 is a comprehensive college/career development program that begins with learning resources in kindergarten and transitions through middle and high school. This is a yearly renewal of this program, which began in 2016-2017 and continued in 2018-2019. The District elected to renew another (3) three-year contract with the program in the 2019-2020 school year. Through this program, students become self-aware and are able to understand their future opportunities and build actionable plans to achieve their career goals. The college/career exploration system for K-12 helps to:

- Connect student passion, interests and aspirations in a meaningful way to academic plans.
- Infuse career development school-wide to demonstrate academic relevance.
- Improve academic performance when students are self-aware and engaged.
- Save time and resources by leveraging technology to automate course and college planning.

The exploration system curriculum will also be utilized to implement the college and career readiness requirements of House Bill 18 and American School Counselor Association (ASCA) standards.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of College/Career Exploration System
2. Decline to Approve Purchase of College/Career Exploration System
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of College/Career Exploration System

FUNDING SOURCE

Additional Details

General Fund

199-38-6399-001-999-99-38-152-000000

COST:

\$134,910

VENDOR:

Xello

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 20-029

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. The firm responding to this solicitation has 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 Schools – Grades K-12

RATIONALE:

The college/career exploration system for K-12 is a web-based self-exploration and planning program that drives students to recognize their full potential in school, college, career and life. Students start by building awareness of career options and pathways. Through exploration, they identify personal interests and preferences. The concepts of self-advocacy and career readiness are introduced early and reinforced throughout the process, along with the importance of achievement, purpose and participation in developmentally-appropriate experiences. This, in turn, keeps students engaged in academics by continually making the connection between their goals and current school work. The program’s curriculum is aligned to the curriculum requirements of House Bill 18 and the ASCA standards for college and career readiness.

INFORMATION SOURCE:

David Saenz

ORDER SUMMARY

REF-042671

QUOTE FOR:ATTN: **Accounts Payable**Fort Worth Independent School District
100 N University Dr
Fort Worth, TX 76107**REQUESTED BY:**

Accts FWISD

Fort Worth Independent School District
100 N University Dr
Fort Worth, TX 76107**SUBSCRIPTION PERIOD:**Start Date: **Sep 1, 2021**End Date: **Aug 31, 2022**Duration: **12 months****COMMENTS:**

3rd Year of contract. If Fort Worth decides to take the optional year extension in 2022-23 and 2023-24, the contract price will be the same as the price during the 2021-22 contract year.

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School ▼	23,000	\$2.98 Per Student Reg \$4.95	\$2.98 40% (\$1.97) discount	\$68,540.00
Xello for Middle School ▼	19,000	\$2.48 Per Student Reg \$4.25	\$2.48 42% (\$1.77) discount	\$47,120.00
Xello for Elementary School ▼	35,000	\$0.55 Per Student Reg \$2.50	\$0.55 78% (\$1.95) discount	\$19,250.00

NOTES:

An invoice will be sent shortly.

GRAND TOTAL:**\$134,910.00**
USD

Xello Terms of Use Agreement

W8 Form

Billing + Renewals FAQ's

APPROVAL STATUS:

This order has been approved

NEXT STEPS:

- **IMPORTANT:** Please email the Purchase Order to Jerome Martin at jeromem@xello.world.
- Your order will be processed and an invoice sent to:
 - accountspayables@fwisd.org
 - anita.perry@fwisd.org
 - tonni.grant@fwisd.org
 - skip.gerrard@fwisd.org

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE PURCHASE OF COACHING MODEL TRAINING AND
INFIELD COACHING SUPPORT**

BACKGROUND:

Fort Worth ISD (FWISD) has invested in building the capacity of teachers to positively impact student achievement through a job-embedded instructional coaching model for the past three years. Coaching training, forums for problems of practice, and in-field coaching has been provided through a contract with New Teacher Center (NTC). FWISD proposes to contract with NTC again to sustain the FWISD coaching model training and support.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Coaching Model Training and Infield Coaching Support
2. Decline to Approve Purchase of Coaching Model Training and Infield Coaching Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Coaching Model Training and Infield Coaching Support

FUNDING SOURCE

Additional Details

ESSER

282-13-6299-INC-999-24-950-000000-22F32

COST:

\$140,000

VENDOR:

New Teacher Center

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-083

Number of Bid/Proposals received: 71

HUB Firms: 8

Compliant Bids: 71

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

(See Chart Below)

RATIONALE:

New Teacher Center (NTC) goals is a national non-profit organization whose mission is to improve student achievement by accelerating the development of teachers and school leaders through a systemic instructional mentoring model dedicated to improving student learning. Founded by teachers in 1998, NTC partners with over 300 school districts across the U.S. as well as the country of Singapore to build the capacity of their teacher leaders to become instructional mentors and coaches. NTCs goals are rooted in building the quality of partner organizations, such as FWISD, to sustain and support instructional coaching work long term. NTC tools align to the FWISD Instructional Framework and racial equity work. Services include differentiated professional development of coaches, coach leaders, and administrators, along with a sustainability plan.

INFORMATION SOURCE:

Jerry Moore

Carter-Riverside High School	South Hills High School	Diamond Hill-Jarvis High School	Dunbar High School
Eastern Hills High School	North Side High School	Polytechnic High School	Southwest High School
Western Hills High School	O.D. Wyatt High School	Daggett Middle School	Wedgwood 6th
J.P. Elder Middle School	Handley Middle School	William James Middle School	Kirkpatrick Middle School
McLean Middle School	Meacham Middle School	Meadowbrook Middle School	Monnig Middle School
Morningside Middle School	Riverside Middle School	Stripling Middle School	J.M. Jacquet MS
Wedgwood Middle School	Leonard Middle School	The Leadership Academy at Como Montessori	Rosemont 6th
McLean 6th	Jean McClung Middle School	Benbrook Middle School	West Handley Elementary School
Carroll Peak Elementary School	Carter Park Elementary School	George C. Clarke Elementary	Hazel Harvey Peace Elementary
Daggett Elementary	Rufino Mendoza Elementary	S.S. Dillow Elementary	Eastern Hills Elementary
East Handley Elementary	Christene C. Moss Elementary	Harlean Beal Elementary	Rosemont Elementary
W.M. Green Elementary	Van Zandt-Guinn Elementary	Hubbard Heights Elementary	H.V. Helbing Elementary
Kirkpatrick Elementary	D. Mcrae Elementary	M.H. Moore Elementary	Morningside Elementary
Charles Nash Elementary	Natha Howell Elementary	Oaklawn Elementary	A.M. Pate Elementary
M.L. Phillips Elementary	Luella Merrett Elementary	Versia Williams Elementary	Maudrie M. Walton Elementary
David K.Sellars Elementary	Western Hills Primary	Sam Rosen Elementary	J.T. Stevens Elementary
Clifford Davis Elementary	Sagamore Hill Elementary	Atwood McDonald Elementary	Cesar Chavez Elementary
South Hills Elementary	Sunrise-McMillan Elementary	W.J. Turner Elementary	Waverly Park Elementary
Westcreek Elementary	Western Hills Elementary	Bill J. Elliott Elementary	T.A. Sims Elementary
Edward J. Briscoe Elementary	Woodway Elementary	Lowery Road Elementary	Seminary Hills Park Elementary
Alice Contreras Elementary	Dolores Huerta Elementary	Bonnie Brae Elementary	Springdale Elementary
Glen Park Elementary			



**NEW TEACHER
CENTER**

**Ensuring Sustainable and High-Quality
Coaching Systems**

presented to

Fort Worth Independent School District

June 2021

Overview

The New Teacher Center (NTC) partnered with Fort Worth Independent School District (FWISD) in 19-20 to establish a district aligned instructional coaching system. Through FWISD's commitment to high-quality coaching, the district is working to accelerate the development of teacher effectiveness, improve teacher retention, build teacher leadership, increase student learning, and support equitable outcomes for every learner.

Research has shown many teachers leave their schools due to poor working conditions that include a lack of meaningful professional support and learning systems that promote continuous improvement in their practice. Over the past two decades, NTC has supported approximately 8,000 new teacher Coaches and coaches and 26,000 teachers across the nation by providing research-based professional learning systems to support effective teaching practice. NTC is uniquely positioned to accelerate teacher practice, and thus narrow the achievement gap, through its proven results of exceptional instructional coaching. For example, an independent I3 Validation grant evaluation found that after **2 years of NTC coaching support, 4-8 grade students of NTC-supported teachers demonstrated 2-4 months of additional learning in reading and 2-5 months of additional learning in math** compared to students of the control group teachers, who received traditional coaching support. Our efforts have also proven to be effective in retaining teachers with **90 percent of our teacher Coaches staying in the district and 30 percent increased retention across the teachers who we have coached.**

This document contains a proposed scope of work that outlines the key milestones, deliverables, timeline, and budget to provide FWISD's instructional coaches, and school leaders support to build an effective teacher development system. NTC looks forward to continuing to partner with the Fort Worth Independent School District to help achieve the district vision to ignite a passion for learning by providing a challenging, creative curriculum in a safe, supportive environment where students reach their highest potential.

Proposed Scope of Work

During the 2021-22 school year, FWISD intends to support up to **120 instructional coaches (60 Year 1 and 60 Year 2)** using NTC's proven model of support. This work will meet the following objectives:

- Develop the instructional leadership skills needed to Coach for optimal learning environments in which teachers:
 - create emotionally, intellectually, and physically safe environments
 - implement standards-aligned curriculum and instruction
 - meet the diverse needs of every learner
- Engage in strategic instructional Coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning of the district-adopted curriculum
- Create and maintain collaborative, professional relationships and skills (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and maintain Coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content
- Advance teaching practice through establishing collaborative, professional relationships that: build trust; meet teachers' needs through the use of coaching language and stances; and, provide actionable feedback by modeling active listening

Professional Learning for First Year Coaches (Sustaining Membership)

NTC's sustaining membership allows FWISD Coaches to conduct NTC-copyrighted year 1 Coach professional development listed in the Authorized Curriculum for the Contract Duration. The presenters will be selected in collaboration with NTC staff.

Authorized Curriculum

A highly skilled Coach is key to providing teachers with support, either individually or in learning teams, that will advance their instructional practice. In the *Foundational Institute for Coaches and Coaches (FIC)*, Coaches learn the critical knowledge, skills, and tools to initiate and maintain effective Coach relationships with teachers that result in instructional growth. The specific sessions included through this sustaining membership are:

- Foundational Institute for Coaches (FIC)
- Foundational Online Content Sessions for Coaches

A detailed scope and sequence can be found in Appendix A.

National Program Leader Network

NPLN is a networked learning experience for our partners where they engage in a process of continuous learning and development focused on program quality and sustainability. Each year NTC designs the network learning in alignment with the following overarching goals:

- Build collegial relationships within a community of practice
- Provide multiple contexts for sharing and analyzing effective practices and innovations
- Engage programs in continuous program improvement and accountability through a goal setting process that is grounded in the induction / instructional coach program standards
- Provide a framework for collecting and analyzing program data of impact and implementation, and structure opportunities for programs to share and apply effective strategies

As part of NPLN, FWISD selects a small team (typically up to 3 participants) composed of key program stakeholders and decision-makers. Teams convene for networking and learning. During these network meetings, Program Teams engage in deep and practical conversations about Coaching and coaching practice, and the program-level practices that support high quality Coaching and coaching. Teams have the opportunity to collaborate across teams to discuss program quality data, emerging best practices, and pose and address problems of practice. Additionally, each network meeting includes dedicated team time to facilitate Program goal setting and implementation planning.

Virtual Site Visit

NTC will conduct **2 days of virtual site visits** to support program implementation. NTC staff will discuss the outcomes for the visit with Client program leadership to determine the activities during the visit. Potential activities are:

- review and discuss program readiness criteria
- meet with stakeholder groups
- strategic planning with program leadership around sustainability and growth
- observe and/or coach Co-Presenters

Online Tools

Coaches' professional learning is supported through **Kiano**, NTC's online learning system. Kiano is designed to accelerate the effectiveness of teachers through a dynamic technology platform, embedded support systems, and access to best-in-class Coaching models. The system allows FWISD program leaders to make data-driven decisions that can help them understand the quality of instruction, course-correct in real time, and ultimately help drive positive effects on student learning. In Kiano, users can:

- Engage with tools that facilitate preparation for Coaching conversations with a core focus on the whole child and teaching standards.
- Dive deeper into tools that promote engagement in coaching cycles--leveraging multiple tools that combine planning, observation, and analysis of student learning in cyclical ways.
- Access to data that highlights the usage of standards and indicators over time to demonstrate growth and effectiveness of instructional practice.
- Measure time and tool use (as key indicators of high-quality implementation) within the platform.
- Gain visibility, measure, and track into the support of Coaches so that they are operating within a best practice framework and becoming an effective Coach.
- At-a-glance data for coaches, coach leads, and district-level leadership to help maximize buy-in and adjust and iterate based on feedback and against district goals.

This agreement includes one online program tool set. It also includes **licenses for 900 program leaders, Coaches, and the teachers they support.** The online tool system includes a perception survey for teachers, access to help resources, and one 30-60 minute webinar orientation for new programs. The system requires all users to accept the terms of use the first time they log in.

Advanced Foundational Professional Learning Series for Coaches

Following their professional learning in Year 1, during Year 2 coaches continue to build on the impactful, student-centered coaching practices they developed in Year 1 and sharpen the lens on coaching for equitable outcomes through **four days of professional learning co-presented with NTC staff and six forums.** Participants will:

- Explore bias and mindsets and how that influences not only teaching and learning, but coaching practices, as well.
- Utilize coaching knowledge and skills to advance instruction to support language acquisition and development (academic language and English learners).
- Develop a deeper understanding of Learner Variability and the implications for all learners.
- Promote Culturally-responsive teaching, Universal Design for Learning, and Academic vocabulary development as vehicles to equitable instruction.
- Leverage the relationships and trust established throughout year one (both with teachers and within the cadre) to address issues of inequity and support coaching and instructional practices that disrupt those patterns.

Specific objectives for each learning session are outlined in the appendix.

System-Level Consultation Support

NTC proposes **2 days of consultation** to support program implementation with the FWISD staff who will oversee this work. Consultation will focus on:

Implementation Consultation: Once the program begins, NTC will continue to collaborate with system leaders in program planning and capacity building efforts that include, but are not limited to:

- Cross-department program planning about school engagement, program implementation, program expectations and the integration of the model with district priorities and initiatives.
- Data collection and analysis on program quality to monitor progress.
- Opportunity to share best practices emerging from the program, and align the initiative with other FWISD priorities and initiatives.
- Collaborate on school leadership engagement and support efforts.

- Support development of professional learning for Year 3 + coaches in alignment with building capacity across the school and system.

In-Field Coaching

Over the course of the school year, mentors will receive highly customized, differentiated support through **10 in-field coaching days**. In-field coaching visits provide an opportunity for **FWISD** to formatively assess and develop mentors' practice in the schools, and to inform programmatic components in real time. Visits also provide an opportunity to coach school leaders about their implementation of their induction model and reflect on the ways in which they support and develop mentors and beginning teachers.

The in-field coaching visit will involve opportunities to support mentors as follows:

- **Prior to Teacher Observation:** NTC staff, FWISD staff and the school leader, will analyze teacher observation and student formative assessment data to get an understanding of teacher growth and opportunities for improvement with the student population served. Participants will discuss potential opportunities for the teacher to better leverage the curriculum to ensure students achieve the rigor of the standards.
- **During Teacher Observation:** NTC staff and FWISD staff will observe the teacher. NTC staff will model and/or support in-the-moment coaching practices and the collection of evidence of teacher practice and student learning.
- **After the Teacher Observation:** NTC staff will co-analyze the observation data and debrief the observation with the mentor and align on specific, actionable feedback to provide to the teacher. A focus will be on specific actions the teacher can take to leverage the curriculum to provide their students access to the rigor of the grade level standards.
- **During the Mentoring Conversation Observation:** NTC staff (joined sometimes by the school leader) will observe coaching conversations between the mentor and teacher, with a focus on one of the highest leverage coaching tools (Planning Conversation Guide, Analyzing Student Learning, or a Post-Observation Co-Analysis). This will provide the best opportunity to support mentoring practice grounded in teaching practice and student learning data.
- **After the Mentoring Conversation Observation:** Together, the mentor and NTC staff will co-analyze the data from the coaching conversation observation, tune the mentor's practice and plan for next steps, and debrief and reflect on the process.

Online Tools

Coaches' professional learning is supported through **Kiano**, NTC's online learning system. Kiano is designed to accelerate the effectiveness of teachers through a dynamic technology platform, embedded support systems, and access to best-in-class coaching models. The system allows district program leaders to make data-driven decisions that can help them understand the quality of instruction, course-correct in real time, and ultimately help drive positive effects on student learning. In Kiano, users can:

- Engage with tools that facilitate preparation for coaching conversations with a core focus on the whole child and teaching standards.
- Dive deeper into tools that promote engagement in coaching cycles--leveraging multiple tools that combine planning, observation, and analysis of student learning in cyclical ways.
- Access to data that highlights the usage of standards and indicators over time to demonstrate growth and effectiveness of instructional practice.
- Measure time and tool use (as key indicators of high-quality implementation) within the platform.
- Gain visibility, measure, and track into the supports of Coaches so that they are operating within a best practice framework and becoming an effective Coach.
- At-a-glance data for coaches, coach leads, and district-level leadership to help maximize buy-in and adjust and iterate based on feedback and against district goals.

Budget

NTC respectfully seeks **\$140,000** from **Fort Worth ISD** to cover the cost of the proposed scope of work. The table below provides a breakdown of the estimated cost of sustaining membership over the next two years.

Please note that the costs below represent all virtual delivery. NTC staff are currently grounded through June 30, 2021 due to the COVID-19 pandemic and the travel policy will be reassessed at that time. Should in-person services be desired once staff members are able to travel again, a \$1,000 per day travel charge will be added.

Level 2 Program Membership Year 1: 2021-2022		
Item	Rate	Total
Membership: Base Cost	Flat Rate	\$10,000
For up to 60 Year 1 Coaches/Coaches. Includes:		
<ul style="list-style-type: none"> • National Program Leader Network (NPLN) for up to 3 attendees • Online Tools: up to 900 Kiano Accounts Included • Virtual Consultation: 2 Days 		
First Year Membership Charge	Flat Rate	\$5,000
Membership License to Present Foundational Institute for Coaches and accompanying online content sessions	Flat Rate	\$15,000
Professional Development for Year 2 Coaches	\$8,000	\$32,000
4 Days of Co-Presented Professional Development		
Forums for Year 2 Coaches	\$4,500	\$18,000
4 Forums		
System Level Consultation Support & In-Field Coaching	\$3,500	\$56,000
16 days consultation & in-field coaching		
Additional Kiano Accounts	Flat Rate	\$1,000
300 additional Kiano accounts		
Custom Kiano Tools	Flat Rate	\$3,000
Total		\$140,000

Conclusion

The notion that all students can thrive when given access to excellent educators is not just a belief. It is a premise that has been established by leading educational theorists and put into practice by high performing education systems. NTC is eager to continue to partner with FWISD to provide its students with excellent teachers and leaders. In advance, we thank you for your consideration.

Appendix A

Foundational Institute for Coaches

The table below outlines the detailed objectives of the sessions included in membership for first year coaches.

Session	Objectives
Day 1 Introduction to Coaching	<ul style="list-style-type: none"> ● Construct a vision of coaching for equity through an examination of the why, what, and how of coaching ● Consider how to support teachers to create and maintain an Optimal Learning Environment for every learner ● Examine the use of priority indicators to strategically focus coaching conversations using NTC's High-Leverage Tools within the Teaching and Coaching Cycle ● Explore the value of building trust as foundational to all coaching work, and how the use of coaching language and stances support coaches to use entry points in order to move teaching practice and student learning forward
Day 2 Planning to Support Equitable Instruction	<ul style="list-style-type: none"> ● Gain an introduction to the Planning Conversation Guide to support coaching conversations that advance teaching practice and ensure equitable learning opportunities for every learner ● Engage in intellectual preparation of a lesson, and connect the practice of examining a task for alignment to the demands of the targeted standards to ensuring equitable instruction ● Address biases through strategic coaching conversations focused on making challenging content that is grade-level and standards-aligned accessible to every learner ● Practice strategic use of coaching language and stances through engagement in a planning conversation ● Understand how to use the Knowing Students and Knowing Teachers tool to support coaching work and relationships
Day 3 Observing to Support Equitable Instruction	<ul style="list-style-type: none"> ● Gain an introduction to the tools that support the observation process ● Analyze how to use priority indicators in every portion of the observation process (Pre-Observation Conversation, Observation, Post-Observation Co-Analysis) to focus coaching conversations and support equitable instruction and learning for every student ● Norm observation of priority indicators and levels of practice based on observational data ● Observe and practice strategic use of coaching language and stances through engagement in a Post-Observation Co-Analysis conversation
Day 4 Analyzing Student Learning to Inform Equitable Instruction	<ul style="list-style-type: none"> ● Gain an introduction to Analyzing Student Learning as a critical, collaborative process of inquiry to examine student work and inform instruction that meets the needs of every learner ● Explore the importance of knowing students to plan for culturally responsive teaching that addresses areas of need and supports student growth ● Examine how to maintain trust while providing effective feedback ● Consider maintaining confidentiality while building a collaborative relationship with school leaders

Advanced Institute for Coaches

The table below outlines the detailed objectives of the sessions included in membership for second year coaches.

Session	Objectives
<p>Day 1 Coaching to Support Equitable Instruction</p>	<ul style="list-style-type: none"> • Reflect on one's own beliefs and biases and their impact on teaching and learning • Develop coaches' experience in supporting an optimal learning environment, specifically the role of equity in effective instruction • Understand how social identities impact perspective and coaching practice • Practice and analyze multiple coaching scenarios related to recognizing and addressing educational inequities • Use data to identify entry points and flexibly use strategies, protocols, and tools in response to teachers' needs
<p>Day 2 Coaching for Every Learner</p>	<ul style="list-style-type: none"> • Develop understanding that providing multiple pathways to learning helps ensure access for every learner • Apply Universal Design for Learning (UDL) principles within the coaching cycle • Maintain trusting, professional relationships while allowing for, promoting, and modeling productive struggle • Identify strategic entry points to coach for student success within an optimal learning environment
<p>Day 3 Coaching to Support Language Development</p>	<ul style="list-style-type: none"> • Explore the role of language as it relates to equity and the diverse language needs of English Language Learners • Analyze data and research to understand the impact of language on student achievement and implications for coaching practice • Recognize the language demands of the Oregon Common Core State Standards to support teachers with planning, scaffolding, and differentiation • Apply formative assessment tools and processes to meet the needs of English Language Learners
<p>Day 4 Coaching as Leadership</p>	<ul style="list-style-type: none"> • Determine effective coaching supports for creating optimal learning environments • Build collective efficacy through collaborative culture • Develop knowledge and skills that support coach leadership and use of systems thinking to advocate for equitable instruction and optimal learning conditions • Analyze coach impact and set professional next steps

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE PURCHASE OF NONVIOLENT CRISIS INTERVENTION
AND DE-ESCALATION TRAINING**

BACKGROUND:

Consistent with Texas Administrative Code §89.1053, the District is responsible for ensuring that a core team of personnel on each campus is trained in current professionally accepted practices and standards regarding behavior management and the use of restraint and time-out. The core team must include a campus administrator or designee, and any General or Special Education personnel likely to use restraint. Further, Texas Administrative Code §89.1053 requires that training on the use of restraint and/or timeout must include prevention and de-escalation techniques, positive behavioral supports, and provide alternatives to the use of restraint.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training
2. Decline to Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-999-23-513-000000-22F13

COST:

\$116,992

VENDOR:

Crisis Prevention Institute,
Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Forms: 0

Compliant Bids: 225

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

Boulevard Heights

Transition Center

Psychological Services

Special Education

RATIONALE:

This contract will provide the necessary training and resources for our District to train staff consistent with the tenants outlined within the Texas Administrative Code §89.1053 concerning procedures for the use of de-escalation strategies, positive behavior supports, restraint, and time-out. Further, purchases within the contract will expand the District's ability to provide training throughout the district to teachers and staff within both General Education and Special Education.

INFORMATION SOURCE:

Jerry Moore



QUOTE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Quote	CUSQ13165
Date	7/19/2021
Page:	1

Federal I.D. #39-2012874
 DUNS: 109166061 / CAGE 3A7W3

Quote is Valid for 60 Days from Date of Quote

Bill To:

Justin Gaddis
 Fort Worth Independent School District
 100 N University Dr Ste SE 220
 Fort Worth TX 76107

Ship To:

Fort Worth Independent School District
 100 N University Dr Ste SE 220
 Fort Worth TX 76107

Purchase Order No.		Customer ID	Shipping Method	Payment Terms	Req Ship Date
		325713	US UPSGND	Net 30	0/0/0000
Quantity	UOM	Item Number	Description	Unit Price	Ext. Price
3	EACH	ISSN0300	Blended Foundation Course	\$34,999.00	\$104,997.00
1	EACH	ISSN0112	APS Consult	\$6,000.00	\$6,000.00
5	EACH	OPPN0215	Virtual Renewal NCI Training Justin Gaddis, Nicole Stein Ryan Hughes, Isaac Andrade Clayton Woods	\$1,199.00	\$5,995.00

****PRICE QUOTE****

If you would like to order the merchandise quoted please contact our office at 1-800-558-8976 and reference the Quote # shown at the top right.

Thank You

Subtotal	\$116,992.00
Tax	\$0.00
Freight	\$0.00
Total Z-USD	\$116,992.00

Tax exempt organizations: we must have your tax exempt certificate on file.

Crisis Prevention Institute

10850 W. Park Place, Suite 250
 Milwaukee, WI 53224 USA

Customer Service: 1-800-558-8976

CONSENT AGENDA ITEM

BOARD MEETING

July 27, 2021

TOPIC: 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

BACKGROUND:

North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Growth and Progress Monitoring System was selected in 2017 to provide a single-vertically aligned system for mathematics with a standardized assessment measure for each student three times per year: beginning of year, middle of year, and end of year, as well on-going progress monitoring of student mathematics along with goal setting and teacher instructional resources (MAP Skills) for use in targeted small group instruction during the core learning time. The initial contract ran from Board approval on August 8, 2017, until August 31, 2018, with five (5) one-year optional renewals. The current consent agenda item is for a (1) one-year optional renewal for the 2021-2022 school year for grades K-8; this is year four (4) of the implementation for mathematics. Expanding to use NWEA MAP Growth for Reading for all students in K-8 will allow teachers to monitor and support literacy development which aligns with the student outcome goals established by the Board of Education. Additionally, teachers and students are already familiar with NWEA MAP suite, which will streamline efficiency in implementation and integration.

A District committee led by the Early Learning Department identified and interviewed vendors to provide a robust early literacy assessment to support the district goal of 100x25. NWEA MAP Fluency Progress Monitoring System was selected to provide a single-vertically aligned system for literacy in grades K-3 with a standardized assessment measure for each student three times per year: beginning of year, middle of year, and end of year, as well on-going progress monitoring of student literacy along with goal setting and teacher instructional resources for use in targeted small group instruction during the core learning time. The results from MAP Fluency and MAP Growth complement each other to provide a more robust picture of student learning and needs.

Renewal for each component: mathematics growth, reading growth, and literacy/fluency progress will be brought to the Board annually for review and approval.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-019-XXX-24-114-000000.....	\$549,894.00
	199-11-6399-015-XXX-24-307-000000.....	\$419,519.75

COST:

\$969,413.75

VENDOR:

NorthWest Evaluation Association

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-078

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

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

PARTICIPATING SCHOOL/DEPARTMENTS

Students enrolled in mathematics and reading in grades K-8, in Geometry and Algebra II in high school, and in early literacy in grades K-3 at all campuses.

RATIONALE:

To provide a differentiated platform for mathematics and reading (grade K-8), Geometry and Algebra II in high school, and early literacy/fluency (grade K-3) to assess students' performance levels and monitor student progress in mathematics and literacy. Closing the gap for our struggling learners, while meeting the needs of on-level and higher performing students, requires the implementation of a solution that differentiates strategically to identify and meet the unique needs of each student so that each student continues to grow. These assessment results will provide teachers with skills specific information on students' areas of strength and weakness.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore



Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	06/08/2021
License Start Date:	09/01/2021	Quote Number:	00048873
License End Date:	08/31/2022	Partner ID:	7368
Prepared By:	Melissa Stadtfeld	Contact Name:	Sara Arispe
Phone:		Phone:	(817) 814-1603
Email:	melissa.stadtfeld@nwea.org	Email:	sara.arispe@fwisd.org
Bill To Name:	Fort Worth ISD	Ship To Name:	Fort Worth ISD
Bill To Address:	ACCOUNTS PAYABLE 100 N. University, Suite NW 140-E Fort Worth, TX 76107	Ship To Address:	100 N University Drive Fort Worth, TX 76107

Product	Sales Price	Quantity	Total Price
MAP Growth Single Subject	\$7.00	11,000	\$77,000.00

Quote Subtotal	\$77,000.00
Estimated Tax	\$0.00
Grand Total	\$77,000.00

Notes

High School Math-Only. Single subject pricing- RFP from approved Fort Worth ISD RFP #17-078. MAP Skills excluded from per license cost.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title: _____



Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	06/21/2021
License Start Date:	09/01/2021	Quote Number:	00049483
License End Date:	08/31/2022	Partner ID:	7368
Prepared By:	Melissa Stadtfeld	Contact Name:	Sara Arispe
Phone:		Phone:	(817) 814-1603
Email:	melissa.stadtfeld@nwea.org	Email:	sara.arispe@fwisd.org
Bill To Name:	Fort Worth ISD	Ship To Name:	Fort Worth ISD
Bill To Address:	ACCOUNTS PAYABLE 100 N. University, Suite NW 140-E Fort Worth, TX 76107	Ship To Address:	100 N University Drive Fort Worth, TX 76107

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$13.50	\$11.25	56,615	\$636,918.75	-\$127,383.75
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$5.00	\$5.00	24,899	\$124,495.00	-\$0.00
Professional Learning Workshop (full day)	\$3,500.00	\$3,000.00	26	\$78,000.00	-\$13,000.00
Professional Learning Workshop (full day)	\$3,500.00	\$1,000.00	53	\$53,000.00	-\$132,500.00
Growth Report +1hr Virtual Consulting	\$4,000.00	\$0.00	1	\$0.00	-\$4,000.00

Quote Discount	-\$276,883.75
Quote Subtotal	\$892,413.75
Estimated Tax	\$0.00
Grand Total	\$892,413.75

Notes

License pricing from Denton RFP 2011-018 pricing - Tier 4 more that 30,000 students. Custom Professional Learning First and Consecutive Day pricing from approved Fort Worth ISD RFP #17-078. 26 Professional Learning first days and 53 professional learning consecutive days.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.



Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: APPROVE DATAMAX OF TEXAS PRINTER/COPIER SERVICES
FOR 2021-2022**

BACKGROUND:

The Accountability and Data Quality Department requires printing/copier services for data reporting, producing required materials for local testing as well as documentation and training required by state testing programs. These services are required to support both District and campus staff including campus testing coordinators, data analysts, teachers, and campus administrators. This is the second (2nd) year of a four (4) year agreement negotiated to reduce cost by 19% annually.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Datamax of Texas Printer/Copier Services for 2021-2022
2. Decline to Approve Datamax of Texas Printer/Copier Services for 2021-2022
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-31-6264-001-999-99-114-0000

COST:

\$73,000

VENDOR:

Datamax of Texas

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-CPO-4437. 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 Elementary School, Middle School, High School, and Specialty Campuses District-Wide

RATIONALE:

Printer/copier services are needed to support data reporting and state-mandated and local assessments.

INFORMATION SOURCE:

Karen Molinar

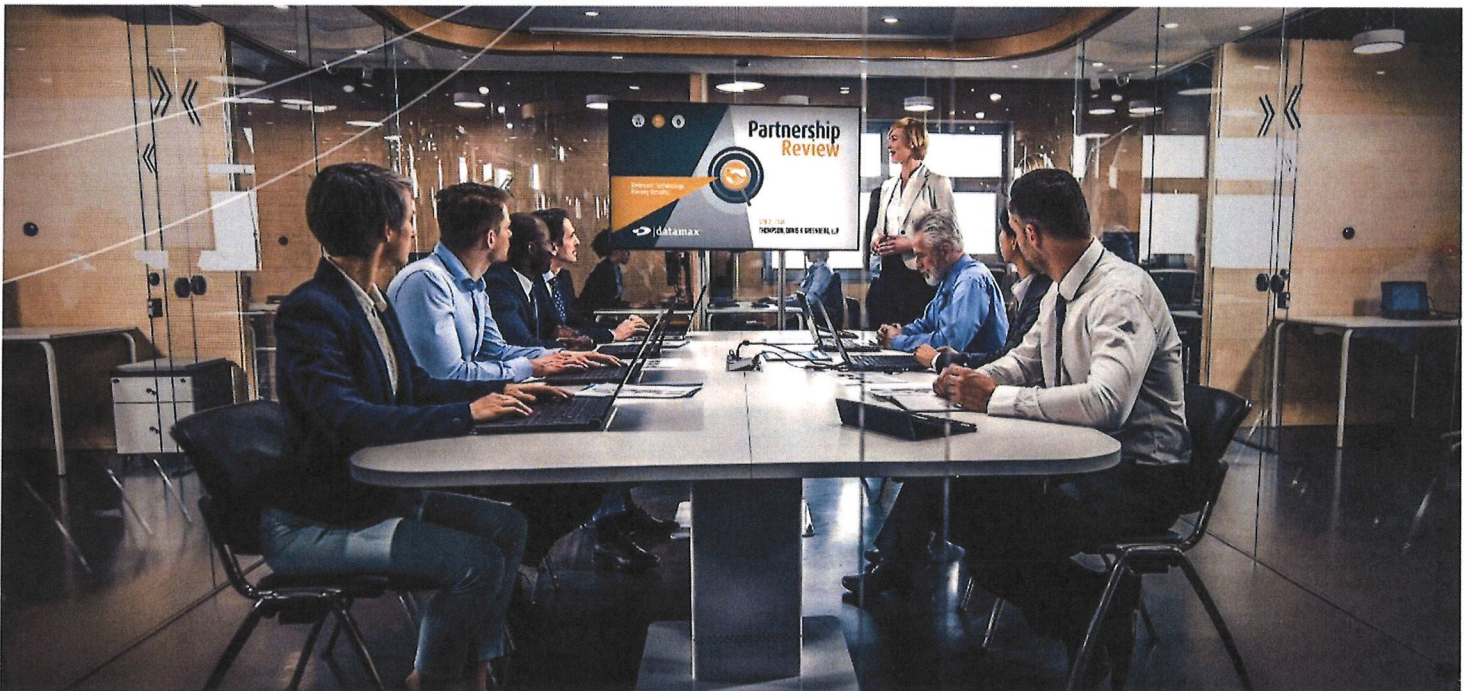
Relevant Technology · Raving Results®



DATAMAX Technology Recommendation

PREPARED FOR:
**FORT WORTH ISD-
ADQ DEPARTMENT**

UPDATED FOR 2021/2022 BUDGET SCHOOL YEAR
June 23, 2021



PREPARED BY:

JAMIE RHODES
BUSINESS PROCESS CONSULTANT

Phone: (469) 549-5425
Email: jrhodes@datamaxinc.com



Investment

DATAMAX Technology Recommendation



Datamax Canon Recommended Equipment Solution for ADQ:

▶ 2x Canon imageRUNNER Advance C5550i

- ▶ Canon State Contract # DIR-CPO-4437
- ▶ 50 Page Per Minute Color Multi-Function (Copy, Print, Scan, Fax)
- ▶ (4) 550 Sheet Paper Trays
- ▶ Staple Finisher
- ▶ Network Fax System
- ▶ 150 Sheet Single Pass Document Feeder

▶ 3x Canon imageRUNNER Advance C8505i

- ▶ 105 Page Per Minute Color Multi-Function (Copy, Print, Scan)
- ▶ (4) 550 Sheet Paper Trays + Extra POD Deck Lite
- ▶ 150 Sheet Single Pass Document Feeder
- ▶ Staple Finisher

▶ 1x Canon imageRUNNER Advance 4235 (Owned, Tag # N9759)

- ▶ 35 Page Per Minute Color Multi-Function Printer (Copy, Print, Scan)

- ▶ Includes delivery, install, setup, network and training

Datamax Leasing Option:

▶ 48 Month Term	<i>Includes equipment and service as listed below*</i>	\$5,088.85
	<i>Estimated Annual Total (with additional impressions based on previous totals)</i>	\$73,000.00

imageCare™ Total Care Service Agreement: [Includes 5 Year Performance Guarantees]

▶ All-Inclusive Service is included in the Monthly Use Investment*:

- ▶ *Includes all service calls, preventive maintenance calls, electrical and mechanical parts, fuser oil, drums and toner at no additional charge. Staples are included.*

▶ Included Black Impressions Per Month: (360,000 Included Quarterly)	120,000
▶ Included Color Impressions Per Month: (45,000 Included Quarterly)	15,000
▶ Additional Black Impressions to be invoiced Quarterly at:	\$.0061
▶ Additional Color Impressions to be invoiced Quarterly at:	\$.0432

Systems Implementation & Support:

Includes:

- ▶ Delivery & Installation
- ▶ MAXimizer Learning® Stand-Alone Training
- ▶ ConnectCare™ Guarantees (if connected)
- ▶ PrintView™ Proactive Service & Toner

Additional Datamax Benefits:

Includes:

- ▶ Total Satisfaction Guarantees
- ▶ 4 Hour On-Site Response Time Guarantee
- ▶ Partnership Reviews for Solution Optimization
- ▶ Free Next-day Shipping of Contract Toner

Fort Worth ISD is not responsible for personal property tax. No service increase for the life of the agreement.

Texas Department of Information Resources

Can't find what
you're looking for?



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

Canon U.S.A., Inc.

Vendor ID

11325617725

URL
[Vendor Website](#)
HUB Type

Non HUB

DIR Contract Number

DIR-CPO-4437

Contract Term End Date

9/19/2021

Contract Exp Date

9/19/2024

Contact Canon U.S.A., Inc.
Contact
[Frank Carroll](#)
Phone

(214) 354-3315

Fax

(703) 807-3709

Contact DIR
Contact
[Tara Lindgren](#)
Phone

(512) 475-4963

Fax

(512) 475-4759

Contract Overview

Canon U.S.A., Inc. offers Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Service. The contract offers Canon brand products. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside of the state. Resellers are available for this contract.

Contract Documents

- [DIR-CPO-4437 Contract PDF \(132.19KB\)](#)
- [DIR-CPO-4437 Appendix A Standard Terms and Conditions \(per Amendment 2\) PDF \(536.11KB\)](#)
- [DIR-CPO-4437 Appendix B HUB Subcontracting Plan \(Approved on 03-23-2021\) PDF \(12.6MB\)](#)
- [DIR-CPO-4437 Appendix C Pricing Index \(per Amendment 4\) PDF \(182KB\)](#)

Vendor Name	Contact Name	Phone/Fax	
Canon Financial Services	Non HUB	Canon Financial	Phone: (856) 813-1000 Fax:
Canon Solutions America, Inc.	Non HUB	Dusty Peck	Phone: (713) 329-2760 Fax: (817) 589-2987
Canyon Falls Business Solutions LLC	Non HUB	Rob Crowell	Phone: (317) 759-2040 Fax:
Capital Business Systems Inc.	Non HUB	Laurie Davis	Phone: (307) 637-6767 Fax:
Clark Office Products Inc.	Non HUB	Rick Dixon	Phone: (870) 425-6323 Fax:
Clovis Office Equipment Co	Non HUB	Randy Holland	Phone: (575) 763-3495 Fax:
CMC BUSINESS SYSTEMS, INC.	Non HUB	Patrick Holeva	Phone: 432-563-1642 Fax:
Commonwealth Technology, Inc	Non HUB	Curt Baker	Phone: (502) 244-1516 Fax:
Copier Connection Inc.	Non HUB	Harlan Trupp	Phone: (308) 632-5520 Fax:
COPY & CAMERA TECHNOLOGIES, INC.	Non HUB	Nelwyn Slocum	Phone: (800) 738-2294 Fax:
COPY GRAPHICS, INC.	Hispanic/Male	David Valdez	Phone: 956-631-0205 Fax: (956) 630-2628
Datamax Technology Group	Non HUB	David Rhodes	Phone: (800) 633-1526 Fax: (469) 549-5491

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE ONLINE PLATFORM TO MONITOR AND SUPPORT
SOCIAL-EMOTIONAL LEARNING AND ENGAGEMENT**

BACKGROUND:

Social-Emotional Learning (SEL) teaches both students and adults to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. To cultivate a caring, participatory, and equitable learning environment, we must actively involve all students and adults in SEL to promote academic growth.

Research tells us that trauma informed practices help meet basic needs and build a sense of 'felt' safety. When we feel safe, we trust and we build relationships. As we build SEL skills, we build meaningful relationships. Restorative practices, and circle time especially, offer a powerful means to practice these SEL skills and builds a strong sense of community. As we become more socially and emotionally competent, we can add brave conversations about race and equity within our classrooms and in the school community to elevate the worth and dignity of every student.

As we work to achieve our student outcome goals, it is evident that we must plan for and intentionally cultivate a caring and equitable learning environment. As a district, we need a system to measure needs, monitor implementation, and support SEL activities to help principals and teachers develop healthy school communities that prepare *EACH* student for success in college, career and community leadership.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Online Platform to Monitor and Support Social-Emotional Learning and Engagement
2. Decline to Approve Online Platform to Monitor and Support Social-Emotional Learning and Engagement
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Funds

199-11-6399-001-XXX-24-307-000000

COST:

\$174,324.09

VENDOR:

Panorama Education

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 Choice Partners Contract #18/056KD-46. 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 Schools PK-12

RATIONALE:

The District implemented the online platform system in the Fall of 2020 to allow the District to collect and analyze data at the District, campus, and classroom level on SEL, school climate, and family engagement to improve student outcomes. Additionally, the platform system provides teacher and campus resources for addressing identified student needs.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore



PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #18/056KD-46

Primary Contact Information			
Client		Panorama Education, Inc. (“Panorama”)	
<i>Client Legal Name (“Client”)</i>	Fort Worth Independent School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Sara Arispe, Associate Superintendent for Accountability & Data Quality	<i>Primary Contact, Title</i>	Jillian Evans, Account Director
<i>Billing / Payment Address</i>	100 N. University Dr. SW 208A	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Fort Worth, TX, 76107	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	sara.arispe@fwisd.org	<i>Email</i>	jevens@panoramaed.com
<i>Phone</i>	(817) 814-1603	<i>Phone</i>	(774) 270- 1345
(1) Description of Services and (2) Fees			
Description of Services		Fees	
License Fees:		<i>Effective Date:</i>	<u>November 1, 2021</u>
Panorama for Social-Emotional Learning; Platform License		<i>Contract Term:</i>	1 year
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.		<i>License Fee:</i>	\$168,000
<ul style="list-style-type: none"> • Student surveys • Teacher/staff surveys • Dashboards and reporting for teachers, student support staff, school administrators, and district leaders • Playbook resources available for all users 		<i>Subtotal License Fee</i>	<u>\$168,000</u>
Project Management and Professional Development Fees:		<i>Project Management:</i>	\$25,200
Project Management		<i>Professional Development:</i>	\$3,000
Includes a dedicated Panorama Client Services Manager and Account Director who will work with the district’s main point of contact to execute a successful project administration.		<i>(4) Virtual trainings (60-90 minutes each)</i>	
<ul style="list-style-type: none"> • Develop project timeline • Manage the set-up and administration on the Panorama Platform • Customize configurations • Coordinate the rollout of Panorama reports to educators in the district 		<i>Subtotal Project Management and Professional Development Fees:</i>	\$28,200
Professional Development: Virtual		<i>Total:</i>	\$196,200
Includes prep and digital access to materials			
<ul style="list-style-type: none"> • 4 custom training sessions (up to 2 hours in length for 50 participants; larger groups can be supported through webinar-style facilitation) • Unlimited Access to Panorama Academy for on-demand tutorials and training 			



PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #18/056KD-46

- Access to exclusive Panorama Community professional development events

Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this “Agreement”) consists of this Service Order (the “SO”) and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:

Date:

Panorama Signature:

Print Name, Title:

Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users").

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data"), and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up,

worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law, whichever is lower, and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any applicable Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

Terms and Conditions

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the

Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY 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. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING 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, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 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. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS

Terms and Conditions

WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. To the extent allowed by law and without waiver of any warranty or defense Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other

understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Tarrant County, Texas and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Panorama Education, Inc.

Contract Category: Technology Hardware, Software and Services

Contract Number: 18/056KD-46

Contract Terms:

Initial Award Date: September 19, 2018

1st Renewal Start Date: September 19, 2019

2nd Renewal Start Date: September 19, 2020

Current Expiration Date: September 18, 2021

Renewals Remaining: 1

CP Contract Manager:

Kristi Nichols

kristi@choicepartners.org

713-696-1337

Contract Partner: Panorama Education, Inc.

Contract Partner Web Site:

<http://www.panoramaed.com>



Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Social-Emotional Learning Collect and Analyze Data on Social-Emotional Learning, School Climate, Family Engagement and More

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Panorama Education helps districts collect and analyze data on social-emotional learning, school climate, family engagement, and more. With research-backed surveys and an early warning platform, Panorama helps educators act to improve student outcomes.

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE PROPOSED MIDDLE SCHOOL AND HIGH SCHOOL COURSE CHANGES FOR THE 2021 – 2022, 2022 – 2023, AND 2023 – 2024 SCHOOL YEARS**

BACKGROUND:

Each year, proposals for course additions and deletions are submitted to the Board of Education for consideration. Attached are the course deletions and new course proposals for the 2021 – 2022, 2022 – 2023, and 2023 – 2024 school years.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Proposed Middle School and High School Course Changes for the 2021 – 2022, 2022 – 2023, and 2023 – 2024 School Years
2. Decline to Approve Proposed Middle School and High School Course Changes for the 2021 – 2022, 2022 – 2023, and 2023 – 2024 School Years
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Proposed Middle School and High School Course Changes for the 2021 – 2022, 2022 – 2023, and 2023 – 2024 School Years

FUNDING SOURCE

Additional Details

General Fund	199-11-6321-001-309-23-229-000000.....\$15,000
	199-11-6321-019-XXX-11-135-000000.....\$150
	199-11-6399-019-XXX-11-135-000000.....\$2,490
	199-11-6399-001-XXX-22-221-000000.....\$14,792
	199-11-6119-012-XXX-22-221-000000.....\$2,400
Special Revenue	244-11-6398-001-XXX-22-721-000000.....\$34,994

COST:

\$69,826

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

See attached listing for campus locations of specific courses.

RATIONALE:

Adjustments in course offerings are necessary to accommodate changing needs of students and programs.

INFORMATION SOURCE:

Jerry Moore

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Concepts of Distribution and Logistics Technology Honors Version Dual Credit Version 2022 – 2023 School Year	1	10 - 11	Daphne Rickard	Students will gain knowledge and skills in safe application, design, and assessment of technologies used in the supply chain and logistics industries. The students will apply knowledge and skills in using standard and emerging technologies in the field of logistics. This course allows students to understand, apply, and simulate the new technologies of distribution and logistics. The Concepts of Distribution and Logistics Technology course will provide students with a broader basis for understanding the technology of managing, storing, shipping, and receiving different materials. These technologies will include data base tracking and delivering software, equipment, and services used in the field. The course will develop the students' knowledge of distribution, logistics, and the supply chain. This course is needed for the Logistics P-Tech program at Diamond Hill High.	<u>Textbooks:</u> \$2,500 <u>Supplies:</u> \$250 Total per campus - \$2,750 Funded by CTE Taught by TCC instructor
Paid Computer Technician Practicum Unpaid Computer Technician Practicum Honors Version 2023 - 2024 School Year	3	11 - 12	Daphne Rickard	In the Extended Computer Technician Practicum, students will gain knowledge and skills in computer technologies, including advanced knowledge of electrical and electronic theory, computer principles, and components related to the installation, diagnosis, service, and repair of computer-based technology systems. Students will reinforce, apply, and transfer their knowledge and skills to a variety of settings and problems. Proper use of analytical skills and application of IT concepts and standards are essential to prepare students for success in a technology-driven society. Critical thinking, IT experience, and product development may be conducted in a classroom setting with an instructor, with an industry mentor, or both. Level 4 course in the Computer Support and Services (Maintenance) Program of Study. Offered at South Hills, Poly, Trimble Tech, and Western Hills	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$1,200 <u>Equipment:</u> \$200 Total per campus - \$1,400 Funded by CTE Will use existing FWISD Teacher/No new Teacher needed currently

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Web Communications Honors Version Dual Credit Version 2023 – 2024 School Year	0.5 State Elective	10 – 12	Daphne Rickard	In Web Communications, students will acquire knowledge of web communications and technological operations and concepts. This is an exploratory course in web communications. The six strands include creativity and innovation; communication and collaboration; research and information fluency; critical thinking; problem solving, and decision making; digital citizenship; and technology operations and concepts. Offered at South Hills High School	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$1,200 <u>Equipment:</u> \$0 Total per campus - \$1,200 Funded by CTE Taught by TCC Instructor
Computer Aided Drafting for Architecture (Honors version) (Dual Credit version) 2023 – 2024 School Year	1	10 – 12	Daphne Rickard	Computer Aided Drafting for Architecture introduces students to the specific architectural computer aided design and drafting (CADD) software and equipment required to produce architectural working drawings and construction documents. Offered at Diamond Hill High School	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$500 <u>Equipment:</u> \$0 Total per campus - \$500 Funded by CTE Taught by TCC Instructor

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Engineering Essentials PLTW (Honors version) 2021 – 2022 School Year	1	8 - 9	Daphne Rickard	<p>The purpose of the PLTW Engineering Essentials (EES) course is to provide a multidisciplinary approach to teaching and learning foundational concepts of engineering practice, providing students opportunities to explore the breadth of engineering career opportunities and experiences, and solve engaging and challenging real-world problems. Goals and outcomes for students include developing a strategic, systematic design and inquiry processes to guide development of an effective solution to a problem. In EES, students discover that successful STEM professionals exhibit personal and professional characteristics that lend themselves to the creative, collaborative, and solution-driven nature of their professions. Students investigate engineering career fields and determine the technical literacy and career-specific knowledge and skills to support professional practice. They incorporate computational thinking, modeling, systems thinking, professional practices and communication, project management, collaboration, professionalism and ethics as critical parts of a problem-solving process that supports the ability to interpret complex, open-ended problems across disciplines.</p> <p>Offered at Carter-Riverside, Arlington Heights, South Hills, Diamond Hill, Dunbar, Eastern Hills, North Side, Poly, Paschal, Southwest, Western Hills, O.D. Wyatt, Benbrook, YMLA, and YWLA</p>	<p><u>Textbooks:</u> \$3,200</p> <p><u>Supplies:</u> \$1,012</p> <p><u>Equipment:</u> \$5,271</p> <p><u>Personnel and Training:</u> \$2,400</p> <p>Total per campus - \$11,883</p> <p>Funded by three-year grant and CTE thereafter</p> <p>Taught by FWISD Teacher/No new FTE Needed</p>

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Independent Study in Evolving Emerging Technologies (Honors Version, Dual Credit version) 2023 - 2024 School Year	1	9 – 12	Daphne Rickard	In the Independent Study in Evolving/Emerging Technologies course, through the study of evolving/emerging technologies, including technology-related terms, concepts, and data input strategies, students will communicate information in different formats and to diverse audiences using a variety of technologies. Students will learn to make informed decisions, develop and produce original work that exemplifies the standards identified by the selected profession or discipline, and publish the product in electronic media and print. Students will demonstrate efficient acquisition of information by identifying task requirements, using search strategies, and using technology to access, analyze, and evaluate the acquired information. By using technology as a tool that supports the work of individuals and groups in solving problems, students will select the technology appropriate for the task, synthesize knowledge, create solutions, and evaluate the results. The six strands include creativity and innovation; communication and collaboration; research and information fluency; critical thinking; problem solving, and decision making; digital citizenship; and technology operations and concepts. Offered at Carter-Riverside High School.	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$3,000 <u>Equipment:</u> \$0 Total per campus - \$3,000 Funded by CTE Taught by TCC Instructor
Management of Transportation Systems (Honors version, Dual Credit version) 2021 – 2022 School Year	1	10 – 11	Daphne Rickard	In Management of Transportation Systems, students will gain knowledge and skills in material handling and distribution and proper application, design and production of technology as it relates to the transportation industries. This course includes the safe operation of tractor-trailers, forklifts and related heavy equipment. This course will allow students to reinforce, apply and transfer their academic knowledge and skills to management of transportation systems and associated careers. Offered at Diamond Hill High School	<u>Textbooks:</u> \$2,500 <u>Supplies:</u> \$250 <u>Equipment:</u> \$0 Total per campus - \$2,750 Funded by CTE Taught by TCC Instructor

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Practicum in Architectural Design II (Honors version, Dual Credit version) 2023 – 2024 School Year	2	12	Daphne Rickard	Practicum in Architectural Design is an occupationally specific course designed to provide technical instruction in architectural design. Safety and career opportunities are included in addition to work ethics and architectural design study. Offered at Diamond Hill High School	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$500 <u>Equipment:</u> \$0 Total per campus - \$500 Funded by CTE Taught by TCC Instructor
Mobile Application Development (Honors version, Dual Credit version) 2022 – 2023 School Year	0.5 - 1	10 - 11	Daphne Rickard	Fosters student creativity and innovation by presenting opportunities to design, implement, and deliver meaningful projects using mobile computing devices. Students will collaborate with one another, their instructor, and various electronic communities to solve problems presented throughout the course. Through data analysis, students will identify task requirements, plan search strategies, and use software development concepts to access, analyze, and evaluate information needed to program mobile devices. By using software design knowledge and skills that support the work of individuals and groups in solving problems, students will select the technology appropriate for the task, synthesize knowledge, create solutions, and evaluate the results. Students will learn digital citizenship by researching current laws and regulations and by practicing integrity and respect. Students will gain an understanding of the principles of mobile application development through the study of development platforms, programming languages, and software design standards. The six strands include creativity and innovation; communication and collaboration; research and information fluency; critical thinking; problem solving, and decision making; digital citizenship; and technology operations and concepts.	<u>Textbooks:</u> \$3,000 <u>Supplies:</u> \$280 <u>Equipment:</u> \$8,000 Total per campus - \$11,280 Funded by CTE Taught by TCC Instructor

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Entrepreneurship II AB (Honors version) 2022 – 2023 School Year	1	11 - 12	Daphne Rickard	The purpose of the course is to prepare students with the knowledge and skills needed to become a successful entrepreneur within an innovative marketplace. The goal and outcome of the course is for students to have their business launched by the end of the course or have the tools necessary to launch and operate their business. Students are encouraged to work in close cooperation with local industry leaders, community members, and educators to develop ideas and objectives, complete a business model canvas, pitch to potential investors, register with governmental agencies, develop their brand identity, and participate in local chamber of commerce meetings and events. The recommended participants are students in the CTE Entrepreneurship program of study, students in grades 11-12, and those interested in starting a business. Offered at all campuses	<u>Textbooks:</u> \$2,800 <u>Supplies:</u> \$6,000 <u>Equipment:</u> \$5,000 Total per campus - \$13,800 Funded by CTE Taught by FWISD teacher/No New FTE needed
Unpaid Practicum in Entrepreneurship 2023 – 2024 School Year	2	12	Daphne Rickard	Practicum in Entrepreneurship is designed to give students supervised practical application of previously studied knowledge and skills. Practicum experiences occur in a paid or unpaid arrangement and a variety of locations appropriate to the nature and level of experience. Students implement personal and interpersonal skills to strengthen individual performance in the workplace and in society and to make a successful transition to the workforce or postsecondary education. Students apply technical skills to address business applications of emerging technologies. Students develop a foundation in the economic, financial, technological, international, social, and ethical aspects of business to become competent consumers, employees, and entrepreneurs. Offered at all campuses	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$200 <u>Equipment:</u> \$0 Total per campus - \$200 Funded by CTE Taught by FWISD Teacher/No New FTE Needed

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Paid Practicum in Entrepreneurship 2023 – 2024 School Year	3	12	Daphne Rickard	Practicum in Entrepreneurship is designed to give students supervised practical application of previously studied knowledge and skills. Practicum experiences occur in a paid or unpaid arrangement and a variety of locations appropriate to the nature and level of experience. Students implement personal and interpersonal skills to strengthen individual performance in the workplace and in society and to make a successful transition to the workforce or postsecondary education. Students apply technical skills to address business applications of emerging technologies. Students develop a foundation in the economic, financial, technological, international, social, and ethical aspects of business to become competent consumers, employees, and entrepreneurs. Offered at all campuses	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$200 <u>Equipment:</u> \$0 Total per campus - \$200 Funded by CTE Taught by FWISD Teacher; No New FTE Needed
Occupational Safety & Environmental Technology I (Honors version) 2021 – 2022 School Year	1	9 – 12	Daphne Rickard	During Occupational Safety & Environmental Technology (OSET) I, students will investigate the field of Occupational Safety and Health Administration and Environmental Technology, which is charged with the tasks of ensuring that business and industry provide a safe workplace, free from hazards and bringing about a reduction in the occurrence of job related injuries and fatalities. Students will use safety resources and discover procedures for collaborating with business and industry regarding ways to increase employee safety and health, reduce workers' compensation insurance costs and medical expenses, decrease payout for return-to-work programs, reduce faulty products, and lower costs for job accommodations for injured workers. Offered at Dunbar High School	<u>Textbooks:</u> \$2,523 <u>Supplies:</u> \$200 <u>Equipment:</u> \$0 Total per campus - \$2,723 Funded by CTE Taught by FWISD Teacher/No New FTE Needed

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Honors Thermodynamics 2021 – 2022 School Year	0.5	10 - 12	Shannon Hernandez	<p>The Thermodynamics class is designed as a relatively comprehensive overview of the field of classical thermodynamics with some statistical mechanics injected toward the end of the semester to tie in with more modern approaches. The class begins with a discussion of what thermodynamics includes, the meaning of certain important terms and approaches. The idea of temperature and temperature scales, methods of heat transfer, and the various types of thermodynamic processes are discussed. The various laws of thermodynamics are covered, (zeroth, first, second, third) building on knowledge and practical applications of each law as it's introduced to the student. During the units, simple laboratory experiments will be utilized to solidify conceptual knowledge.</p> <p>Course offered by A2I program and offered to all district students who meet prerequisites</p>	<p><u>Textbooks:</u> \$150 (\$10 each)</p> <p><u>Supplies:</u> \$0</p> <p><u>Equipment:</u> \$2,490</p> <p>Total per campus - \$2,640</p> <p>Funded by Math Department</p> <p>No New FTE Needed</p>
Orientation and Mobility 2022 – 2023 School Year	1	9 – 12	Dianne Hawkins	<p>The Orientation and Mobility for Students with Visual Impairments courses will focus on skills and strategies that will enhance essential travel skills. These travel skills will enable students with visual impairments and blindness to access all of the educational environments in which they will be involved. The courses will focus on travel in the following domains:</p> <ul style="list-style-type: none"> • Home/Living Environment which includes directionality, positional concepts, and using landmarks and clues for travel within the school environment • Campus Environment which includes cane techniques, on-campus orientation and mobility, cardinal directions and low vision devices • Residential Environment which includes vehicle familiarization, residential area travel, address systems and travel within rural areas as necessary • Commercial Environment which includes commercial area travel, and commercial street crossings to access community experiences • Public Transportation which includes skills necessary to travel on public transportation such as buses, taxicabs and rail systems. <p>Available to all high school campuses</p>	<p><u>Textbooks:</u> \$0</p> <p><u>Supplies:</u> \$5,000</p> <p><u>Equipment:</u> \$0</p> <p>Total per campus - \$5,000</p> <p>Funded by Special Education Department</p> <p>Taught by Existing teacher/No New FTE Needed</p>

NEW COURSE REQUESTS FOR THE 2021 – 2022, 2022 – 2023, and 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Navigating Life with Hearing Loss 2022 - 2023 School Year	1.0	9 - 12	Dianne Hawkins	The purpose of this innovative course is to provide the necessary information, resources, and opportunities that will empower students who are deaf or hard of hearing to effectively apply information and skills learned in educational, home, and community settings in order to facilitate achievement in secondary and postsecondary environments. Available to all high school campuses	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$5,000 <u>Equipment:</u> \$0 Total per campus - \$5,000 Funded by Special Education Department Taught by Existing teacher/No New FTE Needed
Braille Reading and Writing 2022 – 2023 School Year	1.0	9 - 12	Dianne Hawkins	This innovative course will provide instruction in pre-braille skills, tactual discrimination, the reading and writing of the braille code, and the development of efficient braille reading including fluency and comprehension. The braille reading and writing course will emphasize the conventions and mechanics of braille. It will, therefore, facilitate and support tasks completed in all subject areas and work environments. This curriculum for this course, Braille Fundamentals, has been updated to be compliant with the newly adopted braille code – Unified English Braille (UEB). This includes the elimination of nine braille contractions, and changes in several punctuation marks. The updated curriculum will reflect the eliminations and other changes in each cluster in which they are taught Available to all high school campuses	<u>Textbooks:</u> \$0 <u>Supplies:</u> \$5,000 <u>Equipment:</u> \$0 Total per campus - \$5,000 Funded by Special Education Department Taught by Existing teacher/No New FTE Needed

COURSE DELETION REQUESTS FOR THE 2021 – 2022 SCHOOL YEARS

COURSE NAME	CREDIT	GRADE PLACEMENT	CONTACT PERSON	JUSTIFICATION
Reading III – 3945 AB/3945 T Sheltered Reading III – 3946AB/3966AB	1	11 - 12	Darnisha Carreathers	These courses are locally offered and are not required for graduation. Students previously identified to enroll in Reading III will receive additional instructional support in English III and will be able to enroll in an elective course of their choice for the 2021-22 school year.
Art, Level IV, Digital Art and Media III AB – 1072 AB Honors Art Level IV, Digital Art and Media III ABH – 1074 ABH	1	11 - 12	Tiffany Frohm	These courses have been phased out over the last three years to eliminate equity disparities across the district. When the offerings were evaluated, the courses were only offered at two high schools. Adding the courses to all other high school in the district is not feasible.
Art, Level IV, Printmaking III AB – 1088 AB Honors Art, Level IV, Printmaking III ABH – 1090 ABH	1	11 - 12	Tiffany Frohm	These courses have been phased out over the last three years to eliminate equity disparities across the district. When the offerings were evaluated, the courses were only offered at two high schools. Adding the courses to all other high school in the district is not feasible.

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE EXTENSION OF A DATA GOVERNANCE TOOL AND ANALYSIS SOFTWARE

BACKGROUND:

The Fort Worth ISD Board of Education (BOE) originally approved the purchase of the data governance analysis software from a service provider on April 25, 2017, for the 2017-2018 school year. Contract extensions were approved for 2018-2019, 2019-2020, and 2020-2021 school years. Additional features to the software were approved on October 20, 2020, to efficiently facilitate the District’s COVID-19 response protocols. This software has proven to be essential in developing greater capacity and robustness around user controls, centralized governance, survey development, administration, data analysis, and on-line reporting. Based upon the value-added components of this software to the District, administration is requesting a contract extension for 2021-2022 and 2022-2023 school years.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Extension of a Data Governance Tool and Analysis Software
2. Decline to Approve Extension of a Data Governance Tool and Analysis Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Extension of a Data Governance Tool and Analysis Software

FUNDING SOURCE

Additional Details

Internal Service Fund

773-31-6299-ORE-999-99-212-000000

COST:

\$357,000

VENDOR:

Qualtrics, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-036

Number of Bids/Proposals Received: 3

HUB Firms: 0

Compliant Bids: 3

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

The type of data that is provided is used to make program decisions, monitor outcomes, comply with regulations, and highlight successes. Adhering to stakeholders' growing need and to be more responsive to numerous data collection types, it is imperative to identify a data governance platform that allows for greater capacity to customize, distribute, collect, and analyze across all data collection processes.

INFORMATION SOURCE:

Michael Ball

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

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

BACKGROUND:

Infobase’s subject-specific curriculum-based reference databases include: articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: *African-American History, American History, American Indian History, Ancient and Medieval History, Bloom’s Literature, Curriculum Resource Center, Ferguson’s Career Guidance Center, Health Reference Center, History Research Center, Modern World History, Science Online, and World Geography & Culture Online.*

Infobase’s *Classroom Video On Demand* and *The World Almanac for Kids* databases have been purchased separately in the past, but are now consolidated into the annual subscription renewal package.

The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services’ websites, and *ClassLink*, the District’s single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. Funds have been budgeted for the 2021-2022 school year. This contract period begins on July 1, 2021 and expires on June 30, 2022.

STRATEGIC GOAL:

Relates to Strategic Goal 1: Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal of Subscription to Online Information Databases

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$89,093.57

VENDOR:

Infobase Learning

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 Buyboard Contract 573-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Fort Worth ISD campuses and departments have online access to the databases.

RATIONALE:

Database user activity for a twelve-month period reports that 9,715 database searches were conducted and 12,551 database records were viewed. Monthly user activity for individual databases is available online:

https://docs.google.com/spreadsheets/d/1SpnSrYnugEFR_Gxr4LZJ60jJgb9gDu7Tz4EgiS0oAss/edit?usp=sharing

INFORMATION SOURCE:

Jerry Moore



Subscription Renewal Price Quote

June 23, 2021

Customer #: 101246

**Fort Worth Independent School District
Library Media Services
3150 McCart Avenue
Fort Worth TX 76110**

Dear Subscriber:

It is time to renew! I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal.

PRODUCT INFORMATION

PRODUCT	CURRENT EXPIRATION	RENEWAL TERM	RENEWAL PRICE	TYPE
African-American History	July 31, 2021	12 months	\$4,749.14	Renewal
American History	July 31, 2021	12 months	\$9,498.28	Renewal
American Indian History	July 31, 2021	12 months	\$4,749.14	Renewal
Ancient and Medieval History	July 31, 2021	12 months	\$4,749.14	Renewal
Bloom's Literature	July 31, 2021	12 months	\$4,749.14	Renewal
Curriculum Resource Center	July 31, 2021	12 months	\$4,749.14	Renewal
Ferguson's Career Guidance Center	July 31, 2021	12 months	\$4,749.14	Renewal
Health Reference Center	July 31, 2021	12 months	\$4,749.14	Renewal
Modern World History	July 31, 2021	12 months	\$4,749.14	Renewal
Science Online	July 31, 2021	12 months	\$4,749.14	Renewal
The World Almanac for Kids	July 31, 2021	12 months	\$11,071.26	Renewal
The World Almanac for Kids Elementary	July 31, 2021	12 months	\$8,281.33	Renewal
World Geography and Culture Online	July 31, 2021	12 months	\$4,749.14	Renewal
Classroom Video On Demand: Master Collection	July 31, 2021	12 months	\$12,751.30	Renewal

TOTAL COST: \$89,093.57

This notification is a Renewal Price Quote only, not an invoice. Please fill out the form below or contact your Sales Representative or Customer Service to confirm your renewal.

*NOTE: The total cost shown has been determined by the combination of products included in this proposal. Should any of selections change, renewal prices may change and a new price quote will be needed.

RENEW NOW

If you would like to renew NOW, please reply to this email or print and fill out the Renewal Form below and fax it to us at 212-313-9456. Thank you.

RENEWAL FORM

YES, please renew my subscription(s) to the services listed above.

Purchase Order No.:

(if required)

Payment made by: My institution My district office

Bill date: Now or Specify date]

Full name:

Signature:

Institution:

Today's Date:

CONTACT US

Steve Kindel
National Accounts Manager
Streaming Media, Online Reference Databases &
eBooks
e: skindel@infobaselearning.com
p: 888.367.6368 x-6059
c: 949.241.9287
f: 1-212-313-9443

Infobase Learning
Films Media Group | Facts On File Online | Learn360
132 West 31st Street, 17th floor
New York, NY 10001

Customer Service and Billing
Mon–Fri. 9:00 a.m. to 5:00 p.m. (EST)
P: 1-800-322-8755, Option 1
F: 1-800-678-3633
custserv@infobaselearning.com

You are receiving this email from Infobase because you are one of our database/eBook/streaming video subscribers. To ensure the delivery of Infobase emails to your inbox, please add support@infobaselearning.com to your Contacts or Address Book.

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: **APPROVE RENEWAL OF SUPPORT AND MAINTENANCE FOR
NETWORK SECURITY EQUIPMENT****

BACKGROUND:

Security infrastructure is implemented at both District data centers to provide load balancing, domain name resolution, and secure remote connections. This equipment increases the potential availability to recover from unexpected events in the shortest time possible by switching active services between data centers to allow repair and maintenance without impacting services.

The extended service agreement provides technical support for this hardware for planned maintenance, software upgrades, and assistance for resolving any issues. This request for renewal of the support includes all four network security appliances.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Support and Maintenance for Network Security Equipment
2. Decline to Approve Renewal of Support and Maintenance for Network Security Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Support and Maintenance for Network Security Equipment

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$53,852.80

VENDOR:

NetSync

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Contract #DIR-CPO-4430. 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:

Ensuring the District has high availability between two geographically diverse data centers will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Marlon Shears

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ334953-02

Quote #:	AAAQ334953-02
Date:	07/01/2021
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District mcdeny.mojica@fwisd.org 817.814.3031	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	F5-SVC-BIG-PRE-L1-3	F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24)	1	13,463.20	13,463.20
2.0	F5-SVC-BIG-PRE-L1-3	F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24)	1	13,463.20	13,463.20
3.0	F5-SVC-BIG-PRE-L1-3	F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24)	1	13,463.20	13,463.20
4.0	F5-SVC-BIG-PRE-L1-3	F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24)	1	13,463.20	13,463.20

Notes: 220034547-117255-01

Appliance Serials:

f5-bmhc-brab
f5-gdnp-hgnx
f5-qall-omvt
f5-ypyw-ghyq

Netsync DIR-CPO-4430|DIR-CPO-4430

Total	53,852.80
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	53,852.80

Texas Department of Information Resources

CPO- 4430

Can't find what you're looking for?



Home / All Contracts & Services / Contract Detail

Netsync Network Solutions, Inc.

Vendor ID

1320030329800

URL

[Vendor Website](#)

HUB Type

Hispanic/Female

E-Rate Qualified

DIR Contract Number

DIR-CPO-4430

Contract Term End Date

7/10/2022

Contract Exp Date

7/10/2024

Contact Netsync Network Solutions, Inc.**Contact**

[Kristi Matsunaga](#)

Phone

(469) 557-2869

Fax

(713) 664-9964

Contact DIR**Contact**

[Nicole Simpson](#)

Phone

(512) 475-4971

Fax

(512) 475-4759

Contract Overview

Netsync Network Solutions, Inc. offers Data Storage, Data Communication & Networking equipment and related services through this contract. This contract offers various data storage and networking product brands. Available brands are listed. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available on this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 7/10/2022.

Contract Documents

- [DIR-CPO-4430 Contract PDF \(150.95KB\)](#)
- [DIR-CPO-4430 Appendix A Standard Terms and Conditions PDF \(430.65KB\)](#)
- [DIR-CPO-4430 Appendix B HUB Subcontracting Plan PDF \(1.15MB\)](#)

- [DIR-CPO-4430 Appendix C Pricing Index PDF \(95.31KB\)](#)
- [DIR-CPO-4430 RFO DIR-TSO-TMP-422 PDF \(4.27MB\)](#)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.

How To Order

1. For product and pricing information, visit the [Netsync Network Solutions, Inc.](#) website or contact [Kristi Matsunaga](#) at (469) 557-2869
2. Generate a purchase order made payable to Netsync Network Solutions, Inc. and you must reference the DIR Contract Number **DIR-CPO-4430** on your purchase order.

Show more

Available Brands (39 total)

2Ring
AccelTex
Acer
Addon Technologies

Show more

Available Products & Services (3 total)

Data Storage
Networking Products and Services
Technical Services

Show more

Commodity Codes (21 total)

204-13 - Cables: Printer, Disk, Network, etc.
204-35 - Drives, Hard/Fixed Disk
204-37 - Drives, Tape
204-64 - Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices,

Show more

[Calendar](#)

[Careers](#)

[About DIR](#)

[News](#)

[Cybersecurity
Council](#)

Hot Topics
[See Hot Topics](#)

DIR News
[See DIR News](#)

Feedback

Back to Top

[Home](#)
[About DIR](#)
[Contact Us](#)
[News](#)
[Career Opportunities](#)

[Calendar](#)
[Site Policies](#)
[Privacy & Security Policy](#)
[Ethics Policy](#)
[SAO Fraud Reporting](#)
[Homeland Security](#)
[Veterans Portal](#)
[Texas.gov](#)

[Capitol Complex Directory](#)
[Statewide Search](#)
[Sponsored Sites](#)
[Document Library](#)
[Information Security1300](#)
[Data Center](#)
[Telecom](#)
[FAQs](#)

© 2019 Texas
**Department of
Information Resources**
300 W. 15th Street, Suite

Austin, TX 78701 | 512.475.4700

Follow Texas DIR on Twitter

[View on Map](#)

CONSENT AGENDA ITEM

BOARD MEETING

July 27, 2021

TOPIC: 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

BACKGROUND:

Fort Worth ISD (FWISD) currently uses Blackboard, Inc. (formerly ParentLink) to provide telephone, text, email, and mobile application messages for emergency communications, daily attendance, and general announcements. This system is used at both the campus and District levels.

The Teacher Communications tool is a notification system similar to Mass Notifications, but designed specifically for teachers. This system allows teachers to send regular or pre-made messages via email, text/short message services (SMS) messages, and if enabled by the District, direct phone messages to students and parents. These messages are categorized into teacher-specific categories and may be targeted to select students based on the message subject. Teachers may also create their own messages.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-001-999-99-104-000000

COST:

\$376,015.41

VENDOR:

Blackboard 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/TAPS Contract 181204 and 190701. 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:

The Blackboard, Inc. services support and strengthen the District’s work in enhancing family and community engagement through timely and relevant communication with students, families, staff, and members of the community. Blackboard, Inc. services help the District reach these stakeholders via multiple platforms including, but not limited to, the District’s message system, campus message systems, emergency notification system, and the FWISD mobile app. These are proven strategies – the FWISD District app has been downloaded more than 89,000 times and continues to be a necessary and vital tool for engagement.

Approval of the 2020 renewal term period #2 will allow FWISD to provide vital information to our stakeholders through the District and campus websites in a mobile-ready, user-friendly, and dynamic manner. The FWISD website is an important source of information for students, staff, and the community with more than 20 million pageviews each year and provides important news and information for all District stakeholders.

INFORMATION SOURCE:

Barbara Griffith

VOID IF EXECUTED AFTER: August 09, 2020
CUSTOMER: Fort Worth ISD

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fort Worth ISD** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located in the Order Form signed on June 12, 2019 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the ~~Blackboard Master Agreement~~. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	2020 Renewal Term Period #1 Fees (USD) 01-Jul-2020-30-Jun-2021	2020 Renewal Term Period #2 Fees (USD) 01-Jul-2021 -- 30-Jun-2022	2020 Renewal Term Period #3 Fees (USD) 01-Jul-2022 -- 30-Jun-2023	2020 Renewal Term Period #4 Fees (USD) 01-Jul-2023 -- 30-Jun-2024
81390	BC-MN-TAPP	TEACHER COMMUNICATION	\$71,824.07	\$71,824.07	\$71,824.07	\$71,824.07
81390	BC-MN	BLACKBOARD MASS NOTIFICATIONS	\$91,145.65	\$91,145.65	\$91,145.65	\$91,145.65
134	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users	\$120,925.04	\$120,925.04	\$120,925.04	\$120,925.04
81390	MCA-APPI	BLACKBOARD MOBILE COMMUNICATIONS APP INTEGRATED	\$91,145.65	\$91,145.65	\$91,145.65	\$91,145.65
1	WCM-CRT-TP-MNT	CREATIVE: TEMPLATE REGULATORY MAINTENANCE	\$975.00	\$975.00	\$975.00	\$975.00
Total			\$376,015.41	\$376,015.41	\$376,015.41	\$376,015.41

B. Terms

1. The 2020 Renewal Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Upon conclusion of the 2020 Renewal Term, this Order Form shall terminate.
3. Effective Date: July 01, 2020

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Sales Approved: Genadiy Khadzhi

Initial: 

Customer: Fort Worth ISD

Blackboard Inc.

Signature:

Signature:



Name:

Name: Bill Jones

Barbara Griffith

Title:

Title: Deputy General Counsel

Senior Communications Officer

Date:

Date: June 25, 2020

07/01/2020

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number:

PO Amount:

Attach PO (Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

- 1. Name:
- 2. Name:
- 3. Name:

- Email:
- Email:
- Email:



Kent P. Scribner, PhD.
FWISD Superintendent

The Interlocal Purchasing System

Purchasing Made Personal



Printed 8 July 2020

www.blackboard.com

BLACKBOARD INC

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	3815 River Crossing Parkway,	NAME Meredith Barton
CITY	Indianapolis	PHONE (866) 839-8477
STATE	IN	FAX (866) 839-8472
ZIP	46240	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No HUB No

SERVING STATES

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

Overview

Blackboard® Inc. is fully incorporated and has been in business for 22 years. Formed in 1997 with the vision of transforming the Internet into a powerful environment for the educational experience, Blackboard quickly became the leading provider of e-Education systems and services. Blackboard's roots originate with its first teaching and learning software platform, CourseInfo, which was created within the education community. Today, Blackboard is the world's leading education technology company: we are reimagining education by challenging conventional thinking and advancing new learning models. We rapidly deploy relevant and meaningful technologies and services to meet the needs of modern-day learners and the institutions that serve them, driving success and growth for both. In partnership with higher education, K-12, corporate organizations, and government agencies around the world, we help every learner achieve his or her full potential. Over the past decade, Blackboard has grown from less than \$100M in annual revenue to more than \$643M in annual revenue in 2015. During this time, Blackboard has continued to consistently generate positive operating cash flows and has remained profitable as measured and reported to creditors and investors. Blackboard has grown through both acquisition and organic growth. Blackboard is the market leader in ten different product categories in higher education in North America. Globally, Blackboard supports more than 19,000 customers in 100 countries, including 1,900 international institutions. Blackboard estimates 30 million individual users for all Blackboard products and services. Blackboard has approximately 2,750 employees worldwide, and is headquartered in Washington, D.C., with offices in North America, Europe, Asia, and Australia. Based on the Top 50 Times Higher Education Reputation Ranking in 2014, 80 percent of the world's top academic institutions work with us. Our solutions and services are used by one in three U.S. school districts, including 70 of the largest 100 districts, and we serve more than 20 million K-12 students. We support and work with 92 percent of the Nation's top online bachelor degree programs.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
181204	Notification Systems	02/28/2022	See EDGAR Certification Doc.
190701	Web Hosting, Services or Content Management	09/30/2022	CFV

CONTACTS BY CONTRACTS

181204

Tara Rollins	Sales Assistant	(202) 774-2864	tara.rollins@blackboard.com
Molly Richardson	K-12 Customer	(919) 573-4872	Molly.Richardson@blackboard.com

190701

Lindsey Fishback	Regional Vice	(814) 272-7348	Lindsey.Fishback@blackboard.com
Tara Rollins	Sales Specialist	(202) 774-2864	Tara.Rollins@blackboard.com

CONSENT AGENDA ITEM

BOARD MEETING

July 27, 2021

**TOPIC: APPROVE RENEWAL OF THE TRAINING MANAGEMENT SYSTEM
FOR DISTRICT-WIDE COMPLIANCE TRAINING AND
PROFESSIONAL LEARNING**

BACKGROUND:

This District-wide training management system provides an online platform of self-paced courses for required compliance training for all District personnel. The training management includes access to a comprehensive library of evidence-based courses on important topics in one (1) convenient online system, such as the Exceptional Child Library and the School Bus Driver Safety Library. The platform provides the District flexibility to build courses and custom groups to support the assignment of training to staff, making it an effective way to administer regulatory compliance and professional learning. The performance period of this renewal is for (1) one-year and begins August 31, 2021.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve Renewal of the Training Management System for District-Wide Compliance Training and Professional Learning
2. Decline to Approve Renewal of the Training Management System for District-Wide Compliance Training and Professional Learning
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-53-6399-001-999-99-346-000000

COST:

\$61,183.76

VENDOR:

SafeSchools/Vector Solutions

PURCHASING MECHANISM

Interlocal Agreement

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

This training is an easy and cost-effective way to administer and track compliance for professional learning.

INFORMATION SOURCE:

Marlon Shears



K-12 SAFETY & PROFESSIONAL GROWTH SOLUTIONS

Proposal for

Fort Worth Independent School District

Prepared by:

John-Michael Larry / Account Management and Team Lead

2135 Dana Ave., Suite 300

Cincinnati, OH 45207

Ph: 800.434.0154 / Fax: 513.366.4074

Pricing/Schedule A

Date: June 28, 2021

Client Information

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

Term

Effective Date: 08/31/2021	Initial Term (months): 12.0
--------------------------------------	---------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Aracely Chavez			
Billing Address: 100 N University Dr Fort Worth, Texas 76107-3010		Billing Phone: (817) 814-3318	
Billing Email: aracely.chavez@fwisd.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
SafeSchools Online Staff Training System - Annual Subscription	1.0	-\$3,485.80	-\$3,485.80
School Bus Safety Companys Driver Safety Bundle (SBSC50) - Annual Subscription	1.0	\$5,299.20	\$5,299.20
		*Total:	\$61,183.76

Product	Quantity	Price	Sub Total
Exceptional Child Course Library - Add-On Content in SafeSchools Training - Annual Subscription	1.0	\$18,188.36	\$18,188.36
SafeSchools Online Staff Training System - Annual Subscription	11800.0	\$3.49	\$41,182.00
		*Total:	\$61,183.76

***Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

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

Confidential and Proprietary



2105-13

Scenario Learning DBA Vector Solutions Supplier Response

Event Information

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

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

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

Contact Information

Contact: Teresa Hilario
Address: Purchasing

154

350 Keller Parkway
Keller, TX 76248

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

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE PROFESSIONAL SERVICES CONTRACT WITH THE
ACADEMY FOR URBAN SCHOOL LEADERSHIP TO SUPPORT
SCHOOL DESIGN, PLANNING AND IMPLEMENTATION 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 through an intentional design process throughout the 2021-2022 school year with a full restart on track for August 2022. While there will be some initial changes that will be implemented for the start of the 2021-2022 school year, the intention is to leverage a partnership with the Academy for Urban School Leadership to facilitate a year long design process to support a focused, community-driven school design that fits the needs of the respective Leonard and Morningside Middle School communities. The Middle School Leadership Academy model will ultimately be co-created by school stakeholders through this design process. The model that this design process will eventually yield will be the foundation for the realization of the transition to an ACE model campus to commence at the start of the 2022-2023 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue	289-XX-6299-001-061-24-416-000000-22F16.....	\$49,650
	289-XX-6299-001-054-24-416-000000-22F17.....	\$49,650

COST:

Not-to-Exceed - \$99,300

VENDOR:

Academy for Urban School Leadership

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

Leonard Middle School
Morningside Middle School

RATIONALE:

Leonard Middle School and Morningside Middle Schools are both improvement-required campuses. Our intention is to roll out a modified application of the Accelerating Campus Excellence initiative as an approved school improvement strategy by the Texas Education Agency (TEA) to both Leonard and Morningside Middle Schools. By incorporating meaningful input from each school’s respective community, the resulting school model will provide for a vibrant, targeted, and relevant learning experience for students.

INFORMATION SOURCE:

David Saenz

ACADEMY FOR URBAN SCHOOL LEADERSHIP
AUSL and Fort Worth ISD AGREEMENT

Services to be Performed For:

Fort Worth ISD
Attention: David Saenz
Email: david.saenz@fwisd.org

Services to be Performed By:

Academy for Urban School Leadership (“AUSL”)
3400 N. Austin
Chicago, IL 60634
312.720.8549
Attention: Martin Green
Email: mgreen@auslchicago.org

1. Engagement.

(a) This Master Vendor Agreement (together with all exhibits, schedules, and addenda entered into by the Parties hereto, the “Agreement”) is entered into as of the Effective Date by and between AUSL and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Fort Worth, Tarrant County, Texas (hereinafter “Client”). AUSL and Client may be referred to individually as a “Party” or collectively as the “Parties.” This Agreement sets forth the standard terms and conditions whereby AUSL shall provide the services (the “Services”), in each case as negotiated between AUSL and the Client and set forth in the purchase order(s), statement(s) of work, and/or scope(s) of work (each, a “SOW”) issued under this Agreement and attached hereto as an addendum, each of which are hereby incorporated herein. Any changes to these standard terms and conditions must be submitted in writing and executed by both Parties.

(b) AUSL will issue a SOW to Client at such times AUSL provides specific Services to Client. Each SOW will set forth, as applicable, the description of the Services and the pricing and payment terms, the performance period, the scope, and any other matters as agreed to by the Parties with respect to the Services. AUSL shall not provide any Services without a corresponding SOW provided by an authorized AUSL representative. AUSL shall not provide any services without client’s prior written acceptance of said SOW.

(c) This Agreement and the applicable SOW(s) constitutes AUSL’s offer, and Client’s acceptance is limited to the acceptance of the express terms and conditions stated herein. If Client has made a prior written offer, AUSL’s acceptance of such offer is expressly conditioned on Client’s assent to all of the additional or different terms and conditions stated herein. If there is a conflict between the terms of this Agreement and any response submitted by AUSL in response to a Request for Proposals/Qualifications (“RFP” or “RFQ”), the terms of the response to the RFP or RFQ will control. Client’s acceptance of AUSL’s offer will be evidenced by the execution of this Agreement by a Board authorized representative. Each SOW shall be subject to all of the terms and conditions of this Agreement and shall be deemed a part of this Agreement. If the terms of any SOW conflict with this agreement, the terms of this Agreement shall govern.

(d) Client reserves the right, at any time prior to the completion of the Services, to request changes to the SOW upon giving 30 days advance written notice to AUSL. If any such change results in changes to the delivery time, time of performance or the costs of the Services, AUSL shall promptly notify Client and the Parties will negotiate an equitable adjustment to the affected SOW to accommodate such changes. Any such changes must be authorized in writing in advance by both Parties.

(e) In the event of a request for a change in Services, Client agrees to pay for all Services performed through the effective date of the agreed upon change and in accordance with the payment terms of this Agreement, in addition to the Services and pricing determined and agreed to in writing in the revised SOW.

2. Term.

(a) This Agreement shall commence on the execution date of this contract (the “Start Date”) and, unless earlier terminated as provided herein, canceled, or extended, shall continue until June 30, 2022 (such period, the “Term”).

(b) Notwithstanding any termination of the Agreement, unless otherwise agreed to by the parties hereto, any SOW which by its terms extends beyond the termination of this Agreement shall survive for the term of such SOW under the terms and conditions contained herein as if the Agreement was still in full force and effect.

3. Pricing; Payment.

(a) The Services shall be provided according to the prices terms set forth in the applicable SOW. Client shall provide an approved purchase order for the Services and at the price in accordance with the SOW and in compliance with the applicable Client procurement policies. AUSL shall promptly deliver invoices to Client for the Services provided by AUSL. Payment shall be made to AUSL within thirty (30) days from receipt of such invoice (unless otherwise provided in the applicable SOW).

(b) In the event of a payment dispute AUSL shall at its option, continue to perform under this Agreement, provided that Client shall continue to pay all undisputed amounts hereunder as they become due. AUSL shall maintain all accounting records related to this Agreement and the Services for a period of one (1) year from the date of expiration or termination of the applicable SOW.

4. Subcontractors.

AUSL shall not subcontract nor permit any portion of Provider’s obligations hereunder without the prior written consent of Client. In the event Client consents to AUSL’s use of any subcontractor, such consent shall not relieve AUSL of its obligations under this Agreement. AUSL shall cause any such subcontractor (including any such subcontractor’s employees, officers, agents, or subcontractors) to agree, in writing, to comply with the terms and conditions set forth in this Agreement before such subcontractor commences any work related to the Services.

5. Representations and Warranties; Remedies.

(a) AUSL represents that: (i) AUSL is familiar with Client’s objectives, (ii) AUSL is legally authorized to enter into this Agreement and any SOW hereunder and to perform Client’s obligations hereunder and thereunder, (iii) to the extent AUSL provides any Services hereunder, AUSL possesses the expertise and resources necessary to perform the Services, and (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of AUSL.

(b) With respect to any Services provided hereunder, AUSL warrants that the Services and any corrective action provided by AUSL and/or its subcontractors shall be performed by qualified and competent personnel and shall conform to any specifications set forth in the applicable SOW and the standards and quality generally recognized throughout the industry in which Provider conducts his, her or its business. AUSL MAKES NO REPRESENTATION, AND DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(c) Client represents it has followed Federal, State and Local applicable procurement policies including, but not limited to approval requirements necessary in order to enter into this agreement; and none of the policies, including approval requirements, prohibit Client from fulfilling the Client obligations under this Agreement, including, but not limited to providing payment for services rendered within the payment terms.

6. Indemnification.

(a) [Reserved]

(b) AUSL agrees and acknowledges that AUSL shall defend, indemnify, and hold Client and its officers, directors, employees, agents, and representatives (collectively, “Client Indemnified Parties”) harmless from and against all Losses incurred or suffered by such Client Indemnified Parties arising out of or in connection with any Claim based upon or arising out of (i) the gross negligence or willful misconduct of AUSL or (ii) AUSL’s breach of this Agreement.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS, THE SERVICES OR THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. Ownership of Documents.

(a) AUSL shall own all right, title, and interest, including all intellectual property rights of any sort, relating to any and all reports or other written, recorded, photographic or visual materials produced by AUSL in connection with, or within the scope of, any Services provided hereunder (collectively “Work Product”). Such rights, however, shall not include any computer programs, processes or any of Client’s pre-existing intellectual property or know-how developed before the commencement of the Services hereunder or not created by AUSL pursuant to a SOW, the rights, title, and ownership of which shall remain with Client. All such Work Product shall be work made for hire to the extent allowed by law and, in addition, to the extent any Work Product or portion thereof is not considered a work made for hire, AUSL hereby assigns all right, title and interest in, to and under such Work Product to AUSL without requirement of further action or further compensation therefor.

(b) AUSL grants to the Client a fully paid up, global, perpetual, irrevocable, non-exclusive license to: (i) use, reproduce, modify, distribute, perform, and display Work Product; and (ii) to produce derivative works of and from Work Product (“Derivative Work”) and to reproduce such Derivative Work, and make, use, reproduce, distribute, perform and display such Derivative Work and derivative works therefrom and reproductions thereof.

(c) In accordance with any state and federal laws and Client policy with respect to student privacy, Client agrees to share the information and/or data relevant to the Work Product results with AUSL.

8. Confidentiality.

- (a) In addition to any requirements imposed under this Agreement, and any other agreement entered into by the Parties, Client agrees and acknowledges that Client shall, and shall cause all of Client's employees, officers, agents and subcontractors to, guard and keep confidential all non-public information of, concerning or related to AUSL, including, but not limited to, the Services provided under this Agreement, the business, affairs and operations of AUSL, and the employees, students, consultants, directors and agents of AUSL and family members of any such person (including, but not limited to, the names, addresses, phone numbers, email addresses, financial information, grades, test scores, social security numbers or images of any such person) ("Confidential Information"). Client further agrees that Client shall not, and shall cause all of Client's employees, officers, agents and subcontractors not to (i) disclose any Confidential Information to any third party without AUSL's prior written consent or (ii) use any Confidential Information for any purpose except as required in the performance of this Agreement. Client shall immediately notify AUSL upon gaining knowledge of any disclosure, loss or use of any Confidential Information in violation of this Agreement.
- (b) Notwithstanding the foregoing, Client shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of Client's legal counsel, such disclosure is necessary to comply with a court order, applicable law or regulation; provided that where reasonably possible, Client shall notify AUSL prior to making such disclosure so as to allow AUSL to take whatever action AUSL may deem appropriate to protect the confidentiality of the Confidential Information. For purposes of clarity, Client shall have the right to disclose any Confidential Information provided hereunder pursuant to a request under the Freedom of Information Act ("FOIA"), unless such Confidential Information is statutorily exempt from disclosure under FOIA.
- (c) All Confidential Information that consists of student personal or educational information will be handled and treated in a manner consistent with the governmental regulations established in The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- (d) The confidentiality obligations hereunder shall survive the termination or expiration of this Agreement.

9. Promotional Use of Name or Marks

Neither Party shall use the other Party's name or any trademark in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval.

10. Termination.

- (a) Either Party may terminate this Agreement in whole, or in part (including any individual SOW hereunder) without liability by giving the other Party written notice thereof at least thirty (30) days prior to the Start Date (or, in the case of termination of an individual SOW, the start date provided therein).
- (b) In addition, AUSL or the client may terminate this Agreement in whole, or in part (including any individual SOW hereunder), at any time: (i) upon thirty (30) days' prior written notice for AUSL's convenience; or (ii) immediately upon written notice to Client in the event any term of this Agreement is breached by Client. Should AUSL terminate this Agreement for its convenience, Client must be reimbursed for any services paid for but not rendered. AUSL will make said payment to client within thirty (30) days of AUSL's termination of the Agreement. Should the client terminate this Agreement for its convenience, AUSL must be reimbursed for any services rendered but not paid for. The Client will make said payment to AUSL within thirty (30) days of receipt of a valid invoice.

11. Force Majeure.

(a) Except for payment obligations, neither Party will be liable to the other for failure to perform any obligation or delay in performance resulting from any event not within the control of the Party so delayed and which occurs without its fault or negligence, including, but not limited to, any act of God, act of civil or military authority, act of war whether declared or undeclared, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, unsuitable ground conditions, earthquake, flood, or embargo (each a "Force Majeure Event"); provided, however, the Party suffering a Force Majeure Event shall give written notification to the other Party within three (3) days of that Party's discovery of such Force Majeure Event and failure to timely notify will be deemed a waiver of any claim for an extension of time for performance.

(b) In the event of a delay in performance excusable under this Section 11, the performance period will be extended by a period of time negotiated by the Parties to overcome the effect of such delay, provided that the Party claiming force majeure promptly and diligently takes steps to remedy the condition and alleviate the effects thereof.

12. Independent Contractor.

AUSL shall at all times be an independent contractor of Client, and nothing in this Agreement shall be deemed to make either Party an agent, employee, or joint venturer of the other. All persons employed by AUSL shall be employees of AUSL and not employees of Client. Neither Party shall be entitled to any benefits that the other Party provides for its own employees, including, without limitation, workers' compensation and unemployment insurance. Each Party shall be solely and entirely responsible for its acts and the acts of its employees, agents and subcontractors. Neither Party shall, in any way, bind the other party to any third-party, without the express written consent of the other Party.

13. Entire Agreement; Amendments; Non-Waiver.

This Agreement (including any SOW issued hereunder) constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit, or implied with respect to the subject matter hereof, with the exception of any response by AUSL to Client's request for proposal, if any. Any amendment, supplement or assignment of this Agreement must be in writing and signed by both Parties. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. A Party's failure to insist upon the performance of any term of the Agreement will not be construed as a waiver of that Party's present or future right to such performance and each Party's obligations in respect thereto will continue in full force and effect. In the event of any inconsistency between the terms of the main body of this Agreement and any SOW, the terms of the main body of this Agreement will govern to the extent of the inconsistency.

14. Severability.

If any section or provision of this Agreement is finally adjudicated invalid or unenforceable by any court of law or governmental agency having jurisdiction over the subject matter herein, all other sections and provisions hereof not affected by such judgment, decree or regulation shall remain in full force and effect and be fully binding upon the Parties.

15. Applicable Law/Venue.

All disputes regarding the construction, interpretation, and the Parties' obligations under this Agreement will be governed by the laws of the State of Texas, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes will be Tarrant County, Texas. Each Party waives, to the fullest extent permitted by applicable law, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or resulting from this Agreement and any claim that any such

action or proceeding has been brought in an inconvenient forum.

16. Remedies.

The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

17. Authority.

The individual signing this Agreement on behalf of AUSL represents and warrants that he or she is expressly and duly authorized by AUSL to execute this Agreement and to legally bind AUSL as set forth herein and such individual does not assume any personal liability hereunder. If Client is an entity, the individual signing this Agreement on behalf of Client represents and warrants that he or she is expressly and duly authorized by Client to execute this Agreement and to legally bind Client as set forth herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Master Vendor Agreement to be effective as of the day, month and year last executed below.

DS
ng
Name of Client: Fort Worth ISD

By: David Saenz

Signature: _____

Title: Chief Innovation Officer

AUSL: Academy for Urban School Leadership

By: Scott Macdonald

Signature: Scott Macdonald

Title: Managing Director, Strategy & Operations

***Attachment 1: Statement of Work -
Unlocking FWISD Student Potential through AUSL's LiberatED Way for School
Revitalization***

Project Description

Given Fort Worth ISD's need to provide school design, planning and implementation support for community-driven school design efforts at two middle school Leadership Academy campuses, Leonard Middle School and Morningside Middle School, AUSL's LiberatED Way team proposes a phased partnership from mid-June 2021 - mid-June 2022 (12 months). The partnership will serve as a model for future scaling of a successful middle school Leadership Academy model in alignment with the ACE model and broader community needs across school pyramids. The approach will take place in 4 key phases for each school:

1. Begin to address school-specific foundational structures (including culture and instruction) and teacher/leader development needs through summer professional learning that continues on through the start of SY22 while calibrating on priority student actions and classroom and school-level look-fors (June 2021 - September 2021)
2. Facilitate initial liberatory design of an anti-racist graduate portrait; establish family and community involvement structures (September 2021 - December 2021)
3. Facilitate continued design and strategic school planning process to identify and organize around focus areas for the spring and SY23 in alignment with the graduate portrait; calibrate on a more holistic set of student, classroom, and school look-fors (January 2022 - March 2022)
4. Implement and refine equity-centered continuous improvement cycles based on SY23 focus areas (March 2022 - June 2022)

Deliverables, key activities, timing, and resources are laid out in the table below:

Phase	Essential Questions	Key Deliverables	Key Activities	Estimated Timing & FWISD Participants
1) Addressing school foundational needs, developing and supporting summer PD, calibration around priority student actions and classroom / school-level look-fors	How might each school address foundational needs and priority areas for school/classroom culture and instruction to support a strong start for students?	<ul style="list-style-type: none"> Teacher and leader professional learning series (including summer PD) aligned to foundational needs Preliminary student actions of focus Calibration of principals and teacher leaders on priority student actions and classroom and school level look-fors 	<ul style="list-style-type: none"> Engage in initial culture and instruction diagnostic through end of year school/classroom walks, interviews/focus groups, and selected data analysis (e.g., NWEA MAP, Panorama, etc.) Design and support implementation of summer professional learning with a focus on strong school and classroom culture and foundational practices for instructional equity Design and implement foundational structures improvement plan and related professional learning experiences for teachers and leaders including summer professional learning program Support school leaders in conjunction with principal supervisors to align and calibrate on a priority set of student actions and classroom and school look-fors 	<p>June 2021 - September 2021</p> <p>Principals, teacher leaders, teachers, principal supervisors, selected district leadership</p>
2) Initial liberatory design of graduate portrait	How might Leonard and Morningside each coalesce around a student centered shared vision and practices steeped in racial equity?	<ul style="list-style-type: none"> Foundational structures audit recommendations and improvement plan Establishment of LiberatED School Council School-specific, anti-racist graduate portrait with student dispositions Aligned, observable student actions, classroom look-fors, and school structures 	<ul style="list-style-type: none"> Facilitate an equity-centered liberatory design process for each school, including students and families, and leveraging pertinent research to define the portrait of a college and career ready graduate Establish family and community partnership structure and approach Define student actions, classroom look-fors, and school structures aligned with the graduate portrait Explore implicit biases and mindset shifts needed across the school community to achieve the student experience articulated in the graduate portrait 	<p>September 2021 - December 2021</p> <p>Principals, teacher leaders, teachers, principal supervisors, selected district leadership, students, and families</p>
3) Continued liberatory design, spring/SY23 strategic planning, holistic look-for calibration	How might each school calibrate on a holistic set of student-focused look-fors while engaging in a strategic planning process that identifies the most important focus areas for	<ul style="list-style-type: none"> Calibration of principals and teacher leaders on holistic set of student / classroom and school-level look-fors School data package aligned with graduate 	<ul style="list-style-type: none"> Collect, analyze, and reflect on school quantitative and qualitative data aligned with graduate portrait In consultation with principal supervisors, select school-specific student actions of focus and related goals for spring and SY23 Design and calibrate on growth-focused, research-based teacher and leader rubrics / roadmap in alignment with priority 	<p>January 2022 - March 2022</p> <p>Principals, teacher leaders, teachers, principal supervisors, selected district</p>

	the spring and SY23 ?	<p>portrait</p> <ul style="list-style-type: none"> • Selection of spring and SY23 student actions of focus • Teacher and leader growth rubrics • Comprehensive and digestible SY23 strategic plans including professional learning approach, budget, and data-driven continuous improvement plan 	<p>student actions</p> <ul style="list-style-type: none"> • Facilitate comprehensive strategic plan development with school teams in conjunction with principal supervisors 	<p>leadership, students, and families</p>
4) Preliminary continuous improvement cycle implementation	How might we begin to create habits of equity-centered continuous improvement in each school?	<ul style="list-style-type: none"> • Equity-centered continuous improvement approach defined and refined • 2 monthly continuous improvement cycles completed 	<ul style="list-style-type: none"> • Collaboratively design equity-centered plan, do, study, act continuous improvement cycles • Facilitate 3 monthly continuous improvement cycles • Refine continuous improvement cycles as needed 	<p>March 2022 - June 2022</p> <p>Principals, teacher leaders, teachers, principal supervisors, selected district leadership, students, and families</p>

The deliverables above will be completed through ongoing virtual and in-person collaboration with Fort Worth ISD leadership and monthly in-person or virtual working sessions with project participants in 2-day increments consisting of design facilitation, professional learning, and on-the-ground coaching. Summer professional learning will take place through a 1 or 2-week mix of in-person and virtual working sessions. As part of the professional learning component of each session, the AUSL LiberatED Way team will provide training on relevant best practices building on Fort Worth ISD’s current practices, structures, and tools.

The AUSL LiberatED Way team plans to engage a diverse group of practitioners to support the development and thoughtful implementation of the deliverables outlined above. These roles include but are not limited to a dedicated Program Manager, Family & Community Engagement Lead, School Systems Leadership Coach, and Professional Learning & Coaching Leads. A unique talent differentiator for our team is that we engage current, highly successful principals in this work in order to facilitate more authentic and relevant capacity building. What is more, our team comes with an unprecedented wealth of hands-on school transformation leadership experience.

Throughout the project, our team will engage in learning with principal supervisors and other key district leadership on the front end of key phases of project development to support ongoing and sustainable district capacity building.

Success will be measured by:

- a. Principal, teacher leader, and principal supervisor qualitative feedback on their professional learning and coaching experience
- b. Level and quality of student, family, and community engagement throughout the school design process
- c. Principal, teacher leader, and principal supervisor calibration against targeted student actions and classroom and school look-fors aligned to graduate portraits
- d. Preliminary teacher demonstration of growth against agreed upon rubrics developed during the project
- e. Improvements against defined student actions and related leading indicators of success

How AUSL commits to partnering with Fort Worth ISD:

- f. We treat your students as our students – we are ultimately accountable to them; they come first, always.
- g. Your investment is our investment – we expect a return in the form of Fort Worth ISD student success.
- h. While we have expertise to bring, we take a learner’s stance. We have much to learn from you, your teams, and the Fort Worth community.
- i. We are asset-based – we look for Fort Worth ISD assets to build on in our work with you. We will work with you to leverage our collective relationships in and outside the Fort Worth community.
- j. We focus on forging a true partnership with you characterized by radical candor and transparency – our students deserve it

The AUSL LiberatED Way team will perform the work outlined above on a fixed fee basis for a total of \$99,300 including travel and expenses to be on an agreed upon schedule between June 2021 and June 2022. In the event that any monthly sessions are moved to virtual due to state and local guidance, AUSL staff will work with Fort Worth ISD leadership to plan increased virtual support related to the above priorities.

As part of the initial stage of this work, our team will present detailed project plans including scope and sequence of design and professional learning to help ensure successful execution of the work articulated above. We look forward to the potential of our strategic partnership in support of ensuring that all Fort Worth ISD students have the opportunity to unlock their full potential.

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: APPROVE CONTRACT TO PROVIDE INSTRUCTION AND
ASSESSMENT SOLUTIONS FOR ALL LEARNING ENVIRONMENTS**

BACKGROUND:

Let's Go Learn, Inc. offers solutions to close the achievement gap by providing personalized learning and ensuring educators can focus on supporting student needs and growth. Let's Go Learn, Inc. instruction and assessment solutions provide support for all learning environments including students in Inclusion and Resource settings in the elementary level.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract to Provide Instruction and Assessment Solutions for All Learning Environments
2. Decline to Approve Contract to Provide Instruction and Assessment Solutions for All Learning Environments
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Contract to Provide Instruction and Assessment Solutions for All Learning Environments

FUNDING SOURCE

Additional Details

Special Revenue	224-11-6399-001-XXX-23-513-000000-22F13.....	\$53,200
	224-13-6299-001-999-23-513-000000-22F13.....	\$7,500
	224-13-6499-001-666-23-513-000000-22F13.....	\$19,300

VENDOR:

Let's Go Learn, Inc. (HUB Firm)

COST:

\$80,000

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid Number: 21-086

Number of Bid/Proposals received: 59

HUB Firms: 7

Compliant Bids: 59

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

Elementary campuses within the Fort Worth Independent School District

RATIONALE:

Let's Go Learn, Inc. offers tools to dramatically save teachers' time, more accurate and faster Individualized Education Programs (IEPs), and provide specialized instruction in both asynchronous and synchronous.

INFORMATION SOURCE:

Jerry Moore



Fort Worth ISD - Fort Worth ISD - FWISD Special Education Dept. - Renewal

Fort Worth ISD

100 N University, Ste NW 140-E
Ft Worth, TX 76107-1300
United States

Carmen Franco

Administrative Coordinator
carmen.franco@fwisd.org
8178142867

Reference: 20210204-140725437

Quote created: February 4, 2021
Quote expires: September 6, 2021
Quote created by: Kurt Hulett
khulett@letsgolearn.com
+1 (254) 203-5227

Angelica Underwood

sped director of academic
instruction
angelica.underwood@fwisd.org
817.814.2837

Comments from Kurt Hulett

This contract is from July 1, 2021-June 30, 2022.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Skills-Based Formative Testing (Math) 100 > students	FT.M.100.1	700	\$4.00	\$2,800.00 for 1 year
Skills-Based Formative Testing (ELA) 100 > students	FT.ELA.100.1	700	\$4.00	\$2,800.00 for 1 year
LGL ELA Edge Combo (assessment + instruction) 100 > students	EC.ELA.100.1	700	\$34.00	\$23,800.00 for 1 year
LGL Math Edge Combo	EC.M.100.1	170 700	\$34.00	\$23,800.00

(assessment + instruction)
100 > students

for 1 year

Onsite Professional Development - Materials & Travel	O.P.D.C.M.T	3	\$2,500.00	\$7,500.00
--	-------------	---	------------	------------

Print materials and travel for
Custom Onsite P.D.

for 1 year

special education online leadership/teacher training course		300	\$100.00	\$30,000.00
---	--	-----	----------	-------------

6 hour course -- legal aspects of
special education overview -- ARD
process best practices -- key
elements to the ARD document --
progress monitoring

for 1 year

Subtotals

One-time subtotal				\$90,700.00
-------------------	--	--	--	-------------

Other Fees

volume discount on licenses for multi-product purchase				-\$10,700.00
--	--	--	--	--------------

Total				\$80,000.00
--------------	--	--	--	--------------------

Signature

Signature

Date

Printed name

Questions? Contact me



Kurt Hulett

khulett@letsgolearn.com

+1 (254) 203-5227

Let's Go Learn, Inc.

705 Wellesley Avenue

Kensington, CA 94708

Tax ID: 94-3377052

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE CONTRACT FOR BEHAVIORAL HEALTH SERVICES
AND SUPPORT**

BACKGROUND:

For many students and their families, the COVID-19 pandemic has resulted in an increase of children experiencing and feeling stress and depression. The pandemic has been a chronic and prolonged stressor for our entire school community. Studies from the Centers of Disease Control and Prevention showed that the percentage of youth emergency room visits for mental health reasons had risen significantly during the pandemic. Our partners at Cook Children’s Hospital have seen the same trend.

While the need for mental health services has increased, the health care system remains challenging to navigate, particularly for families who speak a language other than English. In March of 2021, the District initiated a short-term contract with this behavioral health services to supplement a mental health support system. The renewal of this contract is for the 2021-2022 school year. The provider will continue to assist the Fort Worth ISD community in navigating the healthcare system to secure proper mental health intervention after an initial referral has been made. The term of this agreement will be August 1, 2021 to July 31, 2022. The parties may agree to in-writing to extend the agreement for up to four (4) additional (1) one-year terms.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract for Behavioral Health Services and Support
2. Decline to Approve Contract for Behavioral Health Services and Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Behavioral Health Services and Support

FUNDING SOURCE

Additional Details

ESSER

282-31-6299-SSS-999-24-950-000000-22F32

VENDOR:

Care Solace

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-078-D

Number of Bid/Proposals received: 2

HUB Firms: 1

Compliant Bids: 2

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

PARTICIPATING SCHOOL/DEPARTMENTS:

All Schools

Family Resource Centers (4)

District Staff and Immediate Family Members

RATIONALE:

The increase in mental health concerns has been documented across the nation including more acute increases recently due to the pandemic. Mental health issues often manifest as academic and behavioral concerns, which impair students' academic progress and success. This service will allow for additional multilingual support for Fort Worth ISD students as well as employees and their immediate families to receive assistance in accessing mental health services after an initial referral has been made.

INFORMATION SOURCE:

Raúl Peña

Cherie Washington

SERVICE AGREEMENT

This Service Agreement (the “Agreement”) dated the 1st of July 2021 between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to the School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1. Care Solace owns and operates a website located at the URL caresolace.com which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2021. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 28-37, *infra*.

1.2. Care Solace shall facilitate a process called the “Warm Hand-Off,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (“independent contractors”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3. In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Concierge team. The Care Concierge team are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Concierge team are not licensed mental health professionals and do not diagnose, assess, or evaluate. No provider-patient relationship is formed by provision of services by a Care Concierge team member to an Authorized User. The Care Concierge team are not a crisis response team. The Care Concierge team are available to work directly with students and families to connect them with Treatment Providers. Care Concierge team members are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients.

1.5. Care Solace shall utilize reasonable efforts, consistent with industry practices, to ensure that each Treatment Provider whose information is included in the Branded Site satisfies Care Solace's verification process, which shall include, at a minimum, the following elements:

- a. As to individual providers and organizations providing mental health services:
 1. Possess a current state license unless not required under state law;
 2. There are no disciplinary entries on the state license; and
 3. The individual provider or organization has not received a "D" or "F" from the Better Business Bureau.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider, or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant, or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District.

Key stakeholders may include but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term

9. This Agreement shall be effective as of August 1, 2021 (hereinafter the "**Effective Date**").

10. The initial term of this Agreement (hereinafter the "**Initial Term**") will begin on August 1, 2021 and continue through July 31, 2022. This Agreement may be renewed for up to four (4) additional one-year terms (hereinafter, "**Renewal Term**") upon mutual written agreement of the Parties. School District may provide a courtesy notice to Care Solace of its renewal decision sixty (60) days before a new Renewal Term begins.

11. The maximum term of this Agreement, including the Initial Term and any applicable Renewal Term, if any, is five years.

12. School District may terminate an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund, unless the agreement is terminated for cause as indicated in Paragraph 14. If the Agreement is terminated for cause by School District, Care Solace will reimburse School District a prorated refund of any fees paid by School District to Care Solace for the Initial Term or Renewal Term, as applicable.

13. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

14. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

14.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 44-46, *infra*.

14.2. The written notice to a breaching party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 14 are conditions precedent to any Party’s ability to invoke the dispute resolution provisions set forth in Paragraphs 44-46, *infra*.

Fees

15. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

15.1. For the Initial Term, July 1, 2021, through June 30, 2022, School District will pay \$2.50 per student (based on student enrollment 77,465 - source FWISD website), for a total of \$193, 663 to Care Solace.

15.2. For any applicable Renewal Term mutually agreed to in writing, School District will pay \$2.50 per student to Care Solace.

16. The fees set forth in Paragraph 15, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of the termination by School District of this Agreement prior to the end of the Initial Term or any Renewal Term, unless the Agreement is terminated for cause.

17. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

18. The Parties agree to implement the payment terms, including payment due date and interest rate, as set forth in the Texas Prompt Payment Act. Tex. Gov’t Code § 2251.

Data and Information Privacy

19. Care Solace and School District each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “FERPA”).

20. School District Data will be handled in accordance with the Data Sharing Agreement between the Parties, hereby incorporated by this reference. Care Solace and School District agree that the Data Sharing Agreement expressly applies only to issues/and or claims relating to Data, as that term is defined in the Data Sharing Agreement.

21. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

22. The Parties do not expect that, in most instances, education records other than “directory information,” as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. However, in order to ensure that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

23. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of “education records,” as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

24. School District represents and warrants that any independent contractor that is provided with access to the “warm hand-off” or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii).

25. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

26. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

27. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients; or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

28. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

29. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

30. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means; or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

31. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District promptly upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, School District shall be solely responsible for any and all such notifications at its expense.

32. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care

Solace and its licensors. In addition, School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, or recommendations provided by School District personnel relating to the Branded Site, the Services, or the Technology.

33. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one party (hereinafter "**Owner**") may disclose to the other party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means: (i) the terms and conditions of this Agreement; (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data; and (iii) School District's information or other data processed, stored, or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

34. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

35. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice. Any publication identifying the District and/or its students, staff, or community, beyond

the publication outlined above, will require written authorization of School District. To the extent that any proposed publications or presentations involve Data or De-identified Information, paragraphs 8.1.8 and 8.1.9 of the Data Sharing Agreement, will apply.

36. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

37. Care Solace acknowledges that School District is subject to the Texas Public Information Act and its limited exceptions. Care Solace further acknowledges that when applicable, School District will provide third party notice to Care Solace but assumes no other liability or obligation to protect third party information or records from disclosure.

Representations and Warranties

38. To the extent allowed by law and without waiver of any immunity or defense, School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations; or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 38, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

39. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 39, in addition to any other remedies available at law or in equity, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

40. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

41. **Insurance.** During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof.

41.1. **Additional Insured.** Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 41, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct.

42. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "School District Parties") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "Claims"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

42.1. Any responsibility for improper disclosure of personally identifiable information shall be solely governed by Paragraph 6.1 of the Data Sharing Agreement. The parties expressly acknowledge Paragraph 6.1 of the Data Sharing Agreement applies only to improper disclosure of personally identifiable information.

43. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 43 shall apply only in the event that Care Solace or its insurer agree or are legally obligated by law or under this Agreement to provide a defense and/or indemnification.

Dispute Resolution

44. As used in this Agreement, dispute shall have the following meaning: any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort or statute (hereinafter referred to as a “Dispute”).

45. In the event a Dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the Dispute through friendly consultation.

46. If the Dispute is not resolved through friendly consultation, the Parties may mutually agree to use non-binding mediation to resolve any Dispute arising under this Agreement. The Party making the request will notify the other Party of the request in writing. Within one week of receipt of notice by the other Party, the Parties will attempt to mutually agree on a mediator. If the Dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law of the State of Texas. A voluntarily agreed-to mediation is not a condition precedent to seeking relief in a court of law.

No Third-Party Claims

47. The Parties agree that this Agreement is not intended to treat Authorized Users as third-party beneficiaries of this Agreement or to create, confer or in any manner provide third-party beneficiary status on or to any person, including, without limitation Authorized Users. This Agreement shall inure solely to the benefit of the Parties and their respective permitted successors or assigns. No third parties shall have any rights hereunder.

Limitation on Damages

48. As a result of any Dispute, no Party shall be liable to the other Party or to any third parties determined by a court of law to be entitled to third-party beneficiary status under this Agreement, for any indirect, special, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

49. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third parties determined by a court of law to be entitled to third-party beneficiary status under this Agreement, for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

50. In the event that Care Solace is found liable to School District as the result of a Dispute, or to any third party determined by a court of law to be entitled to third-party beneficiary status under this Agreement, or in the event that School District is found liable to any third party, liability shall not exceed the total general liability insurance amount in Care Solace’s certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other party, including School District.

51. In the event that any third parties have been determined by a court of law to be entitled to third-party beneficiary status under this Agreement, it is the intent of the Parties that the limitations on damages set forth in Paragraphs 48-50, *supra*, shall apply.

Miscellaneous Terms

52. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

53. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Texas without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Texas. The sole exception to this Paragraph is that the mediation as voluntarily agreed to in Paragraphs 44-46, *supra*, shall be governed by the procedural and substantive provisions of the FAA. Any voluntary, mutually agreed-to mediation conducted as set forth in Paragraphs 44-46, *supra*, shall take place in Tarrant County, Texas.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District: Fort Worth Independent School District
100 N. University Dr.
Fort Worth, TX 76107
Attention: Dr. Kent Paredes Scribner – Superintendent
Email: kent.scribner@fwisd.org

With Copies to: Fort Worth Independent School District
Office of Legal Services
100 N. University Dr.
Fort Worth, TX 76107

If to Care Solace: Addiction Treatment Technologies, LLC DBA: Care
Solace
669 2nd Street
Encinitas, CA 92024
Attention: Chad A. Castruita
chad@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

56. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

57. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. If the Agreement is terminated by either Party for Force Majeure, Care Solace shall provide a prorated refund equaling the remaining days of the current term. Should the application of this Paragraph 57 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in, Paragraphs 44-46, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraph 14, *supra*. Any written notice under this Paragraph 57 must comply with the written notice requirements of Paragraph 54, *supra*.

58. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party.

59. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

60. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, with the exception of any applicable response submitted by Care Solace to a School District's Request for Proposal ("RFP"). It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement or in an applicable RFP.

61. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

62. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

63. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

64. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC
("Provider") DBA: Care Solace**

Printed Full Name: Chad A. Castruita, CEO

Signature:  _____

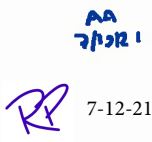
Ft. Worth Independent School District ("Client")

Printed Full Name: Kent P. Scribner
Title: Superintendent of Schools, FWISD

Signature: _____

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

Signature: _____


7-12-21

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE CONTRACT TO PROVIDE COMMUNITY-BASED SUPPORTED EMPLOYMENT TRAINING FOR STUDENTS WITH MODERATE TO SEVERE DISABILITIES**

BACKGROUND:

This contract will provide services to students with disabilities, which severely restrict access to competitive employment. Enrolled students will acquire training and skills needed to transition to a seamless move into post-secondary, community-based supported employment options.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
2. Decline to Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-035-23-513-000000-22F13

COST:

\$150,480

VENDOR:

Amplify

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid Number: 16-013

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. 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 ISD High Schools

District-Wide

RATIONALE:

Approval of this contract will help prepare transition students with special needs for job placement after high school graduation.

INFORMATION SOURCE:

Jerry Moore

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: **APPROVE SERVICE CONTRACT TO PURCHASE WEB-BASED
LEARNING SYSTEM USER LICENSES****

BACKGROUND:

The web-based learning system that is integrated into the gifted differentiation component of the curriculum framework is a supplementary resource. This is a renewal of a contract for services that the District has been using since 2006. The web-based learning system assists in the development of students’ personal and academic strengths in order to increase engagement and ultimately close achievement gaps. The learning system is accessible to all teachers and it enables them to maximize resources to take advantage of the web-based, cross-curricular offerings. Teacher productivity has increased their ability to use more resources with diverse student populations and increases students’ self-direction.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Service Contract to Purchase Web-Based Learning System User Licenses
2. Decline to Approve Service Contract to Purchase a Web-Based Learning System User Licenses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-001-XXX-21-344-000000

COST:

\$70,050

VENDOR:

Renzulli Learning, LLC

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code Section 44.03§ (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary and Middle Schools

RATIONALE:

Student achievement improves when enrichment opportunities, resources, and encouragement are provided and the general curriculum is differentiated for the individual student.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE AGREEMENT BETWEEN ADVANCEMENT VIA
INDIVIDUAL DETERMINATION (AVID) CENTER AND FORT WORTH
INDEPENDENT SCHOOL DISTRICT FOR THE 2021 – 2022 SCHOOL
YEAR**

BACKGROUND:

The Advancement Via Individual Determination (AVID) College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning and goal setting. Equally important, the system supports academic achievement for all students on campuses, where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective for three (3) or more years. AVID students are provided with tutors to facilitate inquiry-based group tutorial sessions. The students also visit colleges to gain an understanding of the collegiate environment as well as eligibility requirements and admissions protocols. There will be 24 secondary AVID sites in the District for the 2021 – 2022 school year (effective July 1, 2021 – June 30, 2022). This is a renewal of an existing contract.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agreement Between Advancement Individual Determination (AVID) Center and Fort Worth Independent School System for the 2021 – 2022 School Year
2. Decline to Approve Agreement Between Advancement Individual Determination (AVID) Center and Fort Worth Independent School System for the 2021 – 2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agreement Between Advancement Individual Determination (AVID) Center and Fort Worth Independent School System for the 2021 – 2022 School Year

FUNDING SOURCE

Additional Details

General Fund	199-11-6299-0WV-XXX-24-378-000000.....	\$108,081
Special Revenue	289-13-6411-0WV-999-24-512-000000-22F12.....	\$6,000

COST:

\$114,081

VENDOR:

AVID Center

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Network of North Texas (EPCNT) Lewisville ISD F1003-17. 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:

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	Northside High School	Polytechnic High School
R. L. Paschal High School	Green B. Trimble Tech High School	Southwest High School	Western Hills High School
O. D. Wyatt High School	J. P. Elder Middle School	The Leadership Academy at Forest Oak	William James Middle School
Meadowbrook Middle School	Morningside Middle School	Rosemont Middle School	Benbrook Middle/High School
Young Men’s Leadership Academy	World Languages Institute	Marine Creek Collegiate High School	I.M. Terrell Academy for STEM and VPA

RATIONALE:

The AVID College Readiness System has a proven track record of success in preparing students for acceptance into and through college, as well as increased academic achievement for students in the present. Data is readily available that supports this record at national, state, district, and campus levels. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support the District's mission and several key initiatives.

Over the last four (4) years, the District's AVID seniors have graduated on time at 99% or higher and over 76% have been accepted into (4) four-year institutions. We have also increased our percentage of AVID Elective students who have been enrolled in AVID for multiple years by 25% over the last (4) four years. AVID students are consistently taking courses allowing them to meet (4) four-year college entrance requirements at an average of 98.2%. AVID seniors are also consistently completing (4) four-year entrance requirements on an average of 95.2%. AVID seniors are taking the SAT/ACT exam at a rate of 98.6%, and are graduating on time at 99.4% over the last (4) four years.

INFORMATION SOURCE:

David Saenz

AVID Center



Products and Services

2021-22 Quote/Order

Quote/Order #: Q-81860
 Client: Fort Worth Independent School District
 Address: 100 N University Dr
 Fort Worth, TX 76107

AVID Center Representative: Amy Chapman
 Phone: (972) 591-2518
 Email: achapman@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 1	\$9,000.00	\$3,000.00	\$6,000.00
District Products SUBTOTAL:				\$6,000.00

Amon Carter-Riverside High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Amon Carter-Riverside High Sch SUBTOTAL:				\$4,044.00

Arlington Heights High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Arlington Heights High School SUBTOTAL:				\$4,044.00

Benbrook Middle High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Benbrook Middle High School SUBTOTAL:				\$4,044.00

Quote/Order
 2021 - 2022 Fort Worth Independent School District Drafted: 06/17/2021

Diamond Hill-Jarvis High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Diamond Hill-Jarvis High Sch SUBTOTAL:				\$4,044.00

Eastern Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Eastern Hills High School SUBTOTAL:				\$4,044.00

Forest Oak Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Forest Oak Middle School SUBTOTAL:				\$4,044.00

Green B Trimble Tech High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Green B Trimble Tech High Sch SUBTOTAL:				\$4,044.00

I M Terrell Academy for STEM and VPA				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Secondary Library Package	\$4,590.00	\$0.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$750.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$0.00
8	AVID Summer Institute or DigitalXP Registration Fee	\$925.00	\$600.00	\$6,800.00
I M Terrell Academy for STEM and VPA SUBTOTAL:				\$15,069.00

J P Elder Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

Quote/Order

2021 - 2022 Fort Worth Independent School District Drafted: 06/17/2021

1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
J P Elder Middle School SUBTOTAL:				\$4,044.00

Marine Creek Collegiate HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Marine Creek Collegiate HS SUBTOTAL:				\$4,044.00

Meadowbrook Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Meadowbrook Middle School SUBTOTAL:				\$4,044.00

Morningside Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Morningside Middle School SUBTOTAL:				\$4,044.00

North Side High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
North Side High School SUBTOTAL:				\$4,044.00

O D Wyatt High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
O D Wyatt High School SUBTOTAL:				\$4,044.00

Quote/Order

2021 - 2022 Fort Worth Independent School District Drafted: 06/17/2021

Paul Laurence Dunbar High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Paul Laurence Dunbar High Sch SUBTOTAL:				\$4,044.00

Polytechnic High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Polytechnic High School SUBTOTAL:				\$4,044.00

R L Paschal High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
R L Paschal High School SUBTOTAL:				\$4,044.00

Rosemont Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Rosemont Middle School SUBTOTAL:				\$4,044.00

South Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
South Hills High School SUBTOTAL:				\$4,044.00

Southwest High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Southwest High School SUBTOTAL:				\$4,044.00

Quote/Order

2021 - 2022 Fort Worth Independent School District Drafted: 06/17/2021

Western Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Western Hills High School SUBTOTAL:				\$4,044.00

William James Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
William James Middle School SUBTOTAL:				\$4,044.00

World Languages Institute				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
World Languages Institute SUBTOTAL:				\$4,044.00

Young Men's Leadership Academy				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$515.00
Young Men's Leadership Academy SUBTOTAL:				\$4,044.00

TOTAL: \$114,081.00

plus all applicable taxes

Additional Comments:

N/A

Quote/Order

2021 - 2022 Fort Worth Independent School District Drafted: 06/17/2021

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Fort Worth Independent School District

By: _____
Print
Name: _____

By: _____
Print
Name: _____

DS
AP

Title: _____

Title: _____

Date: _____

Date: _____

Email: contracts@avid.org

Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

CONSENT AGENDA ITEM

BOARD MEETING

July 27, 2021

TOPIC: **APPROVE COOPERATIVE PROGRAM AGREEMENT WITH THE OFFICE OF STRATEGY AND POLICY AT THE UNIVERSITY OF TEXAS AT AUSTIN TO IMPLEMENT ONRAMPS**

BACKGROUND:

The University of Texas at Austin (UT Austin), on behalf of the Office of Strategy and Policy, and Fort Worth Independent School District (Fort Worth ISD) will enter into this agreement to implement OnRamps to offer distance college course through a dual-enrollment model and high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their school district and the opportunity to earn college credits from UT Austin through a distance education course. Over the past year we have seen a (ten percent) 10% increase in student enrollment with over 2,000 students eligible to receive college credit.

The first component of the agreement reflects the cooperative program agreement between UT OnRamps and Fort Worth ISD to enable students to enroll in dual enrollment courses. The second part of the agreement outlines implementation of OnRamps dual-enrollment distance courses and shared program responsibilities between Fort Worth ISD and UT Austin. The data-sharing portion of the agreement outlines responsibilities of Fort Worth ISD and the Office of Strategy and Policy to provide individual student-level data for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. This agreement reflects collaboration of Fort Worth ISD with UT OnRamps staff concerning dual enrollment courses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Cooperative Program Agreement with the Office of Strategy and Policy at the University of Texas at Austin to Implement OnRamps
2. Decline to Approve Cooperative Program Agreement with the Office of Strategy and Policy at the University of Texas at Austin to Implement OnRamps
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

289-11-6299-TST-XXX-24-512-000000-22F12

289-11-6412-WBL-XXX-24-512-000000-22F12

COST:

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

VENDOR:

University of Texas at Austin Texas, Office of Strategy and Policy

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

Arlington Heights High School	Benbrook Middle/High School	Carter-Riverside High School
Dunbar High School	Diamond Hill-Jarvis High School	Eastern Hills High School
I.M. Terrell Academy for STEM & VPA	North Side High School	Paschal High School
Polytechnic High School	South Hills High School	Southwest High School
Trimble Tech High School	Western Hills High School	World Languages Institute
O.D. Wyatt High School	Young Men's Leadership Academy	Young Women's Leadership Academy

RATIONALE:

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that lead to a post-secondary degree and/or certificate.

INFORMATION SOURCE:

David Saenz

**Interlocal Agreement
Between
The University of Texas at Austin
and
Fort Worth ISD**

FOR THE 2021-2022 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by Fort Worth ISD (FWISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Contracting Parties:

Receiving Party (FWISD)
Fort Worth ISD
100 N. University
Fort Worth, TX 76107

Performing Party UT Austin
The University of Texas at Austin
110 Inner Campus Drive, Suite 102
Austin, TX 78712

WHEREAS, UT Austin and FWISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their FWISD high school.

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and FWISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from FWISD and college credits from UT Austin through a distance education course.

FWISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, FWISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at FWISD.

3. Consideration

Each year of the Agreement, FWISD will pay UT Austin the cost per student and teacher training needed by FWISD as set forth in section 4.2(H) below. FWISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by FWISD to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by FWISD and UT Austin. FWISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of UT Austin Enrollment and Records

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (UT EID) via the UT Austin web site. Once a UT EID is acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s).

- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and FWISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
- E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

Curriculum and Instruction

- F. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- G. Offer distance education and high school courses that:
 - a. Provide in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin.
 - b. Provide clear and transparent expectations for postsecondary success in Texas.
 - c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations.
 - d. Provide opportunity for students to take responsibility for their own learning.
 - e. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
 - f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
 - g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- H. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long Course College Enrollment Process
 - i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
 - ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
 - iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
 - iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- b. Year-long Course College Enrollment Process
 - i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
 - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
 - iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
 - iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.
- J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

- a. Maintain servers operated by or hosted on UT Austin’s web-based Canvas LMS.
- b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
- c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- d. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- e. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
- f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

Professional Development and Support

- K. Deliver professional learning to participating FWISD teachers who teach the OnRamps course.
 - a. A Summer PLI for participating FWISD teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
 - i. Scheduling the necessary facilities to conduct PLI.
 - ii. Facilitating lodging, parking, and food for participants.
 - iii. Conducting Summer PLI.
 - iv. Crediting participating FWISD teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
 - b. Academic year PLIs: One-day PLIs for, new and returning, participating FWISD teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. FWISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by UT Austin faculty within the sponsoring UT Department (e.g. Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the FWISD high school teacher.
- M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to FWISD and its administration

(Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

- a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver in-person or virtual presentations and/or workshops to FWISD and its staff regarding OnRamps program overview, implementation, and strategies for success.
 - c. Deliver in-person or virtual presentations and/or workshops to the FWISD community regarding OnRamps overview, implementation, and motivation/support for their child/student.
 - d. Provide a link for FWISD to request and/or schedule in-person or on-line presentations. FWISD is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.
- N. The UT Austin course staff will:
- a. Conduct or co-conduct the Summer and one-day PLIs.
 - b. Assist FWISD with OnRamps implementation by providing the necessary training to FWISD high school teacher(s) before and during implementation.
 - c. Provide on-going, one-on-one feedback and guidance to the high school teacher.
 - d. Provide virtual coaching using OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice.
 - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and Instructors of Record to maintain the course for FWISD students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as FWISD high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps FWISD high school teacher(s) and classroom observations.
- a. OnRamps staff will alert FWISD administration of any serious concerns regarding FWISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If FWISD implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to

- offer the OnRamps course in the future or to require a replacement high school teacher.
- b. OnRamps staff will alert FWISD administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
 - c. A UT Austin OnRamps FWISD high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement, OnRamps will notify FWISD who will use its best efforts to identify an alternate high school teacher, and FWISD will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
 - d. Should UT Austin deem an OnRamps FWISD high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify FWISD who will work with UT Austin to continue the course through an alternate teacher.
 - e. Any person performing Services under this Agreement on behalf of UT Austin must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.
- P. Appoint FWISD high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, FWISD high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps FWISD high school teacher is deemed not compatible with or in the best interest of the program, they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- Q. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the OnRamps program/process.

Student Services

- R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.

- T. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
- V. Protect students' education records in accordance with FERPA policies.
- W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Extended Student Absences [subject to FWISD policies]

- Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the FWISD point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, OnRamps FWISD high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the District/Charter will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Z. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the FWISD point of contact, campus principal and/or the high school instructor must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone and whether the student will continue in the OnRamps course in which enrolled.

4.2 Responsibilities of FWISD [subject to FWISD policies and applicable law]

- A. Implement one or more OnRamps courses.

- a. Assign an FWISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for FWISD administration with OnRamps staff.
 - i. This FWISD contact will provide up-to-date contact information for FWISD and its campus administration. In the event there is a change in administration at FWISD or at its campuses, the FWISD contact will communicate those changes to their OnRamps Point-of-Contact.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i. Should FWISD request an OnRamps presentation, FWISD is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's format (screen, projector, microphone, etc).
 - c. Follow OnRamps recommendations for effective implementation:
 - i. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate FWISD high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
 - ii. As overseen by UT Austin faculty and based on the rigor of the course for students, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
 - iii. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
 - 1. Prohibits the OnRamps course from being offered as an AP English course.
 - 2. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with FWISD policies.
- a. Minimum requirements for OnRamps new FWISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. FWISD high school teachers approved on a conditional basis may be required to complete additional

tasks. Any high school teacher who does not complete the required pre-PLI tasks may not be eligible to attend PLI. If FWISD's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer PLI, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.

- v. Successful completion of Summer PLI. New OnRamps FWISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
 - 1. The FWISD teacher assigned to the course **must** complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course, inclusive of OnRamps Summit. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
 - 2. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps FWISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information.
 - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
 - vii. Attendance at the Fall and Spring PLIs.
 - 1. FWISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Adhere to guidelines regarding OnRamps course content intellectual property. FWISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Minimum requirements for OnRamps returning FWISD teachers include:

- i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
 - ii. Completed annual OnRamps teacher application.
 - iii. Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI.
 - iv. Completion of required tasks before the start of Summer PLI.
 - v. Successful participation in and completion of all required activities in Summer PLI.
 - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - vii. Attendance at the Fall and Spring PLIs.
 - 1. FWISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Complete the minimum number of virtual coaching uploads over the course of the academic year.
 - x. Adhere to guidelines regarding OnRamps course content intellectual property. FWISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - xi. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- C. Ensure OnRamps FWISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Provide access to the OnRamps Portal and Canvas LMS. Participating FWISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to FWISD.
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
 - d. Graphing calculators.
 - e. Audio/visual projection and/or whiteboard.

- f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. For Biology, Geoscience, Physics and Chemistry, required lab materials.
 - h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps FWISD high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal. **No** student may enroll in an OnRamps course six weeks after the start of the FWISD school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the course for high school credit only.
 - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, FWISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
 - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - f. Notify course staff of FWISD high school teacher absences that exceed three consecutive class days.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated the ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful

completion of a series of required assignments designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dually enrolled in a UT Austin distance college course.

- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
 - a. Cost of Materials and Services:
 - i. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for FWISD, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The FWISD annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are \$149, or \$99 for students identified free and reduced lunch, per student and per course.
FWISD is paying a subsidized rate. During the 2021-2022 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by OnRamps and applicable pending 87th legislative appropriation.
 - b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. For our year-long courses, a student not eligible to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools. OnRamps will send an invoice to FWISD in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. FWISD is responsible for paying within 30 days of receipt of the invoice. If the invoice is not paid prior to the start of the next academic year, then the District is not allowed to participate in the program until they are in good standing. Pending 87th legislature appropriation, there will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost.
 - c. Cost of Professional Learning

- i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
 - 1. \$850 for new teachers
 - 2. \$550 for returning teachers
 - ii. FWISD will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
 - 1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
 - 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
 - 3. OnRamps strongly recommends FWISD provide a daily stipend to teachers participating in required PLIs.
 - I. Any person performing Services under this Agreement on behalf of FWISD must be actively employed or eligible for employment by FWISD and may not be on administrative leave. FWISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If FWISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. FWISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- B. Cancellation policy: All high school teachers must cancel their registration one week prior to PLI or will be subject to pay 100% of fees for room/board and meals for which those charges apply. FWISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for Summer PLI and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning coordinator one week prior to the start of Summer PLI. If the teacher does not take the necessary steps to communicate the attendance change, FWISD will be:
 - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
- D. If a high school teacher registers for Summer PLI and leaves prior to the end of PLI, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, FWISD will be:
 - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to FWISD for the course will need to be returned to OnRamps within 30 days or FWISD will be responsible for fees associated with such course materials.

6. Educational Records and Data Sharing

- A. FWISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of

the OnRamps program according to FERPA, as well as applicable FWISD policies, UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to FWISD and for FWISD's accountability reporting purposes, OnRamps requires specific student information from FWISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. Following UT Austin's Institutional Review Board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and FWISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If either party obtains access to FWISD and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access as required by FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on FWISD or UT Austin not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

UT Austin further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, FWISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. FWISD agrees any amounts owed for satisfactory Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. Ownership of Intellectual Property

UT Austin and the OnRamps program shall own all intellectual property rights in or relating to OnRamps. Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

13. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

FWISD at:

Fort Worth ISD
100 N. University
Fort Worth, TX 76107

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

Office of Strategy and Policy
2616 Wichita St.
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

14. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

15. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

16. Entire Agreement

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

17. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

18. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

19. Confidentiality Provision

Both Parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99.

20. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

21. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

22. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or

delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

23. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\) and 74.008\(c\), Education Code](#)). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

24. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

25. Public Records

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Fort Worth ISD

Performing Party
The University of Texas at Austin

DS
AP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 206LA	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Fort Worth ISD
AND
OFFICE OF STRATEGY AND POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The Fort Worth ISD (“FWISD”) agrees to provide individual student-level data to the Office of Strategy and Policy at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. FWISD hereby appoints UT Austin as a legitimate educational official of FWISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints FWISD as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to FWISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

FWISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and FWISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined)

		<ul style="list-style-type: none"> • University transcript grade • Student qualifying status for free/reduced lunch
FWISD	December 2021 – February 2022	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students’ Economic Disadvantage Status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
FWISD	May 2022 – July 2022	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by FWISD and Office of Strategy and Policy.

Office of Strategy and Policy assures that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Office of Strategy and Policy further assures that the data elements will not be released to a third party without written parental or student (as applicable) consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality (“Access to Confidential Data”).

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE CONTRACT WITH TARRANT COUNTY FOR JUVENILE TEACHING SERVICES FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for adjudicated and expelled students under probation; subject to the approval of the Texas Juvenile Probation Commission.

This contract for services is between Tarrant County, Texas, referred to as “County” and Fort Worth Independent School District (FWISD) referred to as “Provider”, for the provision of carrying out requirements of Chapter 37, Texas Education Code. The County and Provider desire to enter this contract, whereby the provider will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program.

The Tarrant County Juvenile Board through Tarrant County Juvenile Services will reimburse FWISD for teachers and administrator expenses in an amount not-to-exceed \$537,648, per school year. FWISD will provide one Coordinator of Educational Services, four (4) full-time certified teachers and one (1) full-time certified special education teacher. If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:12, this contract amount may be increased to that extent.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract with Tarrant County for Teaching Services for the 2021-2022 School Year
2. Decline to Approve Contract with Tarrant County for Teaching Services for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

499-11-6119-001-040-24-776-000000-22376

COST:

\$537,648

VENDOR:

Tarrant County Juvenile Justice Alternative Education Program

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

Office of Innovation

RATIONALE:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

INFORMATION SOURCE:

David Saenz



STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

JUVENILE SERVICES CONTRACT
FOR TEACHING SERVICES
WITH FORT WORTH ISD

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Fort Worth Independent School District, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37, Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Four (4) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Kenneth Harris, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-2522, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

2 TERM

This Contract will begin on September 1, 2021 and concludes on August 31, 2022. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:

- 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
- 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
 - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
 - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, STAAR and End of Course.
 - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
 - 3.4.2 Maintain a minimum of 85% successful program completion rate.
 - 3.4.3 Achieve a minimum of 80% daily attendance rate.

4 COST

COUNTY will pay not more than \$537,648 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Kenneth Harris, 2701 Kimbo Road, Fort Worth, TX 76111 or KHarris@tarrantcounty.com;
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
 - 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
 - 11.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - 11.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
 - 11.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other

serious incidents involving a juvenile that has been placed by COUNTY;

- 11.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 11.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 11.1.7 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
 - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

16 LIQUIDATED DAMAGES

- 16.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 16.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 PARTIES ADDRESSES

COUNTY

Judge B. Glen Whitley
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

PROVIDER

Dr. Kent Paredes Scribner
Superintendent, Fort Worth ISD
100 North University Dr., Suite 150
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

- 26.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment "B" – Goals and Outcomes**)
- 26.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "C" - Family Code 231.006**)
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "D")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 26.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

- 29.1 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.
- 29.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30 DISCLOSURE OF INTERESTED PARTIES

The Fort Worth Independent School District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____ day of _____, 2021, by Commissioners Court Order Number _____

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on _____

Signature: _____

NAME: Dr. Kent Paredes Scribner

TITLE/ENTITY: Superintendent, Fort Worth ISD

ADDRESS: 100 North University, Suite 150


Fort Worth, TX 76107

PHONE: _____ FAX: _____



TARRANT COUNTY JUVENILE BOARD:

This Contract was formally approved by the **Tarrant County Juvenile Board**, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on _____.

SIGNATURE: 
NAME: Ruben Gonzalez, 432nd District Court
TITLE/ENTITY: Juvenile Board Chair
ADDRESS: 401 W. Belknap, 6th Floor Tom Vandergriff Civil Court
Fort Worth, TX 76196
PHONE: 817-884-2935

TARRANT COUNTY, TEXAS:

This Contract was formally approved by the **Tarrant County Commissioners Court**, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on _____.

SIGNATURE: _____
NAME: B. Glen Whitley
TITLE/ENTITY: Tarrant County Judge
ADDRESS: 100 East Weatherford Street
Fort Worth, TX 76196-0101
PHONE: 817-884-1441 FAX: 817-884-2793

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$537,648:**

Grant-2004/P0027-2022/2610115000/569011

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Justin K. Foster
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education code; either through the direct provisions of services or a contractual agreement with an education provider. The memorandum of understanding between the Juvenile Board and the districts of Tarrant County outlines the financial and other operational arrangements between the two entities. The District will pay \$129.00 per day in an amount not-to-exceed of \$150,000 for students that may be expelled under Chapter 37.007 (b), (c), (f) or removed under 37.309.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 School Year
2. Decline to Approve Memorandum of Understanding with Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

499-11-6119-001-040-24-776-000000-22376

COST:

\$142,500

VENDOR:

Tarrant County Juvenile Justice Alternative Education Program

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

Office of Innovation

RATIONALE:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

INFORMATION SOURCE:

David Saenz

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2021 – July 31, 2022

**TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2021 to July 31, 2022, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison**: The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation**: Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program**: The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review**: The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan**: The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services**: The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2021 and will end on July 31, 2022.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the _____ day of _____, 2021.

_____ Independent School District Tarrant County

By: _____
Board of Trustees, President



By: 
Juvenile Board, Chairman

Attest:

By: 
Director, Juvenile Services

By: _____
Board of Trustees, Secretary

Recommended:

 By: _____
Superintendent


Attachment A

JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2021/2022 School Year:

Priority 1

of new discretionary Title 5 felonies and registered sex offender referrals:

8

Priority 2

of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

10

Priority 3

of other new discretionary referrals, such as serious misbehavior while in a DAEP:

15

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2021/2022 School Year:

33

Fort Worth Independent School District
District

Kelle Jansen
District Liaison Signature

6/8/2021
Date

SIGNED AND EXECUTED this _____ day of _____, 2021.

COUNTY OF TARRANT
STATE OF TEXAS

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Justin K. Foster

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BENBROOK FOR SCHOOL RESOURCE OFFICERS FOR THE 2021 – 2022 SCHOOL YEAR**

BACKGROUND:

Fort Worth Independent School District (Fort Worth ISD) and the City of Benbrook are entering into a Memorandum of Understanding for the services of three (3) police officers that will participate in the Resource Officers Initiative. They will be assigned to Western Hills High School and Benbrook Middle–High School, and they will also serve Benbrook Elementary and Westpark 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 Benbrook Police Department to provide a safe and secure environment for education. The District will pay 50% of all personnel costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Memorandum of Understanding with the City of Benbrook for School Resource Officers for the 2021-2022 School Year
2. Decline to Approve Memorandum of Understanding with the City of Benbrook for School Resource Officers for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with the City of Benbrook 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 - \$182,955

VENDOR:

City of Benbrook

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
All Schools

RATIONALE:

Fort Worth ISD is partnering with the City of Benbrook to provide school resource officers. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Benbrook 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 §

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Andy Wayman, 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.

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 citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook 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, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers 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 School Resource Officers 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, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers 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.

City understands and agrees that all School Resource Officers under this Agreement will be required to attend District sponsored racial equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this contract there shall be three (3) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

However, nothing in this Memorandum shall be construed as an employment agreement between the School Resource Officers and the District, or between the City and the District. Neither the School Resource Officers nor the City shall be District employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the District or any District employee, volunteer, or independent contractor.

3.

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 \$182,995.00 for the 2021-22 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this agreement is for a period beginning on September 1, 2021 and ending on August 31, 2022.

5.

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.

6.

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.

7.

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, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

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. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook 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 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, 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. For any such action arising out of the execution, performance, attempted performance, or non-performance of this contract and agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of City and District have approved the execution of this memorandum, 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.

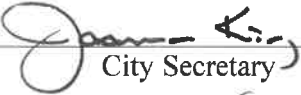
17.

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.

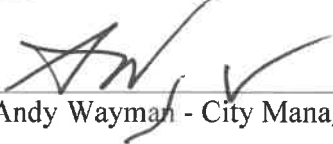
Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Rd., Benbrook, Texas 76126.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Benbrook, Tarrant County, Texas, this 30 day of June, A.D. 2021.

ATTEST: CITY OF BENBROOK

By: 
City Secretary

Date: 6.30.21

By: 
Andy Wayman - City Manager

Date: 6-30-21

APPROVED AS TO FORM AND LEGALITY:

By: 
City Attorney

Date: 7-1-2021

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: _____

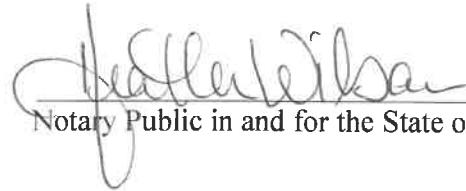
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, 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 Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 2021.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Kent 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

The Fort Worth Independent School District (“District”) approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and District’s authority to handle discipline and give consequences. 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.”

CONSENT AGENDA ITEM

BOARD MEETING

July 27, 2021

**TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE
UNIVERSITY OF CHICAGO NETWORK FOR COLLEGE SUCCESS.****

BACKGROUND:

The Fort Worth ISD (FWISD) remains focused on improving students' outcomes in the area of college, career, and military readiness (CCMR). Data from the most recent Lone Star Governance formative evaluation showed that most Board Goal 3 progress measures were on track. Progress measure 3.2 was not on track due to an elevated amount of 9th grade core course failures. Core course failure is a contributing factor to students repeating 9th grade and becoming off-track for graduation and earning their CCMR indicator.

The Network for College Success (NCS) envisions high schools that continuously cultivate collaboration, powerful learning, and a culture of high achievement to prepare all students for college and career success. NCS uses research to design and facilitate professional learning that builds the capacity of school leaders to help all students attain high levels of academic achievement. Through cross-school learning communities and job-embedded coaching, we support district leaders, principals, teachers, and counselors to: Strengthen school leadership, improve teaching and learning, support freshmen transitioning into high school, prepare students for quality postsecondary options, support culture and climate, integrate research and data into daily practice.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with the University of Chicago Network for College Success
2. Decline to Approve the Memorandum of Understanding with the University of Chicago Network for College Success
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-13-6291-001-999-38-697-000000

COST:

\$246,450

VENDOR:

University of Chicago Network for College Success

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 campuses - 9th Graders

RATIONALE:

The University of Chicago Consortium found that when freshmen suffer from high absence rates and course failure, many never recover. In fact, these students are much more likely to drop out even if they entered high school with high grades and test scores. On the other hand, students who are on-track at the end of freshman year are four (4) times more likely to graduate from high school. This partnership supports FWISD’s board goal 3, with a specific emphasis on progress measure 3.2. The goal is to build internal systems and staff capacity to improve students’ CCMR outcomes.

INFORMATION SOURCE:

David Saenz

Memorandum of Understanding with the UChicago Network for College Success & the Fort Worth Independent School District

This Memorandum of Understanding (“MOU”) is made and entered into, by, and 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 University of Chicago Network for College Success (“NCS”). FWISD and NCS may be collectively referred to as the “Parties” or individually as a “Party.”

In consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this MOU shall be from July 1, 2021 to June 30, 2022, or when all Services are fully completed (whichever is earlier).
2. **Services.** The FWISD engages NCS to perform independent professional development, coaching, and consulting services (the “Services”), as further described in the Scope of Work, and NCS accepts such engagement, upon the terms and conditions set forth in this MOU. NCS must adhere to all timelines outlined in the Scope of Work. Any adjustments to the Scope of Work will require written agreement by FWISD and NCS Project Managers.
3. **Project Managers.** Adelric McCain, Director of Equity and National Impact, will serve as the NCS Project Manager for this MOU. Marcey Sorensen, Assistant Superintendent, and David Saenz, Chief of Innovation, will serve as the FWISD Project Managers.
4. **Compensation and Payment.** In consideration of the Services as described in the Scope of Work, FWISD shall pay NCS a Do Not Exceed sum of \$246,450, in two payments, to be invoiced by NCS and disbursed within thirty (30) days of receipt of a valid invoice from NCS. The first payment shall be made by September 30, 2021. The final payment shall be made after all agreed-upon Services are completed to FWISD’s reasonable satisfaction.
5. **Independent Contractor/Consultant.** NCS shall at all times be an independent contractor/consultant. No relationship of employer and employee, partners, agents, or other relationship or legal association that would impose liability upon one Party for the act or failure to act of the other Party is, or is intended to be, created by this MOU for any purpose.
6. **Service Locations.** The Services to be provided by NCS under this MOU shall be performed on location, virtually, at NCS’s place of business, or at Chicago schools.
7. **Compliance with Laws.** NCS shall provide the Services in accordance with all applicable laws, ordinances, contracts, and FWISD Board Policies.
8. **Termination.** This MOU shall automatically terminate upon the earlier of completion of the Services or expiration of the MOU. In addition, each Party may terminate this MOU with or without cause upon thirty (30) days’ written notice to the other party

indicating the date of termination (which shall be after the date of such notice). In the event of termination or expiration: (i) NCS shall promptly deliver to FWISD confidential information in its possession and any Work Product (as defined in Section 11) not delivered to date (whether or not in final form), and thereafter; and (ii) FWISD shall pay NCS for satisfactorily completed work up to the effective date of termination.

9. **Modification.** This MOU shall constitute the full understanding between the Parties. No supplement, amendment, or modification of this MOU will be binding unless it is in writing and signed by authorized officers of each of the Parties.
10. **Confidentiality and Nondisclosure/Non-Use of Confidential Information or NCS and FWISD names.** The Parties shall not directly or indirectly disclose (or use for any purpose other than the provision of Services to FWISD) at any time either during the term of this MOU or following the termination or expiration thereof, any confidential or proprietary information, including but not limited to: information marked as confidential in writing or orally, donor lists and prospects, contacts, financial data, business opportunities for new or developing business, plans and models, trade secrets, personal information relating to its employees and consultants, information relating to specific schools, teachers, students or school districts, or any other information which reasonably would be known to constitute confidential or proprietary information. NCS agrees and acknowledges that FWISD is subject to the Texas Public Information Act (“TIPA”) and its limited exceptions. Upon a valid request under TIPA, FWISD will provide NCS with third party notice. NCS will be solely responsible for briefing the Texas Attorney General on why its confidential or proprietary information should be withheld from disclosure.

The Parties shall not, without the prior written approval, use the name or any trade name, trademark, or service mark of the other Party in press releases or in any form of advertising.

The Parties expressly acknowledge that the breach of the provisions of this Section 10 could result in irreparable harm to the parties, and therefore the injured party shall be entitled to seek injunctive or other equitable relief in the event of a breach or suspected breach. The provisions of this Section 10 shall survive termination or expiration of this MOU.

11. **Ownership of Work Product.** Work products developed by NCS shall be retained by NCS. NCS is providing FWISD with a nonexclusive, unlimited, perpetual, and irrevocable license to reuse and distribute the work products, with credit to NCS as the source. The provisions of this Section 11 shall survive termination or expiration of this MOU.
12. **Conflict of Interest.** During the term of this MOU, NCS shall not engage in activities that conflict with the business interests of FWISD, and/or impede the performance of the Services. During the term of this MOU, FWISD shall not engage in activities that conflict with the business interests of NCS, and/or impede the performance of the Services.
13. **Video and Audio Recording.** Video and audio recordings of NCS employees can only be made with written agreement from Adelic McCain.

14. **Assignment.** The rights, responsibilities and duties under this contract are personal to the NCS and must not be transferred or assigned without the express prior written approval of FWISD.
15. **Governing Law and Venue.** This MOU and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
16. **Alternative Dispute Resolution.** Claims and disputes associated with this MOU will not be resolved by arbitration or other alternative dispute resolution processes unless court ordered or otherwise mutually agreed to in writing by both Parties.
17. **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, pandemics, and strikes.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this MOU, which is effective as of the Effective Date.

UChicago Network for College Success: Adelric McCain, Director of Equity and National Impact

Signature

Date

Fort Worth Independent School District: Marcey Sorensen, Assistant Superintendent

Signature

Date

Scope of Work

In FY22, NCS will provide the following supports to FWISD:

1. Needs Assessment facilitated by 2 NCS Coaches
 - a. Collaborate with FWISD stakeholders to understand particular context and current practice, as well as strengths and areas for growth
 - b. Determine content, resource allocation, and delivery of professional development and supports in FY22
2. Virtual planning/preparation with FWISD stakeholders to determine scope and content of each FY22 professional development session. Focused on:
 - a. Leadership
 - b. Equity
 - c. Systems & Structures
 - d. Capacity Development
 - e. Freshman OnTrack
3. Professional Development for Central Office Leaders and Principals led by 3 NCS Coaches:
 - f. Beginning of Year professional development led 3 NCS Coaches for 4 days (in person)
 - g. Mid-Year virtual professional development led 3 NCS Coaches for 2 days
 - h. End of Year professional development led 3 NCS Coaches for 2 days (in person)
4. Virtual job-embedded coaching for District/School Leaders
 - a. 5 hours/month over 12 months of virtual coaching to build leader capacity and problem-solve
5. Professional Development on Freshman OnTrack led by 3 NCS Coaches
 - a. 4 days of professional development (in person)
 - b. Customized to support FWISD Freshman Success Coaches
 - c. Virtual planning with FWISD stakeholders beforehand to determine scope and content
6. Data Support for Central Office Leaders and School-Based Educators
 - a. 3 days of data support to build data systems, structures, and processes led by two NCS Data Strategists (in person)
 - b. 2 hours/month over 9 months of virtual coaching to build leader/educator capacity to monitor data systems and determine next steps

7. Demonstration School Visits

- a. 2 in-person visits to NCS Chicago partner schools to observe effective practice and create connections to the FWISD work
- b. 3 NCS Coaches for 2 days will design and facilitate the Demonstration School Visits
- c. Virtual planning with FWISD stakeholders beforehand to determine scope and content

University of Chicago Network for College Success	
FY22 Pricing for Professional Development Services for FWISD	
Description	Cost
Needs Assessment	
2 NCS Coaches for 3 days in Summer 2021	15,600
Preparation: document review, data review, etc.: 10 hours, 2 NCS Coaches	6,500
FY22 Professional Development & Condition Setting: Central Office Leaders & Principals	
Beginning of Year: 3 NCS Coaches for 4 in-person days	31,200
Mid-Year: 3 NCS Coaches virtually for 2 days	15,600
End of Year: 3 NCS Coaches for 2 in-person days	15,600
Preparation (combined): virtual planning with leaders; PD scope design: 40 hours, 2 NCS Coaches	26,000
Virtual Job-Embedded Coaching for District/School Leaders	
5 hours/month for 12 months of virtual coaching to build leader capacity and problem-solve	19,500
FY22 Professional Development: Freshman Success Coaches	
3 NCS Coaches for 4 in-person days	31,200
Preparation: virtual planning meeting with leaders; PD scope design: 20 hours, 2 NCS Coaches	13,000
Data Supports	
2 NCS Coaches for 3 in-person days (2 trips, 1.5 days each)	15,600
2 hours/month for 9 months of virtual coaching to build leader capacity to monitor data systems	5,850
Chicago Demonstration School Visits	
3 NCS Coaches for 2 days in Chicago (does not include FWISD travel costs)	15,600
School awards (\$5,000 per school to cover planning and facilitating time, substitute teacher costs, etc.)	10,000
Preparation: virtual planning meeting with leaders; PD scope design: 8 hours, 2 NCS Coaches	5,200
Travel for NCS Coaches	
4 trips: BOY & EOY sessions; PD for Freshman Success Coaches; Data Support PD	
Flights, hotels, rental car, and per diem for onsite professional learning	20,000
Estimates: flights at \$400 round trip, hotels at \$200/night, rental car at \$150/day, per diem at \$61/day	
TOTAL	246,450

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH TEXAS CHRISTIAN UNIVERSITY FOR CLINICAL INTERNSHIP/FIELD EXPERIENCE**

BACKGROUND:

The following Memorandum of Understanding (MOU) explains the collaboration between Texas Christian University (TCU) College of Education and Fort Worth ISD (FWISD) with the goal of improving educator preparation and FWISD student achievement. This is essentially a “student/clinical teach” for the 2021-2022 school year. There is no cost associated with this MOU. The District wants to engage with TCU to provide field experiences to clinical teachers (formerly student teachers) at FWISD campuses. Our participation in the program is to provide teacher mentors to student/clinical teachers enrolled in TCU at the request of the student/clinical teacher. FWISD is not obligated to provide all placements that may be requested.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Texas Christian University for Clinical Internship/Field Experience
2. Decline to Approve Memorandum of Understanding with Texas Christian University for Clinical Internship/Field Experience
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Texas Christian University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District mentors assigned to Texas Christian University Teacher Interns (Student Teachers)

RATIONALE:

This collaboration between FWISD and TCU will allow for placement of future educators in FWISD campuses and assist teacher interns who participate in the TCU Teacher Certification Program to be mentored by a FWISD teacher during field experience.

INFORMATION SOURCE:

Karen Molinar

Our Mission: To develop effective, ethical educators with a passion for learning.

**FIELD PLACEMENT FOR STUDENT OBSERVER AND/OR STUDENT/CLINICAL TEACHER
PLACEMENT AGREEMENT
2021-2022**

This Field Placement for Student Observer and/or Student/Clinical Teacher Placement Agreement (“AGREEMENT”) is entered into by Texas Christian University, hereinafter referred to as (“TCU”), and Fort Worth ISD hereinafter referred to as (“FWISD”) with its central administrative office located at *100 N. University Drive, Section G, Fort Worth, Texas 76107*.

TCU, a private educational institution of higher education, trains student observers and teacher candidates to fulfill their educational missions of the State of Texas at the Bachelor Degree level with intentions to complete the educator preparation program requirements for the Texas Education Agency certification process, and prepares candidates in elementary, middle and secondary authentic and/or virtual school campus settings.

FWISD is a public educational agency, deriving its legal status from the Constitution of the State of Texas and from the Texas Educational Code, whose main purpose is to educate students.

The parties mutually agree to enter into this Agreement for the purpose of providing a field placement and/or clinical practice authentic and/or virtual school site for one or more TCU students and/or candidates to participate in the educator preparation program at FWISD schools. Therefore, and in consideration of their mutual goals and desires, the parties enter in the following agreement:

I. Fort Worth ISD agrees to:

- a. Allow TCU student observers and/or teacher candidates to observe, teach, and provide hands-on and virtual assistance with the classroom teacher’s discretion in ethnically, linguistically and socio-economically diverse communities and populations with prior approval of FWISD administration or officials.
- b. Designate partner teachers (TEA Certified and no minimum number of years of experience) for student observers.
- c. Designate cooperating / mentor teachers who qualify and are willing to mentor student / clinical teachers. A qualified cooperating / mentor teacher will be in compliance with all applicable national and state accreditation requirements.
- d. Assist TCU with assessment and feedback of student observers and teacher candidates.
- e. Promptly notify TCU of any student observer or teacher candidate who violates a FWISD policy or the Texas Educator Code of Ethics.

II. TCU Program agrees to:

- a. Provide oversight of the educator preparation program for TCU students and teacher candidates.
- b. Ensure that each student observer and/or teacher candidate pass/es a background check required by FWISD before beginning any on-site and/or virtual observations or work at

- any Fort Worth ISD campus or facility.
- c. Obtain approval from Fort Worth ISD officials prior to assigning any student observer or teacher candidate to a school or campus in Fort Worth ISD.
- d. Ensure that student observers and teacher candidates comply with FWISD district policy, and state and federal laws.
- e. Ensure that student observers and teacher candidates understand and comply with the Family Educational Rights and Privacy Act (FERPA) with respect to protected, confidential Fort Worth ISD student information.
- f. Provide clear expectations in a timely manner regarding schedules, assignments, and assessments.
- g. Assign TCU faculty and staff who will support teacher candidates and cooperating/mentor teachers throughout the course of the field experience and/or clinical practice placement.

III. Additional Terms

- a. Nothing herein shall create any association, partnership, joint venture, joint enterprise, or agency relationship between the parties. In providing the foregoing services, the parties shall act as independent contractors.
- b. Nothing contained herein shall be construed as creating the relationship of employer and employee between Fort Worth ISD and TCU or between Fort Worth ISD student observers and/or teacher candidates. Furthermore, employees of TCU shall not be deemed as employees of Fort Worth ISD. In carrying out the terms of this Agreement, TCU and Fort Worth ISD shall select their own employees, and such employees shall be and act under the control of their respective employers and contracts.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal proceedings regarding this Agreement shall be in Tarrant County (Fort Worth, Texas 76107).
- d. Each party signing this Agreement affirms that it has legal authority to enter into this Agreement.
- e. TCU pre-service teacher candidates are held to the Code of Ethics and Standard Practices for Texas Educators are printed in the TCU COE Handbook. Pre-Service teacher candidates shall comply with state regulations, written local board policies, and other applicable state and federal laws.
- f. School partner will notify TCU of any teacher candidate conduct that violates the policies of the School District of the Code of Ethics and Standard Practices for Texas Educators.

IV. Term of Agreement *1 Year

- a. This Agreement shall become effective once it has been signed by both parties and shall continue in full force until July 31, 2022.

V. Legal Notices

- a. Legal notices required under this Agreement shall be mailed to:

Texas Christian University

c/o Dr. Karrabi W. Malin, Director of Clinical Teaching & Community Partnerships

TCU, College of Education

TCU Box 297900

Fort Worth, Texas 76129


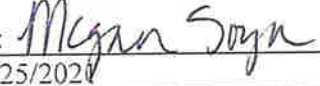
Legal notices required under this Agreement shall be mailed to:

Fort Worth ISD

Dr. Kent Paredes Scribner, Superintendent
100 N. University Drive, Section G
Fort Worth, Texas 76107
817-814-2734 / <https://www.fwisd.org>

Texas Christian University

AA
7/12/2021

<u>Fort Worth ISD</u>	<u>Texas Christian University</u>
Name:	Name: Frank Hernandez, PhD
Title:	Title: TCU, College of Education, Dean
Signature:	Signature: 
Date:	Date: 05/27/2021
	Name: Megan Soyer, CPA
	Title: TCU, Associate Provost
	Signature: 
	Date: 05/25/2021

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN YOUNG MEN’S LEADERSHIP ACADEMY AND BIG BROTHERS BIG SISTERS LONE STAR MENTORSHIP PROGRAM

BACKGROUND:

This Memorandum of Understanding will allow Young Men’s Leadership Academy (YMLA) the opportunity to have mentorship support through our Advancement Via Individual Determination (AVID) classes with Big Brothers Big Sisters. This is an opportunity to have a structured, professional, and sustainable mentorship through our Advisory Board and beyond. This program is at no cost to the campus, as it is funded by an external donor.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Big Brothers and Big Sisters Lone Star Mentorship Program
2. Decline to Approve Memorandum of Understanding with Big Brothers and Big Sisters Lone Star Mentorship Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Big Brothers and Big Sisters Lone Star Mentorship Program

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Big Brothers Big Sisters Lone Star - Greater Tarrant

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:

Young Men’s Leadership Academy

RATIONALE:

YMLA wants to create a sustainable mentorship program with mentors that will be committed to servicing our young men for the duration of their time enrolled at the campus. Our YMLA Advisory Board will be the first professionals trained by Big Brothers Big Sisters to be effective mentors in serving our scholars for academic and social emotional support. We want the framework of Big Brothers Big Sisters to incorporate our high school young men mentoring middle school young men by the third (3rd) year of the programming.

INFORMATION SOURCE:

David Saenz

**MEMORANDUM OF UNDERSTANDING
YOUNG MEN’S LEADERSHIP ACADEMY and BIG BROTHERS BIG SISTERS
LONE STAR**

STATEMENT OF PURPOSE

This Memorandum of Understanding (“MOU”) serves as an agreement between Big Brothers Big Sisters Lone Star – Greater Tarrant (referred to as BBBS) and the Young Men’s Leadership Academy of Fort Worth (referred to as YMLA), a campus of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas.

BBBS will combine efforts with YMLA to serve and support its student population to stay in school and matriculate to graduation. With the collaboration and support of YMLA, BBBS may provide its portfolio of mentoring and training programs to YMLA students as school priorities are identified and volunteer participation permits.

This MOU will be valid for a period of three (3) years, allowing for an annual review as necessary. The effective beginning date shall be August 1, 2021. To administer this MOU, BBBS and YMLA agree to collaborate on preparation efforts prior to MOU effective date.

The following is a detailed description of Big Brothers Big Sisters’ current mentoring and training programs, as well as a listing of each party’s related roles and responsibilities. There is no cost to YMLA for the BBBS mentoring program.

BBBS PROGRAMS

At the center of all of Big Brothers Big Sisters’ mentoring programs are one-to-one relationships. In the traditional programs, each mentor (a “Big Brother” or “Big Sister” or “Big”) spends time with his/her mentee (a “Little Brother” or “Little Sister”) each week—at least twice each month. BBBS has developed an array of program options (briefly described below) to best engage volunteer mentors and the students who need them.

Little Brothers or Little Sisters in the traditional Community Based and School/Site Based mentoring programs are typically ages 7 to 14 at enrollment, and high school students are targeted as “Littles” or even “Bigs” in some partnerships. Once matched, Bigs and Littles are encouraged to remain together until the Little graduates from high school or turns 18 (whichever comes last). However, if the match wishes to remain in the BBBS program, a match may stay “active” through age 21 via our Post-Secondary Success Program.

Community Based (“CB”) Mentoring is the “classic” mentoring model, where the volunteer Big goes to the child’s home and takes the child into the community (to libraries, sporting or cultural events, the mall, the park, etc.) in order to spend time together. In a CB program, the child’s parent(s)/guardian(s) joins the match relationship—participating in the enrollment interview and monthly match support contacts. When in-person interactions are not advised or feasible, the Bigs and Littles remain connected virtually, taking advantage of telephone (calls, texts and

FaceTime) and online options (planned Zoom interactions, approved social media and game channels, etc.).

School/Site-Based (“SB”) Mentoring is similar to the CB program, except that most contact occurs during the school day at the Little’s school, and a school liaison is identified to provide support. Bigs often eat lunch with their Little or the match will “hang out” in the school’s library, gym, computer lab, or other designated space. A School Based program happens at a school. A Site Based program happens at a designated and supervised non-school location, such as at a Boys and Girls Club site, a city library, etc. With parent/guardian permission, matches may communicate virtually/electronically (phone/text/video calls) when the student is not at the school or site.

While there is not as much parental involvement in a SB match (not requiring a parent interview during enrollment, for example), a parent/guardian must give signed, written consent for their child to participate in the program, and participation in match support contacts at least three (3) times a year is required.

SB matches wanting to have contact (once or twice a month) outside of the school/site setting can transition to a “School Plus” match. Away-from-school contact always starts and ends at the child’s home. A Big is never to take his/her Little from the school/site location. For a School Plus match to happen, the Little’s parent/guardian must be interviewed and agree to participate in monthly match support contacts.

- **High School Bigs Program (“HSB”)** is a SB program involving high school students, ages 15 and older, to serve as Bigs. Typically HSB programs match students from high school classes (such as AVID or PAL) with elementary or early middle school students at a neighboring or same school. BBBS staff actively provide additional supervision and support to these programs, as both the Littles and teen Bigs are viewed as beneficiaries of the experience.
- **Faith Based Partnerships** connect a church/congregation to a local elementary or middle school via a SB program. Congregation leadership provides volunteer recruitment and school/volunteer support, while BBBS staff provide professional volunteer and child enrollment and match support services. The training includes clear direction related to refraining from any kind of proselytizing.
- **Beyond School Walls (“BSW”)** initiative is a site-based mentoring program in reverse, where BBBS brings groups of students to a partner’s workplace, allowing each Big/Little match to spend time together in a corporate (or similar) setting. BSW programs can meet during the day (often over lunch) or immediately after school. BSW Bigs are also encouraged, as approved by the schools, to periodically visit their Littles and the Little’s school, as well.
- **Generations** brings groups of students from their elementary school to a local retirement center or recreation facility, allowing students to be mentored by residents/participants there. BBBS staff provide on-site supervision and support, as well as transportation from and back to the students’ school

When in-person interactions at the Little's school are not advised (such as during "Stay At Home" orders), the Bigs and Littles, with parent/guardian approval and participation in match support, remain connected virtually, taking advantage (as approved by the parent/guardian and BBBS staff) of telephone and online options. These matches are also asked to communicate twice each month on BBBS of America's new APP – a staff-monitored proprietary platform for communication, monitoring and support.

mentor2.0 is a technology-based program that uses structured online written exchanges through a secure platform to enhance the match relationship between adult mentors and high school student mentees. Weekly online written communication and in-person group events (held about once a month during the school year) follow an established curriculum focused on the development of non-cognitive skills, increasing college knowledge, and exploring career options— all helping the high school students do better in school and graduate college ready. This model involves entire classrooms/cohorts of students at a school, as each student has his/her own mentor—writing back and forth to one another each week,

The mentor2.0 program is able to continue when students are required to participate in school from home, as the program is already based on online interactions. During these times, video chat sessions for the group are set up and monitored by BBBS staff, enabling the mentor2.0 matches to connect with one another each month instead of meeting as a group monthly at the school. BBBS staff will also continue providing weekly curriculum-based lessons either live through video technology or through prerecorded sessions.

eMentoring (NEW) is a full service delivery model that utilizes BBBS's proprietary technology. The eMentoring program has been created to connect youth virtually to volunteer mentors. This mentoring option enables youth who historically have struggled to be matched to now have a Big despite the typical roadblocks of time, distance and local volunteer availability. In this program, Bigs and Littles, with parent/guardian support and involvement, will connect virtually each week (via phone or approved online platforms), and will log into The App at least twice a month, as well. eMentoring matches are enrolled and supported in the same way as CB program matches, engaging the parent/guardian as a full participant in the match's oversight and success.

Post-Secondary Success Program (PSSP) is an opportunity for matches to continue with BBBS after graduation while being assisted in all matters of college and career success. The first years after high school are stressful years in a young adult's life, and fundamental for future success. The continued guidance of mentors is important in boosting mentees' independence and well-being.

Students who are served through the CB, eMentoring or PSSP programs are handled entirely between Big Brothers Big Sisters and the children's parent/legal guardian.

Within each of the aforementioned mentoring programs, each student and mentor has a professional staff member (called a Match Support Specialist for the traditional mentoring programs and a Partnership Specialist in the mentor2.0 program) that performs three functions:

- Supervision of the match relationship, including providing activities and ongoing training for the mentors.

- Proactive resource linkage to address the student's/family's needs.
- Function as a liaison between BBBS and school staff at their assigned school locations.

ROLES AND RESPONSIBILITIES

In order for each mentoring partnership to work efficiently and effectively, the roles and responsibilities for each party must be defined.

Under this MOU for all School Based programs:

BBBS WILL:

1. Recruit volunteers for the program.
2. Screen volunteers who have completed the following: application including two (2) references, employment history, residence history, criminal background check, and in-person interview. Volunteers will be accepted into the program in accordance with Big Brothers Big Sisters of America's Standards of Practice and Service Delivery expectations.
3. Maintain volunteer information according to the terms of the BBBS Confidentiality Agreement that each volunteer signs.
4. Adhere to all federal, state and local laws concerning: student confidentiality, the administration of surveys, and nondiscrimination.
5. Train volunteers to work with youth, and advise them of YMLA policies and procedures for volunteers in the schools as well as guidelines for satisfactory progress at the student's grade level.
6. Provide orientation and materials on the BBBS mentoring program to assigned school liaisons at YMLA.
7. Inform school staff about the requirements of the program and maintain ongoing contact with the school liaison.
8. Interview and provide program orientation to the student after obtaining parental consent using the BBBS Parent Permission Form. Students will be interviewed at the school or virtually (using video-meeting technology). Information will be kept confidential according to FERPA guidelines and school policy.
9. Collaborate with school liaison to make appropriate social service referrals for families enrolled in the program.
10. Strategically match students and mentors using information obtained from the volunteer and student, paying close attention to the strengths and interests of the mentor to align with the student's needs and development.
11. Introduce the student, mentor, and Match Support Specialist at the school for SB mentoring, or virtually via video meeting technology), reviewing the rules of the program. BBBS will inform the school liaison of the new match and confirm procedures for obtaining information on the student's school progress.
12. Inform in writing, by letter or email, the parent/guardian when their child is matched to a mentor, inviting the parent to become engaged in and supportive of the match relationship, sending home with the student or via email a BBBS parent handbook.
13. Develop match goals for each student based on information obtained from the referral form, guiding the mentor in how to best help the student achieve his/her goals.

14. Maintain at least monthly contact with the Big and Little for the first year, and then every other month contact for each year thereafter. Maintain at least monthly contact with the school liaison and twice a year contact with the parent/guardian.
15. Make available to appropriate matches the School Plus program, making possible (with additional screening, parental involvement and consent, and match support services) outside-of-school contact between Big and Little.
16. Conduct yearly evaluations with the Big, Little, parent (when possible) and school liaison to measure the progress of the student and the mentoring relationship. This would require obtaining survey information from school personnel, grade reports, standardized test scores, attendance and other evaluation data as needed.
17. Work with school liaisons to support youth and their families.
18. Provide periodic updates to designated school personnel regarding the progress of the mentoring program.

YMLA WILL:

1. Designate a school liaison who acts as a contact for the agency and assures that access and information are available to BBBS representatives.
2. Provide a place for mentors and students to meet.
3. Recruit and refer students, based on the eligibility criteria defined by the agency, via the school liaison.
4. Inform relevant school staff of the student's participation and make any special arrangements on campus, customarily through the school liaison, to support meetings between the Big and the Little, while not impacting student instruction.
5. Assist BBBS in obtaining parental permission for students to participate in the voluntary program by sending home paperwork or sending electronic links on behalf of BBBS, via the school liaison. Any paperwork or electronic links provided by BBBS must be first approved in writing by YMLA prior to distribution. Additionally YMLA will seek ways to support BBBS efforts to enhance parental support of the mentoring program and match relationships.
6. Assist, to the extent possible, with the referral of volunteer mentors by connecting BBBS to any corporate, church, or other partners of YMLA, or any other opportunities that arise.
7. Assist, to the extent possible, with the referral of funding sources by connecting BBBS to any government, school district, corporate or other partners of YMLA, or any other opportunities that arise.
8. Collaborate with BBBS to support grants and other funding to support the implementation and growth of the mentoring program for YMLA.
9. Work with BBBS to support youth and their families with wraparound services as needed.
10. Provide informational materials and links to BBBS to be used to enhance the mentoring program and match relationships.

Under this MOU for all mentor2.0 programs:

mentor2.0 will be offered to designated cohorts of students. Students within each new student cohort will be matched in mentor2.0 as soon as enough volunteer mentors have been recruited and screened to serve a complete classroom of targeted students, with additional classes being added as soon as additional mentors are ready to be matched.

Volunteer mentors and mentees will interact through weekly online written exchanges, guided by curriculum prompts. Once each month throughout the school year, on a schedule to be agreed to between each school and BBBS, mentors and mentees will participate in a BBBS-guided group event at the mentee's school or other appropriate location. BBBS will coordinate with each school at least one additional opportunity for each mentee to meet with their mentor at a make-up event (should the match not be able to meet at the regularly scheduled in-person event). If in-person meetings between mentors and mentees is not possible at the school, BBBS will provide online meeting alternatives using video-conferencing technology (such as Zoom) that is able to be monitored by BBBS staff.

BBBS commits to providing each student a mentor through their graduation from high school, as long as he/she remains in the mentor2.0 program. BBBS encourages mentors to stay matched through graduation, and many move into our PSSP as described above.

BBBS WILL:

1. Conduct a weekly mentor2.0 session with students enrolled in mentor2.0 during one in-school class period, embedded in a core academic subject or advisory class of at least 45 minutes. Regularly scheduled (approximately once each month during the school year) events that reinforce the mentoring curriculum will be coordinated and staffed by BBBS and are to be attended in-person by mentors and mentees.
2. Facilitate mentor-mentee interaction using a multi-year, research-informed mentoring curriculum around college-ready skills and non-classroom drivers of academic engagement. BBBS will also provide and facilitate college preparatory resources, "21st century" career skills development, and access to additional opportunities through BBBS' network.
3. Screen potential mentors who have completed an application: including two references, employment history, residence history, criminal background check, and an interview (to take place in person, or through video chat). Mentors will be accepted into the mentoring program in accordance with mentor2.0 standards of practice and service delivery expectations.
4. Students will be pre-selected by each school, must have written parental permission to participate in the program, will be required to complete a mentee intake profile, participate in an orientation session at the school (or online), and complete a brief enrollment interview that is completed by BBBS staff.
5. Provide weekly classroom facilitation; regularly-scheduled (typically once per month) mentor-mentee event coordination and staffing; software platform for facilitating mentoring relationships; and curriculum development.

YMLA WILL:

1. Designate at least one school staff person to serve as the mentor2.0 Liaison, working with BBBS's leadership and the staff designated to administer the mentor2.0 program at the school, and meeting with BBBS staff at least three (3) times per year to discuss program progress and performance.
2. Align and integrate BBBS Partnership Specialist and program into all aspects of the school culture.

3. Enroll all students who attend mentor2.0-serviced classes at each school into the mentor2.0 program.
4. Provide parents with written information from BBBS detailing mentor2.0 program including consent forms for each child to participate in the program.
5. Dedicate one weekly class period (at least 45 minutes of time) in an internet-enabled computer lab or classroom with internet-enabled computers or laptops, embedded in a core academic subject or advisory class, during the school day (i.e., not after school) for in-school mentor2.0 programming.
6. Use reasonable efforts to provide at least one (1) weekly make-up session in an internet-enabled computer lab, or in a classroom equipped with internet-enabled computers or laptops for students who miss their regularly scheduled mentor2.0 session; provide availability of one teacher to co-facilitate each mentor2.0 session alongside a BBBS staff member; provide availability of teachers and/or other support staff to chaperone the students to the regularly-scheduled mentor2.0 events; and dedicate at least an additional hour per week of teachers' time to communicate with mentor2.0 staff and students, as needed.
7. Make available appropriate school facilities (such as the school's library, cafeteria and/or gym) for each scheduled group session, making sure facilities are accessible and adequately staffed by school personnel (such as the mentor2.0 Liaison and the mentor2.0 teachers for each grade level cohort).

This MOU is subject to review and revision at the request of either party by August 1st of each year. Either party may terminate this MOU by giving at least three (3) months' notice of the desired date of termination.

DD
AM

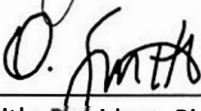
Signatures:



 Rodney White, Principal, Young Men's Leadership Academy

5/11/2021

 Date



 Ozzie Smith, President, Big Brothers Big Sisters - Greater Tarrant

05/10/2021

 Date



 Holly Kemp, Sr. VP of Program & Operations - Greater Tarrant

5/10/2021

 Date

Fort Worth Independent School District

Signature: _____
 Name: Tobi Jackson
 Title: Board President
 Date:

Signature: _____
 Name: Kent P. Scribner, Ph. D.
 Title: Superintendent of Schools
 Date:

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN YOUNG WOMEN’S LEADERSHIP ACADEMY AND BIG BROTHERS AND BIG SISTERS LONE STAR MENTORSHIP PROGRAM

BACKGROUND:

This Memorandum of Understanding will allow Young Women’s Leadership Academy (YWLA) the opportunity to have mentorship support through our advisory classes with Big Brothers Big Sisters. This is an opportunity to have a structured, professional, and sustainable mentorship with our Community stakeholders and private partnerships. This program is at no cost to the campus, as it is funded by an external donor.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Young Women’s Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program
2. Decline to Approve Memorandum of Understanding Between Young Women’s Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Young Women’s Leadership Academy and Big Brothers Big Sisters Lone Star Mentorship Program

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Big Brothers Big Sisters Lone Star - Greater Tarrant

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

Young Women’s Leadership Academy

RATIONALE:

YMLA wants to create a sustainable mentorship program with mentors that will be committed to servicing our young women for the duration of their time enrolled at our campus. Our YWLA stakeholders will be our first source of professionals trained by Big Brothers Big Sisters to be effective mentors in serving our scholars for academic and social emotional support. We want to take the framework of Big Brothers Big Sisters to incorporate our high school young women mentoring middle school young women by the third (3rd) year of the programming

INFORMATION SOURCE:

David Saenz

MEMORANDUM OF UNDERSTANDING YOUNG WOMEN'S LEADERSHIP ACADEMY and BIG BROTHERS BIG SISTERS LONE STAR

STATEMENT OF PURPOSE

This Memorandum of Understanding ("MOU") serves as an agreement between Big Brothers Big Sisters Lone Star – Greater Tarrant (referred to as BBBS) and the Young Women's Leadership Academy of Fort Worth (referred to as YWLA), a campus of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas.

BBBS will combine efforts with YWLA to serve and support its student population to stay in school and matriculate to graduation. With the collaboration and support of YWLA, BBBS may provide its portfolio of mentoring and training programs to YWLA students as school priorities are identified and volunteer participation permits.

This MOU will be valid for a period of three (3) years, allowing for an annual review as necessary. The effective beginning date shall be August 1, 2021. To administer this MOU, BBBS and YWLA agree to collaborate on preparation efforts prior to MOU effective date.

The following is a detailed description of Big Brothers Big Sisters' current mentoring and training programs, as well as a listing of each party's related roles and responsibilities. There is no cost to YWLA for the BBBS mentoring program.

BBBS PROGRAMS

At the center of all of Big Brothers Big Sisters' mentoring programs are one-to-one relationships. In the traditional programs, each mentor (a "Big Brother" or "Big Sister" or "Big") spends time with his/her mentee (a "Little Brother" or "Little Sister") each week—at least twice each month. BBBS has developed an array of program options (briefly described below) to best engage volunteer mentors and the students who need them.

Little Brothers or Little Sisters in the traditional Community Based and School/Site Based mentoring programs are typically ages 7 to 14 at enrollment, and high school students are targeted as "Littles" or even "Bigs" in some partnerships. Once matched, Bigs and Littles are encouraged to remain together until the Little graduates from high school or turns 18 (whichever comes last). However, if the match wishes to remain in the BBBS program, a match may stay "active" through age 21 via our Post-Secondary Success Program.

Community Based ("CB") Mentoring is the "classic" mentoring model, where the volunteer Big goes to the child's home and takes the child into the community (to libraries, sporting or cultural events, the mall, the park, etc.) in order to spend time together. In a CB program, the child's parent(s)/guardian(s) joins the match relationship—participating in the enrollment interview and monthly match support contacts. When in-person interactions are not advised or feasible, the Bigs and Littles remain connected virtually, taking advantage of telephone (calls, texts and

FaceTime) and online options (planned Zoom interactions, approved social media and game channels, etc.).

School/Site-Based (“SB”) Mentoring is similar to the CB program, except that most contact occurs during the school day at the Little’s school, and a school liaison is identified to provide support. Bigs often eat lunch with their Little or the match will “hang out” in the school’s library, gym, computer lab, or other designated space. A School Based program happens at a school. A Site Based program happens at a designated and supervised non-school location, such as at a Boys and Girls Club site, a city library, etc. With parent/guardian permission, matches may communicate virtually/electronically (phone/text/video calls) when the student is not at the school or site.

While there is not as much parental involvement in a SB match (not requiring a parent interview during enrollment, for example), a parent/guardian must give signed, written consent for their child to participate in the program, and participation in match support contacts at least three (3) times a year is required.

SB matches wanting to have contact (once or twice a month) outside of the school/site setting can transition to a “School Plus” match. Away-from-school contact always starts and ends at the child’s home. A Big is never to take his/her Little from the school/site location. For a School Plus match to happen, the Little’s parent/guardian must be interviewed and agree to participate in monthly match support contacts.

- **High School Bigs Program (“HSB”)** is a SB program involving high school students, ages 15 and older, to serve as Bigs. Typically HSB programs match students from high school classes (such as AVID or PAL) with elementary or early middle school students at a neighboring or same school. BBBS staff actively provide additional supervision and support to these programs, as both the Littles and teen Bigs are viewed as beneficiaries of the experience.
- **Faith Based Partnerships** connect a church/congregation to a local elementary or middle school via a SB program. Congregation leadership provides volunteer recruitment and school/volunteer support, while BBBS staff provide professional volunteer and child enrollment and match support services. The training includes clear direction related to refraining from any kind of proselytizing.
- **Beyond School Walls (“BSW”)** initiative is a site-based mentoring program in reverse, where BBBS brings groups of students to a partner’s workplace, allowing each Big/Little match to spend time together in a corporate (or similar) setting. BSW programs can meet during the day (often over lunch) or immediately after school. BSW Bigs are also encouraged, as approved by the schools, to periodically visit their Littles and the Little’s school, as well.
- **Generations** brings groups of students from their elementary school to a local retirement center or recreation facility, allowing students to be mentored by residents/participants there. BBBS staff provide on-site supervision and support, as well as transportation from and back to the students’ school

When in-person interactions at the Little’s school are not advised (such as during “Stay At Home” orders), the Bigs and Littles, with parent/guardian approval and participation in match support, remain connected virtually, taking advantage (as approved by the parent/guardian and BBBS staff) of telephone and online options. These matches are also asked to communicate twice each month on BBBS of America’s new APP – a staff-monitored proprietary platform for communication, monitoring and support.

mentor2.0 is a technology-based program that uses structured online written exchanges through a secure platform to enhance the match relationship between adult mentors and high school student mentees. Weekly online written communication and in-person group events (held about once a month during the school year) follow an established curriculum focused on the development of non-cognitive skills, increasing college knowledge, and exploring career options— all helping the high school students do better in school and graduate college ready. This model involves entire classrooms/cohorts of students at a school, as each student has his/her own mentor—writing back and forth to one another each week,

The mentor2.0 program is able to continue when students are required to participate in school from home, as the program is already based on online interactions. During these times, video chat sessions for the group are set up and monitored by BBBS staff, enabling the mentor2.0 matches to connect with one another each month instead of meeting as a group monthly at the school. BBBS staff will also continue providing weekly curriculum-based lessons either live through video technology or through prerecorded sessions.

eMentoring (NEW) is a full service delivery model that utilizes BBBS's proprietary technology. The eMentoring program has been created to connect youth virtually to volunteer mentors. This mentoring option enables youth who historically have struggled to be matched to now have a Big despite the typical roadblocks of time, distance and local volunteer availability. In this program, Bigs and Littles, with parent/guardian support and involvement, will connect virtually each week (via phone or approved online platforms), and will log into The App at least twice a month, as well. eMentoring matches are enrolled and supported in the same way as CB program matches, engaging the parent/guardian as a full participant in the match’s oversight and success.

Post-Secondary Success Program (PSSP) is an opportunity for matches to continue with BBBS after graduation while being assisted in all matters of college and career success. The first years after high school are stressful years in a young adult’s life, and fundamental for future success. The continued guidance of mentors is important in boosting mentees’ independence and well-being.

Students who are served through the CB, eMentoring or PSSP programs are handled entirely between Big Brothers Big Sisters and the children’s parent/legal guardian.

Within each of the aforementioned mentoring programs, each student and mentor has a professional staff member (called a Match Support Specialist for the traditional mentoring programs and a Partnership Specialist in the mentor2.0 program) that performs three functions:

- Supervision of the match relationship, including providing activities and ongoing training for the mentors.

- Proactive resource linkage to address the student's/family's needs.
- Function as a liaison between BBBS and school staff at their assigned school locations.

ROLES AND RESPONSIBILITIES

In order for each mentoring partnership to work efficiently and effectively, the roles and responsibilities for each party must be defined.

Under this MOU for all School Based programs:

BBBS WILL:

1. Recruit volunteers for the program.
2. Screen volunteers who have completed the following: application including two (2) references, employment history, residence history, criminal background check, and in-person interview. Volunteers will be accepted into the program in accordance with Big Brothers Big Sisters of America's Standards of Practice and Service Delivery expectations.
3. Maintain volunteer information according to the terms of the BBBS Confidentiality Agreement that each volunteer signs.
4. Adhere to all federal, state and local laws concerning: student confidentiality, the administration of surveys, and nondiscrimination.
5. Train volunteers to work with youth, and advise them of YWLA policies and procedures for volunteers in the schools as well as guidelines for satisfactory progress at the student's grade level.
6. Provide orientation and materials on the BBBS mentoring program to assigned school liaisons at YWLA.
7. Inform school staff about the requirements of the program and maintain ongoing contact with the school liaison.
8. Interview and provide program orientation to the student after obtaining parental consent using the BBBS Parent Permission Form. Students will be interviewed at the school or virtually (using video-meeting technology). Information will be kept confidential according to FERPA guidelines and school policy.
9. Collaborate with school liaison to make appropriate social service referrals for families enrolled in the program.
10. Strategically match students and mentors using information obtained from the volunteer and student, paying close attention to the strengths and interests of the mentor to align with the student's needs and development.
11. Introduce the student, mentor, and Match Support Specialist at the school for SB mentoring, or virtually via video meeting technology), reviewing the rules of the program. BBBS will inform the school liaison of the new match and confirm procedures for obtaining information on the student's school progress.
12. Inform in writing, by letter or email, the parent/guardian when their child is matched to a mentor, inviting the parent to become engaged in and supportive of the match relationship, sending home with the student or via email a BBBS parent handbook.
13. Develop match goals for each student based on information obtained from the referral form, guiding the mentor in how to best help the student achieve his/her goals.

14. Maintain at least monthly contact with the Big and Little for the first year, and then every other month contact for each year thereafter. Maintain at least monthly contact with the school liaison and twice a year contact with the parent/guardian.
15. Make available to appropriate matches the School Plus program, making possible (with additional screening, parental involvement and consent, and match support services) outside-of-school contact between Big and Little.
16. Conduct yearly evaluations with the Big, Little, parent (when possible) and school liaison to measure the progress of the student and the mentoring relationship. This would require obtaining survey information from school personnel, grade reports, standardized test scores, attendance and other evaluation data as needed.
17. Work with school liaisons to support youth and their families.
18. Provide periodic updates to designated school personnel regarding the progress of the mentoring program.

YWLA WILL:

1. Designate a school liaison who acts as a contact for the agency and assures that access and information are available to BBBS representatives.
2. Provide a place for mentors and students to meet.
3. Recruit and refer students, based on the eligibility criteria defined by the agency, via the school liaison.
4. Inform relevant school staff of the student's participation and make any special arrangements on campus, customarily through the school liaison, to support meetings between the Big and the Little, while not impacting student instruction.
5. Assist BBBS in obtaining parental permission for students to participate in the voluntary program by sending home paperwork or sending electronic links on behalf of BBBS, via the school liaison. Any paperwork or electronic links provided by BBBS must be first approved in writing by YWLA prior to distribution. Additionally YWLA will seek ways to support BBBS efforts to enhance parental support of the mentoring program and match relationships.
6. Assist, to the extent possible, with the referral of volunteer mentors by connecting BBBS to any corporate, church, or other partners of YWLA, or any other opportunities that arise.
7. Assist, to the extent possible, with the referral of funding sources by connecting BBBS to any government, school district, corporate or other partners of YWLA, or any other opportunities that arise.
8. Collaborate with BBBS to support grants and other funding to support the implementation and growth of the mentoring program for YWLA.
9. Work with BBBS to support youth and their families with wraparound services as needed.
10. Provide informational materials and links to BBBS to be used to enhance the mentoring program and match relationships.

Under this MOU for all mentor2.0 programs:

mentor2.0 will be offered to designated cohorts of students. Students within each new student cohort will be matched in mentor2.0 as soon as enough volunteer mentors have been recruited and screened to serve a complete classroom of targeted students, with additional classes being added as soon as additional mentors are ready to be matched.

Volunteer mentors and mentees will interact through weekly online written exchanges, guided by curriculum prompts. Once each month throughout the school year, on a schedule to be agreed to between each school and BBBS, mentors and mentees will participate in a BBBS-guided group event at the mentee's school or other appropriate location. BBBS will coordinate with each school at least one additional opportunity for each mentee to meet with their mentor at a make-up event (should the match not be able to meet at the regularly scheduled in-person event). If in-person meetings between mentors and mentees is not possible at the school, BBBS will provide online meeting alternatives using video-conferencing technology (such as Zoom) that is able to be monitored by BBBS staff.

BBBS commits to providing each student a mentor through their graduation from high school, as long as he/she remains in the mentor2.0 program. BBBS encourages mentors to stay matched through graduation, and many move into our PSSP as described above.

BBBS WILL:

1. Conduct a weekly mentor2.0 session with students enrolled in mentor2.0 during one in-school class period, embedded in a core academic subject or advisory class of at least 45 minutes. Regularly scheduled (approximately once each month during the school year) events that reinforce the mentoring curriculum will be coordinated and staffed by BBBS and are to be attended in-person by mentors and mentees.
2. Facilitate mentor-mentee interaction using a multi-year, research-informed mentoring curriculum around college-ready skills and non-classroom drivers of academic engagement. BBBS will also provide and facilitate college preparatory resources, "21st century" career skills development, and access to additional opportunities through BBBS' network.
3. Screen potential mentors who have completed an application: including two references, employment history, residence history, criminal background check, and an interview (to take place in person, or through video chat). Mentors will be accepted into the mentoring program in accordance with mentor2.0 standards of practice and service delivery expectations.
4. Students will be pre-selected by each school, must have written parental permission to participate in the program, will be required to complete a mentee intake profile, participate in an orientation session at the school (or online), and complete a brief enrollment interview that is completed by BBBS staff.
5. Provide weekly classroom facilitation; regularly-scheduled (typically once per month) mentor-mentee event coordination and staffing; software platform for facilitating mentoring relationships; and curriculum development.

YWLA WILL:

1. Designate at least one school staff person to serve as the mentor2.0 Liaison, working with BBBS's leadership and the staff designated to administer the mentor2.0 program at the school, and meeting with BBBS staff at least three (3) times per year to discuss program progress and performance.
2. Align and integrate BBBS Partnership Specialist and program into all aspects of the school culture.

3. Enroll all students who attend mentor2.0-serviced classes at each school into the mentor2.0 program.
4. Provide parents with written information from BBBS detailing mentor2.0 program including consent forms for each child to participate in the program.
5. Dedicate one weekly class period (at least 45 minutes of time) in an internet-enabled computer lab or classroom with internet-enabled computers or laptops, embedded in a core academic subject or advisory class, during the school day (i.e., not after school) for in-school mentor2.0 programming.
6. Use reasonable efforts to provide at least one (1) weekly make-up session in an internet-enabled computer lab, or in a classroom equipped with internet-enabled computers or laptops for students who miss their regularly scheduled mentor2.0 session; provide availability of one teacher to co-facilitate each mentor2.0 session alongside a BBBS staff member; provide availability of teachers and/or other support staff to chaperone the students to the regularly-scheduled mentor2.0 events; and dedicate at least an additional hour per week of teachers' time to communicate with mentor2.0 staff and students, as needed.
7. Make available appropriate school facilities (such as the school's library, cafeteria and/or gym) for each scheduled group session, making sure facilities are accessible and adequately staffed by school personnel (such as the mentor2.0 Liaison and the mentor2.0 teachers for each grade level cohort).

This MOU is subject to review and revision at the request of either party by August 1st of each year. Either party may terminate this MOU by giving at least three (3) months' notice of the desired date of termination.

Signatures:

02



 Tamara Albury, Principal, Young Women's Leadership Academy

6/1/2021

 Date



 Ozzie Smith, President, Big Brothers Big Sisters - Greater Tarrant

5/27/2021

 Date



 Holly Kemp, Sr. VP of Program & Operations - Greater Tarrant

5/27/2021

 Date

Fort Worth Independent School District

Signature: _____
 Name: Tobi Jackson
 Title: Board President

Date: _____
 Signature: _____
 Name: Kent P. Scribner, Ph. D.
 Title: Superintendent of Schools
 Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE FORT WORTH CHAMBER OF COMMERCE

BACKGROUND:

The Fort Worth ISD (FWISD) and the Fort Worth Chamber of Commerce (FWCC) propose the renewal of this Memorandum of Understanding (MOU) that seeks to be a model for the nation. The goal is the development of a diverse talent pipeline for Fort Worth employers while connecting FWISD students to post-secondary education and career pathways. This MOU recognizes that an educated populace and an economically vibrant community are inextricably linked. The success of this program will continue to contribute in providing the City of Fort Worth (the City) with a highly prepared work force and make the City an attractive location for both existing and new businesses.

The FWCC’s partnership with FWISD aligns with the Chamber’s strategic goal of increasing the City’s talent supply in targeted industries by (ten percent) 10%. The partnership supports the Fort Worth ISD’s mission of preparing all students for college, career, and community leadership.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with the Fort Worth Chamber of Commerce
2. Decline to Approve Memorandum of Understanding with the Fort Worth Chamber of Commerce
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with the Fort Worth Chamber of Commerce

FUNDING SOURCE

Additional Details

General Fund

199-21-6299-001-999-22-221-000000

COST:

\$40,000

VENDOR:

Fort Worth Chamber of Commerce

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

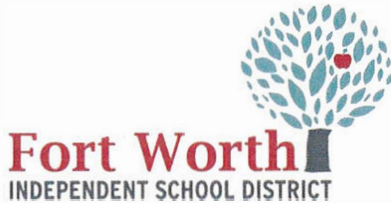
Career and Technical Education Department

RATIONALE:

This partnership supports FWISD’s three goals, early literacy, middle years’ math, and, perhaps most importantly, high school completion and college and career readiness. Through this partnership, both parties have worked to implement and strengthen a new and evolved relationship that supports the District’s Gold Seal, Career and Technical Education (CTE), Vital Link, and elementary school initiatives.

INFORMATION SOURCE:

David Saenz



MEMORANDUM OF UNDERSTANDING BETWEEN THE FORT WORTH CHAMBER OF COMMERCE AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and among the Fort Worth Chamber of Commerce (hereinafter referred to as "FWCC") 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"; together with FWCC, the "Parties") and sets forth the roles of the Parties in regard to the implementation of a workforce development partnership.

This Agreement supersedes any and all previous documents or agreements defining the role or scope of involvement FWCC has in support of the Program, as defined below.

OVERALL PROGRAM MODEL

FWISD and the FWCC are entering into a memorandum of understanding that seeks to be a model for the nation. The goal is the development of a diverse talent pipeline for Fort Worth employers while connecting FWISD students to post-secondary education and career pathways (the "Program"). This Agreement recognizes that an educated populace and an economically vibrant community are inextricably linked. The success of this program will contribute in providing Fort Worth with a highly prepared work force and make the city an attractive location for both existing and new businesses.

The FWCC's partnership with FWISD aligns with FWCC's strategic goal of increasing Fort Worth's talent supply in targeted industries by 10%. It supports the FWISD's mission of preparing all students for college, career, and community leadership. This aligns with FWCC's strategic goals, as well.

FWCC also views collaboration by employers with school districts as a best practice for talent development, attraction, and retention. The partnership addendum outlines specific ways in which community stakeholders can engage with FWISD to demonstrate their commitment as partners and attract, develop, and retain employees.

This partnership supports FWISD's three goals, early literacy, middle years' math, and, perhaps most importantly, high school completion and college and career readiness. Through this partnership, FWISD and FWCC will work to implement and strengthen a new and evolved relationship that supports the District's Gold Seal, CTE, and Vital Link, initiatives.

THE WORK

This FWISD-FWCC partnership will work to develop a diverse talent pipeline for employers and connect students to career pathways. The goals of this Agreement are specific, yet both FWCC and FWISD recognize that this is new ground and both entities will keep this in mind as we grow our newly defined partnership. FWCC and FWISD adopt the idea that our work is both aspirational and attainable. Outstanding attributes of this Agreement include:

- Exposing all students to career opportunities in high-demand occupations, including engineering, healthcare, finance, and information technology – and information on how to pursue the education and training to enter these opportunities.
- Informing educational leaders, counselors, and teachers about current and future employer needs and industry knowledge.
- Helping employers learn more about education as a community resource and talent pool.

The work-based learning deliverables, outlined in the attached Appendix A, will strengthen the PK - 20 educational pipeline vital to industry success in Fort Worth. These deliverables will also increase awareness of FWISD's rigorous, relevant, and diverse educational opportunities, and promote FWISD as a destination district. The Agreement will also leverage existing FWCC and FWISD partnerships with educational entities and bring them into the development and bring them into the development of this project. It will support a unified and cohesive cradle-to-career plan for all Fort Worth students and their employers.

DELIVERABLES

Outlined in Appendix A are the specific deliverables and goals for this partnership. These deliverables include, but are not limited to:

- A large number of student internships and teacher externships in engineering, business/marketing, trade and industry, and other STEM fields.
- Scholarships for regional, high-need, high-wage career fields.
- Rapid development and support of the FWISD P-TECH initiative.
- Enhancement and support of existing Gold Seal programs in order to provide equity and excellence throughout FWISD.
- Support for attracting and retaining highly qualified FWISD talent, especially educators.
- Share the stories of our respective organizations – both those of FWCC and FWISD -- on all of our platforms.

PROCESS FOR IMPLEMENTATION

Representatives from both Parties will form a Cross-Functional Team (CFT) that meets bi-weekly. During these meetings—more accurately described as work sessions—the CFT will focus on developing action items, as well as both steps and timeline for successful completion of those action items. The CFT will also task others in the two organizations with work in support of this initiative. Other staff members will be invited to the cross-functional team meetings on a regular basis to contribute to ideas and agree upon resources that will be used. The CFT will develop a shared, online workspace that will be accessible to all members of both the cross-functional and evaluative team (see below) as well as those colleagues who have been asked to take on various components of the work.

EVALUATION

A leadership team comprised of key representatives from both organizations will meet quarterly to measure the success of the initiative and to offer constructive feedback about the work. As stated initially, the innovative nature of this project requires that we accept that the program goals are aspirational, yet attainable. This philosophy will guide the evaluative process.

“What gets measured, gets done.”

With that in mind, the CFT will develop a rubric – a “report card” – for sharing the progress of this initiative. The individual points of the plan will be broken out and updates made at each step. Both partners – FWCC and FWISD – will hold themselves mutually accountable for completion of discrete components of the work, as described in Appendix A, as well as for the commitment to regular communication about its progress.

CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to FWCC of personally identifiable information from student education records pursuant to the Family Educational Rights and Privacy Act ("FERPA") and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"), FWCC acknowledges that the FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 1. by FWISD; or

2. for FWISD and FWISD owns the information; or has a right of access to the information; or spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to official business of the FWISD.

TERM & TERMINATION

A. Term:

This Agreement shall begin when it is fully executed and shall continue until June 30, 2022. Thereafter, this Agreement may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this Agreement;
2. Neither party is in default of this Agreement; and
3. This Agreement has not been terminated.

B. Termination:

This Agreement may be terminated with 60 days' notice for any reason by either of the Parties with written notice to the other Party hereto.

GOVERNING LAW AND VENUE

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

MODIFICATION

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

MISCELLANEOUS PROVISIONS

- A. Parties to this Agreement warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.
- C. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.
- D. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.
- E. No student, parent, or other person or entity who is not party to this Agreement shall be regarded for any purpose as a third-party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.

- F. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this Agreement agree that neither FWCC nor its representatives shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages or for any monetary damages of any nature.
- H. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Notice. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Fort Worth Chamber of Commerce

Chris Strayer
Executive Vice President of Economic Development
777 Taylor St., Suite 900
Fort Worth, TX 76102-4997

Fort Worth Independent School District

Dr. Kent P. Scribner
Superintendent - Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107

With a copy to:

Fort Worth Independent School District
Office of Legal Services
100 N. University Drive, SW172
Fort Worth, TX 76107

SIGNATORY CLAUSE

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

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

FORT WORTH CHAMBER OF COMMERCE

By:  5-21-21
Chris Strayer, Executive VP of Economic Development Date

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Tobi Jackson, Board President Date

DR

By: _____
Dr. Kent P. Scribner, Superintendent Date

ATTEST BY: _____
School Board Executive Secretary Date

By: _____
Fort Worth ISD Legal Counsel Date

APPENDIX A



The Fort Worth Independent School District and the Fort Worth Chamber of Commerce will work to strengthen the existing Vital Link initiative as well as create a model for other cities and school districts partnering with their Chambers. This initiative develops a diverse talent pipeline for employers and connects students to career pathways leading to economic mobility and prosperity for all by:

- Exposing all students to career opportunities in high-demand occupations, including engineering, healthcare, finance, and information technology – and information on how to pursue the education and training to enter these opportunities;
- Informing educational leaders, counselors, and teachers about current and future employer needs & industry knowledge; and
- Helping employers learn more about education as a community resource and talent pool.
- Senior Capstone Partnership Development for FWISD high school campuses. These capstone partnerships include internships (paid and/or unpaid), project development, and mentorships. The attached spreadsheet has the campuses and numbers we are seeking for the 2021-22 school year highlighted. Other programs and campuses can also be targeted, but the highlighted areas are our definite targets for the upcoming school year.

COSTS

This MOU requires funding of \$40,000 over a two-year period as follows:

	Expected Services	Amount
Year 1 2021	<ul style="list-style-type: none"> • Senior Capstone Development, Teacher Recruitment, and District Information Sharing • Student internships and teacher externships in engineering, business/marketing, trade and industry, and other STEM fields. • Scholarships for regional, high-need, high-wage career fields. • Rapid development and support of the FWISD P-TECH initiative. • Enhancement and support of existing Gold Seal programs • Support for attracting and retaining highly qualified FWISD talent, especially educators. • Share the stories of our respective organizations – both those of FWCC and FWISD -- on all of our platforms 	\$20,000.00
Year 2 2022	Expected services are the same as year 1. Any modification or amendment of this Agreement must be in writing, approved and signed by all Parties.	\$20,000.00
	TOTAL	\$40,000.00

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE AFFILIATION AGREEMENT WITH ABILENE CHRISTIAN UNIVERSITY TO PROVIDE ATHLETIC TRAINING STUDENTS FIELD AND CLINICAL EXPERIENCE**

BACKGROUND:

According to the Texas Department of Licensing and Regulating, “athletic trainers provide a form of health care that includes preventing, recognizing, assessing, managing, treating, disposing of, and reconditioning athletic injuries.” Fort Worth ISD employs (29) twenty-nine Texas-licensed athletic trainers to care for the health and safety of our student athletes. Prior to taking the Board Examination, athletic trainers are required to obtain diverse field or clinical experience beyond the collegiate athletic setting of the institution in which they attend as part of their degree plan and the educational process. Universities seek partnerships and affiliations with school districts to provide their athletic training students field experience in interscholastic athletic settings.

Arlington Heights High School has previously served as a location for field and clinical experience by university athletic training students. The campus veteran athletic trainer has previously and successfully served as a preceptor for a local university’s athletic training program and students. Abilene Christian University, located west of Fort Worth, seeks to partner with Fort Worth ISD, specifically Arlington Heights High School, to foster the education of students enrolled in their Masters of Athletic Training program. This agreement is for the academic school years of 2021-2022, 2022-2023, and 2023-2024 and involves no cost for services rendered or offered by either party.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve Affiliation Agreement with Abilene Christian University to Provide Athletic Training Students Field and Clinical Experience
2. Decline to Approve Affiliation Agreement with Abilene Christian University to Provide Athletic Training Students Field and Clinical Experience
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Affiliation Agreement with Abilene Christian University to Provide Athletic Training Students Field and Clinical Experience

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Abilene Christian University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights High School

RATIONALE:

This affiliation agreement will allow Fort Worth ISD to promote learning through an external organization. Fort Worth ISD will provide the university athletic training students an educational experience not available in the locale of their university. Fort Worth ISD benefits by creating a potential pool of qualified athletic trainer applicants for any future vacancies.

INFORMATION SOURCE:

Cherie Washington

**CLINICAL AFFILIATION AGREEMENT
WITH
Abilene Christian University**

This Clinical Affiliation Agreement (the "Agreement"), is entered into by and between Abilene Christian University ("**University**") of Abilene, Texas and the Arlington Heights High School a campus of the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, which has clinical facilities located at Arlington Heights High School ("**Facility**"). University and Facility may be collectively referred to as the "Parties" or individually as a "Party." University and Facility agree to the following:

PURPOSE

University has a Kinesiology & Nutrition Department ("**Program**") through which University provides its students academic and clinical experience. University desires for Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF UNIVERSITY

University shall:

- a) plan the educational activities for the Program's clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified teachers at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will: (i) be currently licensed, if necessary, in the state in which Facility is located; (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility.
- e) instruct students to abide by Facility's patient care policies and guidelines. Information regarding Facility's applicable policies and guidelines will be available at the time of student orientation at Facility;
- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;

- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- h) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;
- i) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program. The student shall provide evidence of such testing and the results to Facility upon arriving at Facility.
- j) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support (“BLS”) cardiopulmonary resuscitation prior to student arriving at Facility and provide evidence of such confirmation to Facility prior to student arriving at Facility and upon request of Facility thereafter;
- k) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- l) provide to Facility at least one month prior to students arriving at Facility a letter outlining the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- m) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- n) require student to submit a criminal background check using information obtained from www.certifiedbackground.com which searches county, state and national databases. The student will provide a written report of the results or electronic access to the report upon arriving at Facility. At Facility’s request, any student provided to Facility will submit to a more extensive criminal background check (beyond www.certifiedbackground.com services).
- o) confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility;

- p) ensure that each student and University faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University; and
- q) ensure that any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for patient treatment at Facility;
- c) provide work space for students at the Facility;
- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain responsibility for patient care;
- i) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty;
- j) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus, to the extent possible; and
- k) Provide an orientation of Facility and assigned patient care areas to student.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both Parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules, and regulations.

4.0 TERM AND TERMINATION

This Agreement may be terminated by either Party for any, or no reason, upon ninety (90) days written notice to the other Party by certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the Parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Arlington Heights High School
4501 W. Freeway
Fort Worth, TX 76107

With Copies to: Office of Legal Services
100 N. University Dr. SW172
Ft. Worth, TX 76107

If to University: Abilene Christian University
ACU Box 28084
Abilene, TX 79699
Attn: Sheila Jones

6.0 STATUS OF STUDENTS

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

7.0 MISCELLANEOUS

- 7.1 Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.
- 7.2 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.
- 7.3 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in Tarrant County, Texas. The Parties agree that Tarrant County is the county in which performance of this Agreement shall take place.
- 7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- 7.5 No Waiver. No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. University acknowledges that the intent of federal and state privacy laws, is to assure that Confidential Information, will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the

performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.

EFFECTIVE the date set forth above. Executed as of the dates, July 26, 2021 to July 26, 2024, by and between University and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

FACILITY:

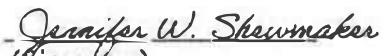
By: 
(Signature)

Name: SARAH WEEKS
(Printed)

Title: PRINCIPAL
(Printed)

Date: 6/14/21

ABILENE CHRISTIAN UNIVERSITY:

By: 
(Signature)

Name: Jennifer W. Shewmaker Changes accepted
(Printed) 6/24/2021

Title: Dean, College of Education and Human Services
(Printed)

Date: 6/3/2021

Exhibit A
STUDENT CONFIDENTIALITY AGREEMENT

I understand that while I am participating in an educational program at _____ facility, I may have access to Confidential Information. Confidential Information is valuable and sensitive and is protected by law and by Facility policy. The intent of federal and state privacy laws and Facility policies is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to accomplish Facility's mission.

Confidential Information is information about patients, participants of Facility benefit plans and programs, customers, physicians on the medical staff of a Facility hospital, credentialing, peer review, quality review, committee records, personnel records, payroll records, salary and compensation information, logon and password information, employee health information, or information related to operations about Facility that is not generally available to the public. I may learn of or have access to some or all of this Confidential Information orally, through a computer system or through documents.

If I need access to Facility's computer system I will be assigned a unique logon ID and password, as well as other access control devices such as cards or tokens. I agree that I will keep these logon IDs, passwords, and other access control devices assigned for any purpose secure and confidential. I acknowledge the unique logon ID and password are equivalent to a legal signature. I will be held accountable for any access utilizing my unique logon ID. Access cards and other facility security devices will be kept secure.

Access to Confidential Information is permitted only as authorized and as required for legitimate purposes in the performance of my student role.

I understand that patient information will be available for educational purposes to authorized students enrolled in educational programs affiliated with the Facility for use within the department maintaining those records. Removal of any part of the patient's medical record or information that identifies a patient is prohibited.

Requests for access for formal research purposes require a waiver from the Facility's Institutional Review Board. In order to access and compile data for educational studies, I understand I must present a written request and consent of my instructor.

Students are prohibited from removing information that identifies a patient from the Facility.

I understand the above requirements and I agree to abide by these requirements. I understand that my violation of this Agreement may result in my being terminated from my participation in the program at Facility.

Printed Student's Name

Student's Signature

Date

* FOR VENDOR
USE ONLY

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE RESOLUTION OF THE ANNUAL REVIEW OF INVESTMENT POLICIES AND STRATEGIES**

BACKGROUND:

As required by the Texas Government Code Sec. 2256.005 and Board Policy CDA(LEGAL), the District’s investment policies and strategies must be reviewed annually. The policies and strategies recommended were developed with the assistance of Texas Association of School Boards (TASB) Policy Services, meet all District investment needs, and are in compliance with the Public Funds Investment Act as contained in Chapter 2256 of the Texas Government Code.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Annual Review of Investment Policies and Strategies
2. Decline to Approve Resolution of the Annual Review of Investment Policies and Strategies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Annual Review of Investment Policies and Strategies

<u>FUNDING SOURCE</u>	<i>Additional Details</i>
------------------------------	---------------------------

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

Division of Business and Finance

RATIONALE:

Review of the Investment Policies and Strategies and the adoption of the Resolution complies with Texas Government Code Sec.2256.005 and Board Policy CDA(LEGAL).

INFORMATION SOURCE:

Michael Ball

**RESOLUTION
INVESTMENT POLICIES AND STRATEGIES**

**BOARD OF EDUCATION
BOARD MEETING: JULY 27, 2021
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 27st day of July, 2021, the Board of Education (BOE) for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and;

WHEREAS, the Fort Worth Independent School District (District) is required by law to annually review its investment policies and strategies (CDA LEGAL and LOCAL); and

WHEREAS, the District is required to designate its investment officers, review, revise, and adopt a list of qualified brokers that are engaged in investment transactions with the District, and approve the institutions and/or organizations to provide investment training to the District's investment officers; and

WHEREAS, the District last reviewed its investment policies and strategies as contained in CDA (Legal and Local) on July 21, 2020; and

WHEREAS, the District desires to affirm its policies and strategies as contained in CDA (Legal) issued November 22, 2019, and CDA (Local) issued on May 31, 2018; and

WHEREAS, the District desires to designate the Chief Financial Officer, Controller, Treasurer, and the Senior Financial Officer as its investment officers; and

WHEREAS, the District desires to adopt the list of qualified brokers to engage in investment transactions with the District as outlined in this Resolution, and to approve the institutions and/or organizations to provide investment training to the District's investment officers as outlined in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the District's investment policies and strategies have been reviewed and are hereby adopted as fully outlined in School Board Policy CDA (Legal) issued on November 22, 2019 and CDA (Local) as issued on May 31, 2018; and that the Chief Financial Officer; Controller; Treasurer and the Senior Financial Officer shall serve as its investment officers.

NOW, THEREFORE, BE IT IS FURTHER RESOLVED that the below list of qualified investment brokers are approved to engage in investment transactions for the district. All investment brokers recommended are licensed to sell and transact business in the State of Texas

and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

- Investment Pools: TexPool, TexPool Prime, TexStar, LOGIC Participants Services, Texas Class Investment Pool, Texas Term Investment Pool
- Depository Savings Accounts – JP Morgan Chase Bank, NA
- Depository Repurchase Agreements – JP Morgan Chase Bank, NA
- Mutual Funds: JP Morgan Chase Bank, NA, Overnight Funds, \$1 Per Share Money Market Mutual Funds, Nationwide/HighMark Funds
- Broker/Dealers: JP Morgan Chase Securities, Inc., BOSCO, Inc., Hilltop Securities, Inc., formerly First Southwest Company, JP Morgan Asset Management Group, Investors Brokerage of Texas, Ltd., Wells Fargo Securities, LLC, Raymond James
- Certificates of Deposit (CD's): JP Morgan Chase Bank, NA, and any other Federally Insured Financial Institution (includes banks and credit unions) secured by the Federal Deposit Insurance Corporation (FDIC) up to the legal limit of \$250,000 or as secured by pledged collateral over the FDIC insured amount

IT IS FURTHER RESOLVED that the below list of qualified investment training institutions and/or organization are approved to provide investment training to the District's Investment Officers:

- North Texas Council of Governments
- University of North Texas
- All Texas Regional Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Association of School Administrators (TASA)
- Government Finance Officers Association (GFOA)
- Government Treasurer's Organization of Texas (GTOT)
- Virtual Learning Concepts
- The PFM Asset Management LLC
- TexPool Academy
- Texas Class Academy (PFIA Training)

PASSED AND ADOPTED this 27th day of July, 2021.

Tobi Jackson
School Board President
Fort Worth Independent School District

ATTEST:

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

FOR: _____

AGAINST: _____

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on July 27, 2021.

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

ATTEST:

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

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

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

SUPERINTENDENT’S RECOMMENDATION:

Approve First 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/DEPARTMENTS

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 JULY 27, 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]

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE ADDITIONAL FUNDING FOR CLOUD COMPUTING SERVICES**

BACKGROUND:

On April 9, 2019, the Board approved the Enrollment for Education Solutions (EES) program in the amount of \$775,112.42. The EES program includes cloud computing services. During the malware incident in March of 2020, cloud computing services were used as part of the network recovery processes and this resulted in increased usage and additional costs. Remote work as part of the response to COVID-19 also caused increased usage. This request is for approval of additional funding to pay for the increased cost in the amount of \$15,062.71.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Funding for Cloud Computing Services
2. Decline to Approve Additional Funding for Cloud Computing Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funding for Cloud Computing Services

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$15,062.71

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 the Sourcewell Contract #081419. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this request will provide the additional funding to pay for overage charges due to the malware incident and COVID-19.

INFORMATION SOURCE:

Marlon Shears

QUOTE CONFIRMATION



DEAR MCDENY MOJICA,

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
MFWM345	7/6/2021	AZURE.OVERAGE	0926086	\$15,062.71

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EES AZURE OVG CS 9879182673 0520 Mfg. Part#: 9879182673 Microsoft Azure Overage Contract: FWISD Sourcewell #081419 (081419#CDW) Electronic distribution - NO MEDIA Contract: MARKET	1	6090792	\$15,062.71	\$15,062.71

PURCHASER BILLING INFO	SUBTOTAL	
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	\$15,062.71
	DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST MCDENY MOJICA 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
--	--	----------------	------------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$15,062.71	\$412.57/Month	\$15,062.71	\$474.17/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
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

Contract Documents 

Contract Documents

Technology Catalog Solutions

Contract #081419-CDW

Effective 12/01/2019 - 10/30/2023

Contract Documentation




 [Request for Proposal \(RFP\)](#) (272.31 KB)

 [Contract](#) (816.09 KB)

Competitive Solicitation Documentation

 [Proof of Publication](#) (2.26 MB)

 [Proposal Opening Record Page](#) (115.6 KB) ³⁴⁰

-  **Proposal Evaluation** (159.06 KB)
-  **Evaluation Committee Comment & Review** (186.46 KB)
-  **Board Resolutions** (3.67 MB)

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](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



[Sourcewell for Vendors](#) →

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE TRUST MODIFICATION AND WAIVER OF CITATION**

BACKGROUND:

The Leadership Academy at Forest Oak Middle School (formerly Forest Oak Middle School) and The Leadership Academy at Maude Logan Elementary School (formerly Maude Logan Elementary School) are among the named beneficiaries of the Paul Hollis Trust. This trust also names multiple charitable beneficiaries to receive a share of the income. Because there are many listed beneficiaries and some no longer exist, the Trust Administrator responsible for allocating the funds is seeking to reallocate the funds based on the terms of the trust. The Trust requires that when a beneficiary no longer exists, the money allocated to that beneficiary is to be redistributed proportionately amongst the remaining beneficiaries. The modification of the trust would allow the Trust Administrator to do the following:

- Proportionately prorate the income that was allocated to beneficiaries that no longer exist to the remaining beneficiaries, including the Leadership Academy at Forest Oak Middle School and The Leadership Academy at Maude Logan Elementary School.
- Remove beneficiaries should they cease to exist in the future without court intervention and reallocate the funds so long as the ceased beneficiary's current share is less than ten percent (10%) of the trust income.

The approval of this item authorizes the Trust Administrator to reallocate funds left to beneficiaries that no longer exist to current beneficiaries without court intervention. Thus, Fort Worth ISD (FWISD) would be waiving its required notice of citation for this instance and any subsequent reallocations.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Trust Modification and Waiver of Citation
2. Decline to Approve Trust Modification and Waiver of Citation
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Trust Modification and Waiver of Citation

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

The Leadership Academy at Forest Oak Middle School (formerly Forest Oak Middle School)	The Leadership Academy at Maude Logan Elementary School (formerly Maude Logan Elementary School)
--	--

RATIONALE:

This item seeks the approval to sign a modification agreement that would allow the Trust Administrator of a trust, in which The Leadership Academy at Forest Oak Middle School and The Leadership Academy at Maude Logan Elementary School are named, to reallocate funds of beneficiaries that no longer exist without requiring court intervention. This would create a more efficient process for allocating funds to beneficiaries like the Leadership Academies at Forest Oak Middle and Maude Logan Elementary School and require less time waiting for court approval to adjust distribution of funds that would benefit these schools.

INFORMATION SOURCE:

Cynthia Rincón

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: APPROVE SCHOOL DISTRICT TEACHING PERMIT FOR NON-CORE CAREER AND TECHNICAL EDUCATION (CTE) COURSES AT EASTERN HILLS HIGH SCHOOL

BACKGROUND:

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue School District teaching permits without approval of the Commissioner of Education for "non-core academic career and technical education (CTE) courses" beginning August 9, 2021 (TEC §21.055d- 1). Currently, certified Law Enforcement teachers are difficult to find; however, we have an experienced law enforcement applicant who otherwise qualifies for the position. This request is for the Board to exercise its option to issue a District teaching permit to allow us to hire Gene A. Jones into a current vacant teaching position at Eastern Hills High School.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at Eastern Hills High School
2. Decline to Approve School District Teaching Permit for Non- Core Career and Technical Education (CTE) Courses at Eastern Hills High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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

Eastern Hills High School

RATIONALE:

This board item should be approved by the Board in order to hire a qualified teacher for a hard-to-fill teaching vacancy in Law Enforcement, as permitted by the Commissioner of Education.

INFORMATION SOURCE:

Kermit Spears

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE SCHOOL DISTRICT TEACHING PERMIT FOR NON-CORE CAREER AND TECHNICAL EDUCATION (CTE) COURSES AT O.D. WYATT HIGH SCHOOL

BACKGROUND:

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue school district teaching permits without approval of the commissioner of education for "non-core academic Career and Technical Education (CTE) courses" beginning August 3, 2021 (TEC §21.055 d- 1). Currently, certified Engineering teachers are difficult to find; however, we have an experienced applicant who otherwise qualifies for the position. This request is for the Board to exercise its option to issue a District teaching permit to allow us to hire Derrick Taylor into a current vacant teaching position at O.D. Wyatt High School.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School
2. Decline to Approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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

O.D. Wyatt High School

RATIONALE:

This board item should be approved by the Board in order to hire a qualified teacher for a hard-to-fill teaching vacancy in Engineering, as permitted by the Commissioner of Education.

INFORMATION SOURCE

Kermit Spears

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)
FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code 29.0822(a).

For eligibility, the student needs to meet one of the following conditions:

- the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
- the student is attending a campus implementing an approved innovative campus plan; or
- the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
- the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
- the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

OFSDP is designed to meet the instructional needs and flexibility of our students in our Early College High Schools and Success High School credit recovery and dropout prevention program. The OFSDP program affords students the flexibility to attend college and high school courses when offered, which can include courses outside of normal school hours and days.

State required minutes of 75,600, transportation, UIL competition, and FWISD attendance policies were considered and discussed when completing the OFSDP application and is an opt-in program for students.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Optional Flexible School Day Program (OFSDP) for the 2021-2022 School Year
2. Decline to Approve Optional Flexible School Day Program (OFSDP) for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Optional Flexible School Day Program (OFSDP) 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/DEPARTMENTS

Marine Creek Collegiate High School	Tarrant County College South / Fort Worth ISD Collegiate High School
Texas Academy of Biomedical Sciences	Dunbar High School (ECHS/PT-ECH Academy only)
O.D. Wyatt High School (ECHS Academy only)	Polytechnic High School (P-TECH Academy only)
North Side High School (P-TECH Academy only)	Eastern Hills High School (P-TECH Academy only)
Carter-Riverside High School (P-TECH Academy only)	South Hills High School (P-TECH Academy only)
Diamond Hill Jarvis High School (P-TECH Academy only)	Southwest High School (ECHS Academy only)
Success High School	

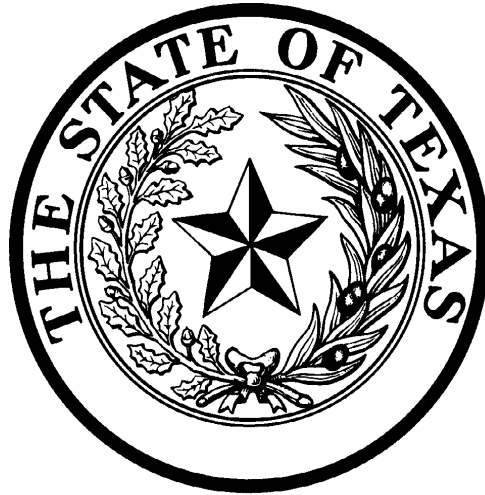
RATIONALE:

Approval of the (FSDP) for the 2021-2022 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year. This program will also allow for our families to have increased opportunities for credit recovery and community dropout prevention.

INFORMATION SOURCE:

David Saenz

Texas Education Agency



APPLICATION

Updated May 2021

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____

_____ Authorized Signature

Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

DL
LC

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

DS
LC

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact(s) for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELEGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**Fort Worth ISD
OFSDP Appendix 3**

1. Expected Start date 8/18/2021

2. Please indicate the number of OFSDP students that will be served per teacher.
 - a. All OFSDP teachers for selected campuses will provide one instructor per 28 students. All OFSDP teachers will enter student attendance through FOCUS, keep track of student minutes daily, and certify with their signature for attended minutes daily. Additionally, a teacher of record will track dual credit student college course attendance, to include OFSD students attending dual credit courses outside of the normal school hours, by collecting college attendance reports, and student attendance absence records.

3. If the OFSDP will offer special education, career and technology education, pregnancy related service or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.
 - a. FWISD High Schools and Early College High Schools are on a block or modified block schedule to account for the time requirements of each career and technology course.

Students participating in career and technology (CTE) courses have their time recorded for CTE courses. Upon attending their daily CTE course the students have their time recorded in FOCUS. Their CTE teacher is required to monitor the process throughout the day and review for accuracy prior to daily submission through FOCUS to the attendance clerk. The CTE teacher is required to submit a separate CTE OFSDP attendance submission and generate separate CTE OFSDP reports for review, approval and submission on a weekly and 6-week cycle basis to the attendance clerk.
 - b. FWISD campuses have a block or modified block schedule to account for the time requirements of the special education program. Students participating in the special

education program have their time recorded for their courses. Students participating in the special education program are not pulled from their regular classroom, they are completely mainstreamed and receive services through itinerant support within the general education setting.

c. Students receiving pregnancy related services, while on homebound, are removed from the OFSDP attendance accounting process.

d. The district will maintain its responsibility for ELL assessment, placement, and services required for identifying and serving non-English Language Proficient students in accordance with state law, including, where necessary, translation services.

4. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:

a. The attendance clerk delivers the OFSD daily attendance chart to all advisory teachers each day for tracking and verification. The Weekly OFSD attendance charts are generated and printed from FOCUS based on the OFSD additional attendance calendar and attendance cohort. Teachers will enter student instructional minutes into the OFSD student register daily and audit for accuracy at each six weeks. The Dual Credit Teacher of Record will collect the six weeks reports from advisory teachers, student college absence reports, and college attendance reports to add additional dual credit minutes each week and six weeks. All teachers and teacher of record will sign and date the daily attendance form, weekly reports, six weeks reports, and attendance verification forms.

b. All student minutes will be entered in the final OFSD register by the attendance clerk for each individual student based on the certified (with the teacher's signature) weekly and six weeks rosters. The digital roster will sum up the minutes earned each day and only report the sum of minutes for funding if the sum is 45 minutes or greater and will only count a maximum of up to 600 minutes³⁶³ in one day. The calculations of minutes for each six weeks is verified by separate query and calculation during our summer PEIMS

submission to confirm accuracy. Campus administration and attendance clerk review OFSD weekly and cycle reports to ensure accuracy of data submitted.

c. During the summer PEIMS submission, students that participate in both the traditional and OFSD programs will be checked to ensure the students are not being reported with over the 1 full ADA of 180 days.

d. Teacher will keep track of the student's minutes on paper rosters daily, require students to print, college absence reports, and transfer the minutes to the digital OFSD register each six weeks. The paper rosters and any attendance entry/correction will be maintained and certified daily and retained in accordance with the Texas State Library and Archives Commission. Campus records will be audited each six weeks to ensure the campus is complying with SAAH 11.6.

e. Attendance reporting is done throughout the year based on the data entered into FOCUS (student information system). At the end of every six week, the attendance clerk generates the six-week student attendance reports (Campus summary and Student Detail). The attendance clerk reviews the report for accuracy and submits it to the principal for review. The principal reviews the six-week student attendance reports and approves. Once approved at the campus level, the attendance clerk submits all approved student attendance reports to the FWISD PEIMS department for the district to review. The attendance clerk at the campus maintains all the weekly and six-week attendance records in accordance with the Texas State Library and Archives Commission.

5. If students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:

- a. The online dropout recovery program curriculum includes foundation career preparation programs and Industry³⁶⁴ Based Certification (IBC) preparation programs in business and technology that align with in-demand jobs in Texas and are included

on the 2019-20 Approved List of Industry Based Certifications for the A-F Accountability System, including Microsoft Office Specialist (Word, Excel, and PowerPoint), CompTIA IT Foundations, CompTIA A+. Additional certifications that relate directly to employment opportunities in the state include ServeSafe Manager and Caregiver (similar to Patient Care Technician). These programs are available to qualified and interested students.

- b. Academic Coaches work with students to develop a written individual learning plan (ILP) based on their past credits, outstanding requirements, and student interests. The individual learning plan details remaining courses to be taken and their sequence, as well as any non-course based graduation requirements needed to finish high school. The learning plan is available to the student via the Online Portal. Academic Coaches monitor student performance against the individual learning plan at least monthly and adjust it as necessary.
- c. The online dropout recovery program includes **Academic Coaches** and **Local Advocates** for each student as part of this program. Each student enrolled in the program will be assigned an Academic Coach. The Academic Coach is responsible for monitoring student pace and progress and provides regular contact with the student via phone, email, or IM. During these interactions, the Academic Coach reviews progress with the student, resolves issues, and provides support in case the student is having difficulties with the program. Students work with Local Advocates based in the community who are experts in leveraging local resources to help students address the social needs that must be met if students are going to focus on school success. Local Advocates meet face-to-face with students (where allowable by district policy) to proctor examinations and connect students with the programs and services they need in order to ~~365~~ overcome the life obstacles that have previously prevented academic success.

- d. The online dropout recovery program provides monthly progress reports detailing the previous month's progress status for each student to the district administrator overseeing the program on the first day of each month.
- e. Per SAAH 11.6.4, the district intends to track student and course enrollments and completions as described in the program's proprietary Online Portal for tracking and certifying the daily number of instructional minutes each student earns based on course completions. A student will be counted as in attendance for 60 minutes each school day of membership for each course they are taking and ultimately complete online. The district will track dates of course enrollments and completions through the secure online portal provided by its partner, Graduation Alliance. Courses can be assigned or removed only by Academic Coaches (described below) who access the online portal by logging in with single-sign on (SSO) credentials with multi-factor authentication. All other users (district personnel, students, parents) access the student portal with an email address and strong password combination. Passwords are stored in an encrypted form and cannot be seen or recovered. Users can request password resets automatically. District administrators can access the dashboard and student information from the online portal according to role-based permissions. Course registration and student enrollment reports will be sent electronically through a secure ftp site with separate, secure login credentials. The online dropout recovery program and the district will retain electronic records in accordance with the requirements of the state. The district administrator overseeing the program will work with the online dropout recovery program administrators to ensure that relevant data is provided securely for the Student Detail Audit reports as applicable and required for online dropout recovery programs.

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

District Number	220905	(Updated May 2021)															
		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4				Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4 Summer period of agreement is not to exceed 30 days				
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day
220905082	Texas Academy of Biomedical			3					400	8/16/2021	5/27/2022	MTWTHF	600				
220905085	Marine Creek Collegiate HS			3					400	8/16/2021	5/27/2022	MTWTHF	600				
220905086	Tarrant Co College South/Fort Worth Collegiate HS			3					400	8/16/2021	5/27/2022	MTWTHF	600				
220905005	Dunbar HS			3					250	8/16/2021	5/27/2022	MTWTHF	600				
220905016	OD Wyatt HS			3					200	8/16/2021	5/27/2022	MTWTHF	600				

367

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

District Number	220905	(Updated May 2021)														
		ELIGIBILITY DESIGNATION							School Year Period of Agreement				Credit Recovery - Designation 5 only			
		1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							(Reported in TSDS PEIMS Summer Collection 3) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4				(Reported in TSDS PEIMS Extended Collection 4) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4 Summer period of agreement is not to exceed 30 days			

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day
220905006	EASTERN HILLS H S			3					100	8/16/2021	5/27/2022	MTWTHF	600				
220905008	NORTH SIDE H S			3					100	8/16/2021	5/27/2022	MTWTHF	600				
220905009	Polytechnic HS			3					100	8/16/2021	5/27/2022	MTWTHF	600				
220905003	South Hills HS			3					50	8/16/2021	5/27/2022	MTWTHF	600				
220905001	CARTER-RIVERSIDE H S			3					50	8/16/2021	5/27/2022	MTWTHF	600				

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

District Number	220905	(Updated May 2021)															
		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4				Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4 Summer period of agreement is not to exceed 30 days				
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWTHFS	Minutes Per Day
220905004	DIAMOND HILL HS			3					50	8/16/2021	5/27/2022	MTWTHF	600				
220905014	SOUTHWEST H S			3					125	8/16/2021	5/27/2022	MTWTHF	600				
220905021	Success High School					5	6		225					8/16/2021	5/30/2022	SMTWTHF	600
220905021	SUCCESS H S					5		7	500					8/16/2021	5/30/2022	5/30/2022	
000000000																	

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE NAMING THE I.M. TERRELL ACADEMY AUDITORIUM
THE JOSEPH BREEDLOVE SR. AUDITORIUM**

BACKGROUND:

Joseph Earl Breedlove Sr., was born in Fort Worth and attended G. W. Carver Elementary and graduated in 1959 from Fort Worth’s historic first black high school, I.M. Terrell, where he was a star athlete in football and track.

Mr. Breedlove carved out a niche in a business sector that was not always welcoming for minority-owned companies and in 1969 opened his own business and became the co-founder and owner with partner J. D. Richmond of The Craftsmen. In 1991, he moved into the role of project engineer for Con-Real Inc., a larger minority-owned construction company, where he led large projects such as Frito-Lay and FedEx. A few years later, he transitioned into the position of Senior Vice-President of Construction and Safety and Partner.

He was awarded the Dallas Black Chamber Quest for Success Award, served on the Board of Directors for AIDS (Acquired Immunodeficiency Syndrome) Outreach Center and was a longstanding member of the Fort Worth Rotary Club, Downtown Fort Worth YMCA, and I. M. Terrell Academy for STEM and Visual Arts, One of the highlights of his construction career was when his company received a major contract from Fort Worth ISD for renovation and construction of the new 900-seat performance hall at I.M. Terrell as the school prepared to reopen offering elite academics to students interested in Visual and Performing Arts and STEM (Science, Technology, Engineering and Mathematics).

Mr. Breedlove passed away last month and appropriately funeral services were held at I. M. Terrell Academy for STEM and Visual and Performing Arts. The Fort Worth ISD Board of Trustees deem it honorable and appropriate to name the I.M. Terrell Academy for VPA and STEM Auditorium the Joseph Breedlove, Sr. Auditorium.

STRATEGIC GOAL:

3 – Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the I.M. Terrell Academy Auditorium the Joseph Breedlove, Sr. Auditorium
2. Decline to Approve Naming the I.M. Terrell Academy Auditorium the Joseph Breedlove, Sr. Auditorium
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Tobi Jackson
Daphne Brookins

CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: **APPROVE MINUTES FOR THE APRIL 1, 2021, AND MAY 6, 2021
RACIAL EQUITY COMMITTEE MEETINGS**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee also works with the community and businesses in a broader discussion about the impact of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Minutes for the April 1, 2021, and May 6, 2021 Racial Equity Committee Meetings
2. Decline to Approve Minutes for the April 1, 2021, and May 6, Racial Equity Committee Meetings
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Departments and Campuses in Fort Worth ISD

RATIONALE:

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

INFORMATION SOURCE:

Sherry Breed



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

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Thursday, April 1, 2021 at 5:00 p.m. via Zoom**

Committee Members Present:

Anderson, Sue	Cytron-Walker, Adena	Krochmal, Dr. Max	Poullard, Eric
Benavidez, Dr. Dorene *	Garcia-Lopez, Norma	Mattingly, Dr. Cissy *	Poullard, Precious
Bond, Clint	Grover, Barbara	McKinney, Wanda	Sorensen, Marcy
Breed, Sherry *	Hall, Mia	Nickerson, Porshe *	Starr-Malone, Sonja
Chavez, Aracely	Herrera, Alfonso	Pérez, Jonathan *	Walker, Dr. Carlos *
Clark, Rickie	Hodges, Charles	Phillips, Quinton	

Committee Members Absent:

Affleck, Holly	Harris, Cleveland	Masterson, Twyla	Paz, Ashley
Argumedo, Miguel	Harrison-Jordan, Tina	Mohamed, Mohamed	Turcios, Carlos
Balzer, Dr. Jill	Jones, Dr. Trevon *	Moss, Christene	Villalobos, Lupita
Darr, Anne	Jones, Ebony	Nixon, Glenn	West, Bill
Dominguez, Nyssa	Lee, Yassmin	Pace, Brandi	West, David
El, Robert	Luebanos, Anael	Richter, Breinn	Williams, Dr. Jared
Gravelle, Elizabeth	Masterson, Tim	Rincón, Cynthia	Young, Patricia
Griffith, Barbara			

Courageous Conversations About Race Affiliate Practitioners (*) Present:

--	--	--	--

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

Burrell, Dr. Stacy *	Mouton, Dr. Marion *	Ramos, Jr., Jacinto "Cinto" *	Townsend, Rian *
Crespo, Mirgitt *	Niedziela, Joe*		

Guests:

Boyd, Ayesha	Pantoja, Xavier	Garcia, Daniel	Miller, Megan
Ordonez, Monica	Smith, Patricia	Chamblee, Nikki	Gordon, Charles
Meadows, Cid		Elliott, Clara	Ramirez, Leticia

CALL TO ORDER:

- The meeting was called to order at 5:01 p.m.
- Minutes from prior meeting approved by consensus
- Mrs. Breed reviewed the Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

DISCUSSION ITEMS:

1. Watch and Discuss video related to Senate Bill (SB) 30: Community Safety Education Act, which requires instruction on interaction with law enforcement.

(Presenters: Joseph Niedziela, Executive Director of Social Studies/Daniel Garcia, Executive Director for Safety & Security/Staff from Social Studies and Safety & Security)

- The presenters provided an overview of SB30 committee work
 - The current video “*Flashing Lights: Creating Safe Interactions Between Citizens and Law Enforcement*” is a product of the Texas Community Safety Education Act (SB 30), passed by the 85th Texas Legislature.
 - This is a graduation requirement.
 - The article “[Why the Texas Police-Stop Video is a Problem](#)” was also shared, which discusses how the video places all the responsibility on the student and not on law enforcement. Also, the racial dynamics in the video are not realistic nor authentic.
- Today’s Objectives:
 - inform the REC about SB30, its requirements, and how it has been implemented in FWISD;
 - identify and explain the need to provide a more equitable and supportive environment through an updated SB 30 experience;
 - elicit feedback from REC.
- What is SB 30? Effective August 27, 2018, this rule requires schools to provide instruction to students in grades 9-12 on proper interaction with peace officer during traffic stops and other in-person encounters. The requirement applies to any student who enters grade 9 in the 2018-2019 school year and thereafter.
 - SB 30 Texas Education Code (TEC) Standards: per TEC, the instruction must include all of the following information:
 - The role of law enforcement and the duties and responsibilities of peace officers;
 - a person’s rights concerning interactions with peace offices;
 - proper behavior for civilians and peace officers during interactions;
 - laws regarding questioning and detention by peace officers,
 - including any law requiring a person to present proof of identity to a peace officer, and the consequences for a person’s or officer’s failure to comply with those laws;
 - how and where to file a complaint against or a compliment on behalf of a peace officer.
 - Can a school district change and or alter the required instruction?
 - Yes, school districts may tailor instruction as appropriate for their community. In tailoring the instruction, the district or school is required to solicit input from local law enforcement agencies, driver training schools, and the community.
 - The tailored instruction must cover all the content specified above and in the video and instructor’s guide on the [Texas Gateway](#).

- Implementation in FWISD:
 - FWISD has implemented the SB30 instruction in grade 9 social studies since Fall 2018.
 - In January 2021, lesson enhancements were developed in collaboration with the social studies department, Restorative Practices, and Equity Team. These include:
 - A lesson survey to give student feedback;
 - brain break to decompress;
 - article analysis on article on [What the World Could Teach America About Policing](#);
 - bold statement to read, analyze, and take a stand and act on thoughts;
 - virtual big paper activity to debrief and respond to other students' responses.

- Comments & Feedback from student participants:
 - "I was thinking about how the video tiptoed around how Black people are treated disproportionately more unfairly by the police and how officers of color were being used for good optics."
 - "I want them to know that I still feel unsafe about it and want them to know that I learned a little bit about having to be calm around officers."
 - "Just comply because you can easily be harmed."
 - "One thing I found is that other countries don't immediately result to violence with police harming citizens."
 - "One thing I find interesting is that police have to go through only 21 weeks of training to be able to enforce the law."

- FWISD Vision for Change:
 - A custom video produced through a partnership with FWISD and the Fort Worth Police Department (FWPD). The planned 10-minute video will:
 - be aligned to our District vision for racial equity,
 - be informed by District stakeholders,
 - feature District students and FWPD officers.

 - Collaboration Partners: Social Studies, Teaching and Learning, Academics; Equity and Excellence; Restorative Practices; Communications; Specialized Education Services; Safety and Security; and FWPD.

 - Working Project Timeline for Implementation for the 2021-2022 school year:
 - December – March: Meetings between collaboration partners and SB 30 curriculum team meet to create value statements and lesson objectives;
 - April: REC feedback informs script development by a collaboration between partners and SB 30 curriculum team. Script outline created;
 - May: script development with FWISD and FWPD;
 - June – October: video production and editing;
 - November – December: implementation of new video and lesson in grade 9 Social Studies (class of 2025 cohort).

- Goals of a New Video:
 - Create learning spaces driven by authentic multiple perspectives and meaningful conversations;
 - represent genuine and varied interactions (e.g. interactions beyond traffic stops; interactions that are responsive to students with specialized needs; interactions responsive of students and families that do not have ID);
 - empower student voices while growing their understanding of police perspectives (e.g. students share their experiences with police then have students listen to student and police testimonies).

- REC members watched the video [“Flashing Lights”](#) and provided feedback via online survey.

2. **Subcommittee charge to finalize recommendations for consideration.** – *Not discussed due to time constraints.*

REMINDERS:

- Next REC Meeting: Thursday, May 6, 2021, 5 p.m., via Zoom
- Discipline Subcommittee Meeting: April 8, 2021, 5:30-6:30 p.m. via Zoom
- Academics & Segregation Subcommittee Meeting: April 22, 2021, 5-6 p.m. via Zoom
- Communications Subcommittee Meeting: May 3, 2021, 5-6 p.m. via Zoom
- Staffing & Recruiting Subcommittee Meeting: TBA

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare

ADJOURN: Meeting adjourned at 6:29 p.m.

Signed: Quinton Phillips Date: 5/6/21

Mr. Quinton “Q” Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 5/6/21

Dr. Max Krochmal, Co-Chair

/clm & bg



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

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Thursday, May 6, 2021 at 5:00 p.m. via Zoom**

Committee Members Present:

Benavidez, Dr. Dorene *	Grover, Barbara	Lee, Yassmin	Pace, Brandi
Bond, Clint	Hall, Dr. Mia	Luebanos, Anael	Phillips, Quinton
Breed, Sherry *	Herrera, Alfonso	Masterson, Twyla	Poullard, Eric
Chavez, Aracely	Hodges, Charles	McKinney, Wanda	Poullard, Precious
Darr, Anne	Jones, Ebony	Moss, Christene	Walker, Dr. Carlos *
García-López, Norma	Jones, Dr. Trevon *	Nickerson, Porshe *	Williams, Dr. Jared

Committee Members Absent:

Affleck, Holly	El, Robert	Mattingly, Dr. Cissy *	Starr-Malone, Sonja
Anderson, Sue	Gravelle, Elizabeth	Mohamed, Mohamed	Paz, Ashley
Argumedo, Miguel	Griffith, Barbara	Nixon, Glenn	Turcios, Carlos
Balzer, Dr. Jill	Harris, Cleveland	Pérez, Jonathan *	Villalobos, Lupita
Clark, Rickie	Harrison-Jordan, Tina	Richter, Breinn	West, Bill
Cytron-Walker, Adena	Krochmal, Dr. Max	Rincón, Cynthia	West, David
Dominguez, Nyssa	Masterson, Tim	Sorensen, Marcy	Young, Patricia

Guests:

Varando, Krista	Warren, Charla		
-----------------	----------------	--	--

CALL TO ORDER:

- The meeting was called to order at 5:01 p.m.
- Minutes from prior meeting approved by consensus
- Mrs. Breed reviewed the Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

DISCUSSION ITEMS:

1. **Present the charge to Subcommittees regarding final reports and recommendations for consideration.**
 - Subcommittee members were reminded to please be prepared at the June 3rd REC meeting to bring recommendations forward with data, etc., for Board and Leadership review.

2. Discuss future plans for the Racial Equity Committee (REC):

The REC Steering Committee has asked for input on the plans for the future structure of the REC.

Current Membership:

- Would suggest following the REC guidelines for membership and attendance policy; revisit current guidelines/policies and update/revise, if needed.
- Must be active on at least one subcommittee.
- REC members who do not attend regularly should be dropped off the committee after a certain number of missed meetings.

New Membership

- Would like to see more intersectionality for our members, e.g. LGBTQ+ community members.
- Would like to see more community members be recruited/recommended other than FWISD employees.
- Would like to see more parents and students (elementary & secondary) involved in the REC and the subcommittees.
- Could we replace one third of the current committee with new members and do so moving forward with 2-year memberships?
- Need to establish a better nomination/election process for membership
 - Should we have open public nomination process and/or subcommittee nominations? Steering committee nominations? Or a combination?
 - Should current REC members vote on new members, have a lottery system, etc.?
 - Have we sent a survey to the current members asking if they want to continue? Can we ask current members for other members? Can we ask for addresses to ensure we have representation within each district/pyramid? Can we ask are you interested in a 1-year, 2-year, 3-year term to help with roll-offs? If members do not respond to the survey, that is a response.
 - Would like to ask the Board Members to recommend members from each of their districts to have equitable and diverse representation. Also, for Board Members not on this committee, can they recommend members from their districts? Can the REC committee Board Members advocate to the other Board Members?
- New members should receive training on the Courageous Conversation protocol
- Should we have term limits on membership, e.g. two years then roll-off and others join?

Committee Structure:

- We should keep Co-Chairs (1 Trustee/1 Other). Should there also be other Officers? For example, Historian/Archivist? Secretary?
- Do we continue with the current Recording Secretaries, or elect new ones? Perhaps one from the community to capture information from multiple perspectives?
- How do we “size” the committee to be purposeful but also ensure diversity?

Meeting Format

- The suggestions was made that the REC offer a hybrid of the meetings so that those that want to participate, but are unable to physically attend, can do so virtually. If the REC resumes meeting at either the Board Room and/or schools, can virtual still be an option and can the meetings be scheduled with equity in mind for traveling?
- Would like to suggest that the REC hold an Equity Town Hall meetings.

- Would like to see parent forums/town halls by the District to explain the REC and its objectives and the subcommittee objectives.

Subcommittees:

- Would like to suggest attendance guidelines in the subcommittees.
- Would like to suggest a transition and an on-boarding session for the subcommittee chairs.
- What is the expectation for FWISD employees/departments who are on the subcommittees? Should we have members on the REC and subcommittees from all departments?
- Would like to see no more than 4 subcommittees so as to not dilute the energy and enthusiasm of the REC so that the subcommittees can be effective; look at current subcommittees and ask, what are we missing and if something is missing, is it more important than what we currently working on? Determine if we need another subcommittee by asking what aspect of racial equity is being overlooked and do we need to add a subcommittee and/or replace one?
- Would like to establish a subcommittee as a “primer” for parents, students, and community stakeholders to understand how the REC works, through a racial equity lens, to help explain how the District and its initiatives support student learning, and who to ask for help within the District.
- Can we create new space (subcommittee?) within each district/pyramid to work on specific work within that district/pyramid?
- Would like to recommend Goal Progress Measures for the REC and for the subcommittees as well as recommend the subcommittees become involved in the District’s programs and initiatives, e.g. Summer Learning Programs, to support the District and to ensure a racial equity lens is a focus and is used in District programs and initiatives.
- How do we ensure the continuity of the subcommittees as members roll-off? Especially with our long-range goals, e.g. discipline? How do we ensure the work continues and how do we have goal metrics that roll over with new members?
- If the goals of a subcommittee are accomplished, establish a new subcommittee with new goals; maintain continuity with new members and new goals.
- After serving on a subcommittee, rotate into a different subcommittee? After a set time? For example, serve on the discipline subcommittee then rotate to a different subcommittee.

Setting Priorities

- Would like to look at work needed by the districts, e.g. district 1-9, and/or by pyramids, e.g. listening sessions by pyramid.
- Would like to receive information, data, etc., on current issues within FWISD to help with informing ideas and on the REC; e.g. ESL learners and parents, are we translating? Would like to see a more holistic approach and to be more flexible.

REMINDERS:

- Next REC Meeting: Thursday, June 3, 2021, 5 p.m., via Zoom
- Discipline Subcommittee Meeting: May 13, 2021, 5:30 p.m. via Zoom
- Academics & Segregation Subcommittee Meeting: May 20, 2021, 5 p.m. via Zoom
- Communications Subcommittee Meeting: May 31, 2021, 5 p.m. via Zoom
- Staffing & Recruiting Subcommittee Meeting: TBD

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare

ADJOURN: Meeting adjourned at 6:25 p.m.

Signed: Quinton Phillips Date: 6/3/21

Mr. Quinton "Q" Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 6/3/21

Dr. Max Krochmal, Co-Chair

/clm & bg

**CONSENT AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: 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

BACKGROUND:

On February 12, 2019, the Board of Education authorized the Capital Improvement Program (CIP) staff to negotiate and enter into a contract with a General Contractor for the 2017 CIP Job No. 002-001 (CSP #19-031). This Bid Package included improvements to the existing baseball and softball fields and a new athletic facility for TEA #002 Arlington Heights High School. The project was substantially completed on September 24, 2020, as inspected by the A/E firm, Hahnfeld Hoffer Stanford, Architects. Phillips/May – Basecom Joint Venture has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor. The final payment to Phillip/May – Basecom Joint Venture will be in the not-to-exceed amount.

Original Contract Amount:	\$2,985,032.00	Original Substantial Completion Date:	September 30, 2019
Final Deductive Change Order:	(\$47,415.14)	Substantial Completion Date Increased:	360 Days
Final Contract Amount:	\$2,937,616.86	Final Substantial Completion Date:	September 24, 2020
Previously Paid:	\$2,811,826.71		
Final Retainage Payment Due:	\$52,985.14		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2017

671-00-2116-000-000-00-000-000000

COST:

Not-to-Exceed \$52,985.14

VENDOR:

Phillips/May – Basecom Joint Venture

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

Capital Improvement Program
Arlington Heights High School

RATIONALE:

Phillips/May - Basecom Joint Venture has completed all work as required per the terms of their construction contract. The work has been inspected by Hahnfeld Hoffer Stanford Architects and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
July 27, 2021**

TOPIC: APPROVE RENEWAL OF EDUPHORIA PREMIUM SUITE AND RELATED SERVICES

BACKGROUND:

Eduphoria Premium Suite Includes: STRIVE, AWARE, Facilities and Events, FormSpace, and TEKSbank, which provide the District and campuses with an integrated web-based solution for the Texas Teacher Evaluation and Support System (T-TESS); professional scheduling and tracking; customizable access to student-level assessment data; a tool for creating forms; as well as an item bank of assessment items and questions. In 2014-2015, the District purchased Eduphoria Premium Suite to consolidate services and save resources. Eduphoria Premium Suite provides teachers and instructional personnel access to multiple services through one portal, with integration and consistent navigation.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Eduphoria Premium Suite and Related Services
2. Decline to Approve Renewal of Eduphoria Premium Suite and Related Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Eduphoria Premium Suite and Related Services

FUNDING SOURCE

General Fund

Additional Details

199-31-6239-001-999-99-114-0000

COST:

\$332,215

VENDOR:

Region 11 Education Service Center

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 Region IX Master Agreement #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 Elementary School, Middle School, High School, and Specialty Campuses

RATIONALE:

T-TESS is a state requirement and the management of the entire evaluation process is critical to ensure accuracy and timely, accessible feedback for teachers. The tracking of professional learning is required as a part of state-mandated T-TESS; additionally, this tracking maintains compliance with other state and federal requirements, certification renewals, and district-required training. Accessible student-level data is essential to teachers for planning and adjusting instruction. The integration of these applications within one (1) system increases efficiency and effectiveness for teachers and administrators.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore



1451 S. Cherry Lane
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for
Eduphoria v22**

Enrollment Period: 09/01/2021 - 08/31/2022

Last Year Enrollment: 76858

Do you wish to RENEW your eduphoria!:Premium Suite? Please indicate in the drop-down menu to the right, whether your LEA will be RENEWING their subscription to the Eduphoria: Premium Suite, purchasing a NEW Eduphoria: Instructional subscription, or a NEW Eduphoria: Strive Only subscription.

Total number of Regular Instructional Campuses in your LEA (Do not include Alternative campuses in your count)

Total number of Alternative Education Campuses in your LEA

Are there multiple high schools in your LEA?

Yearly Subscription Fee

Eduphoria set-up, site-visit fees

Would you like your LEA to be invoiced before Sept. 1 or after Sept. 1?

Total:

Contract Contact: LaVonia Nelson, lnelson@esc11.net, (817) 740 - 7576

Answer	Price
RENEW Full Suite (\$2,365)	
133.00	
10.00	
Yes	
	\$314,545.00
	\$3,650.00
After Sept. 1	
	\$318,195.00



1451 S. Cherry Lane
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for
TEKSbank v28**

Enrollment Period: 09/01/2021 - 08/31/2022

Last Year Enrollment: 76858

If you wish to sign up for TEKSbank Software Contract, please answer A, B, AND C; then select either Option 1 or 2.

A. Total number of Pre-K, Kindergarten and 1st grade students in the LEA.

B. Total number of Regular Instructional Campuses in the LEA.

C. Total number of Alternative Education campuses in the LEA.

Option 1

If your LEA purchases access to Aware, please click the box to the right.

Option 2

If your LEA DOES NOT purchase access to Aware, click the box to the right.

Would you like your LEA to be invoiced before Sept. 1 or after?

Total:

Contract Contact: LaVonia Nelson/ESC11

Answer	Price
18,365.00	
133.00	
10.00	
<input checked="" type="checkbox"/>	\$14,020.00
\$14,020.00	



Master Interlocal Agreement


This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees

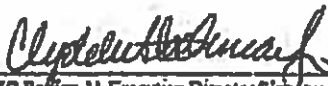
PREAMBLES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments in contract with each other to provide governmental functions and services; and
WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and
NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

- Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through mutually authorized methods.
- Relationship:** The relationship between the Parties is that of independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
- Agreement and Interpretation:** The Parties contract and agree that any litigation relating to this agreement, its terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
- Each party paying for the performance of governmental functions or services must make these payments from current revenues available to the paying party.**

Local Government
Fort Worth ISD
 Name of Local Government
100 N. University
 Address of Local Government
Jonathan Bey 817-814-2210
 Contact Name Phone Number
jonathan.bey@fwrisd.org
 Email Address

 Board President Signature
9/27/16
 Approval Date
220905
 County/District # (if applicable)

ESC Region 11
 1451 S. Cherry Lane
 White Settlement, Texas 76108
 Allen Dismas Cooper

 ESC Region 11 Executive Director Signature
10/12/16
 Date

ACTION AGENDA ITEM
BOARD MEETING
July 27, 2021

TOPIC: 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

BACKGROUND:

As a Local Education Agency (LEA), Fort Worth ISD is required by law to provide equitable services to private non-profit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area, their teachers, and their families [Every Student Succeeds Act, section 1117 (20 U.S. Code 6320)].

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

The agreement shall include the following services:

Title I:

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private non-profit obligations.
- Provide the LEA with:
 - Location and identification of economically disadvantaged students residing within the District, but attending private non-profit schools; and
 - Data for applications and compliance reports, as necessary.
- Provide direct services to private non-profit schools as required by Title I, including:
 - Ongoing negotiation of services for identified students;
 - Development of a personal academic plan for identified students in the targeted private nonprofit programs; and
 - Access to allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do-not-exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports, as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in private nonprofit schools.

Title II:

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private non-profit obligations.
- Provide the LEA with:
 - Location and identification of private nonprofit schools desiring to take part in Title II services; and
 - Data for applications and compliance reports, as necessary.
- Provide direct services to private non-profit schools as required by Title II, including:
 - Provide professional development at the private nonprofit campus site;
 - Provide access to Region 11 training, including institutes, speakers, and conferences; and
 - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory placed in private non-profit schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

Title III:

- Hire and retain qualified personnel sufficient to assist the LEA with Title III private non-profit obligations.
- Provide the LEA with:
 - Location and identification of private schools desiring to take part in Title III services; and
 - Data for applications and compliance reports, as necessary.
- Provide direct services to private non-profit schools as required by Title III, including:
 - Provide professional development at the private nonprofit campus site;
 - Provide access to Region 11 training, including institutes, speakers, and conferences;
 - Determine eligible students who are English language learners; and
 - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title III set-aside funds, including tracking and controlling inventory placed in private nonprofit schools and ensuring that administrative costs do not exceed the allowable limits for Title III.

Region 11 will provide Fort Worth ISD with the data required to complete compliance reports. The funds to provide the services are included in these grants and will not impact local funds. Administration costs for 2021-2022 should not-exceed \$82,500. Board approval is required by Region 11.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue	211-21-6239-04Y-999-24-510-000000-22F10 255-21-6239-04Y-999-24-528-000000-22F28 263-21-6239-04Y-999-25-590-000000-22F90
-----------------	---

COST:

2021-2022 Required Set-Aside Not-to-Exceed:

Title I, Part A.....	\$353,502
Title II, Part A.....	\$212,090
Title III, Part A.....	\$24,694

2021-2022 Region 11 Administration of Programs:

Title I, Part A.....	\$50,000
Title II, Part A.....	\$20,000
Title III, Part A.....	\$12,500

VENDOR:

Education Service Center (ESC) Region 11

PURCHASING MECHANISM

Interlocal Agreement

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

Private non-profit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area.

RATIONALE:

ESC Region 11 will provide services to participating private non-profit schools through a Shared Services Agreement. Approval of this request will:

1. Increase efficiency in the provision of services and resources to participating private nonprofit schools, as required by law.
2. Minimize the administrative cost of the program so that district resources can be allocated to other priorities.
3. Facilitate compliance with Texas Education Agency requirements.

INFORMATION SOURCE:

Michael Ball



Master Interlocal Agreement


This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees

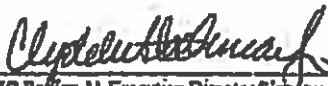
PREAMBLES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments in contract with each other to provide governmental functions and services; and
WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and
NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

- Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through mutually authorized methods.
- Relationship:** The relationship between the Parties is that of independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
- Agreement and Interpretation:** The Parties contract and agree that any litigation relating to this agreement, its terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
- Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.**

Local Government
Fort Worth ISD
 Name of Local Government
100 N. University
 Address of Local Government
Jonathan Bey 817-814-2210
 Contact Name Phone Number
jonathan.bey@fwisd.org
 Email Address

 Board President's Signature
9/27/16
 Approval Date
220905
 County/District # (if applicable)

ESC Region 11
 1451 S. Cherry Lane
 White Settlement, Texas 76108
 Allen Dismas Cooper

 ESC Region 11 Executive Director Signature
10/12/16
 Date

**ACTION AGENDA ITEM
BOARD MEETING
July 27, 2021**

**TOPIC: **APPROVE WORKFORCE SOLUTION OF TARRANT COUNTY
CONTRACT AMENDMENT BY EXTENDING THE CONTRACT
END-DATE AND ALLOCATE FUNDING THROUGH AUGUST 31, 2021
ADULT EDUCATION PROGRAM****

BACKGROUND:

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards. Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The Workforce Solutions of Tarrant County extended the FWISD Adult Education contract end-date by two months, in order to continue program operations while the 2021-2022 AEL contracts are being finalized and signed, and to provide interim funding to be utilized during the extension period.

The contract is amended by changing the contract end-date from June 30, 2021 to August 31, 2021 with allocating funding for the period of July 1, 2021 through August 31, 2021 in the amount of \$383,292.92 for Adult Education and Literacy program operations. These funds are part of the total funding to be allocated to the 2021-2022 contract, which begins on July 1, 2021. Accordingly, the allocation of funding provided in this amendment shall expire upon execution of the 2021-2022 contract.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solution of Tarrant County Contract Amendment by Extending the Contract End-Date and Allocate Funding Through August 31, 2021 Adult Education Program
2. Decline 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Adult Education Locations Throughout Tarrant County

RATIONALE:

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

INFORMATION SOURCE:

Sherry Breed

* * * * *

WORKFORCE SOLUTIONS

FOR TARRANT COUNTY

Tarrant County Workforce Development Board Contract Amendment No. 2

Program Contract No.: 20-SPC-AEL-004
Original Contract Period: July 1, 2020 thru June 30, 2021
Contractor Name: Fort Worth ISD

Reason for the Amendment:

To extend the contract end date by two months, in order to continue program operations while the PY 2021 AEL contracts are being finalized and signed, and to provide interim funding to be utilized during the extension period.

Amendment to Current Contract:

The contract is amended by:

1. Changing the contract end date from 6/30/2021 to 8/31/2021, and
2. Allocating funding for the period 7/1/2021 through 8/31/2021 in the amount of \$383,292.92 for AEL program operations.

It is understood and agreed by the parties that the funds allocated in this amendment are part of the total funding to be allocated to the contractor for Program Year 2021 which begins on July 1, 2021. Accordingly, the allocation of funding provided in this amendment shall expire upon execution of the PY 2021 contract.

Effective Date:

The effective date of this amendment is June 30, 2021.

Approved:


**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**



 Judy McDonald Date
 Executive Director

M
7/1/21



 Kent Scribner Date
 Superintendent, Fort Worth ISD

ACTION AGENDA ITEM
BOARD MEETING
July 27, 2021

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
CFEA(LOCAL), DBD(LOCAL) AND DEE(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:

- CFEA(LOCAL): Recommended for deletion. Items listed as optional deductions are included as mandatory deductions in the legally referenced policy, CFEA(LEGAL), and unnecessary to list in local policy.
- DBD(LOCAL): Revisions recommended. HB 23 eliminated the District option to extend the Chapter 176 requirements to employees with authority to approve contracts for the District.
- DEE(LOCAL): Revisions recommended. Procedures and processes for travel are outlined in the District online Travel Manual.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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 JULY 27, 2021

BOARD MEETING

- **CFEA(LOCAL):** Recommended for deletion. Items listed as optional deductions are included as mandatory deductions in the legally referenced policy, CFEA(LEGAL), and unnecessary to list in local policy.
- **DBD(LOCAL):** Revisions recommended. HB 23 eliminated the District option to extend the Chapter 176 requirements to employees with authority to approve contracts for the District.
- **DEE(LOCAL):** Revisions recommended. Procedures and processes for travel are outlined in the District online [Travel Manual](#).

~~PAYROLL PROCEDURES
SALARY DEDUCTIONS AND REDUCTIONS~~

~~CFEA
(LOCAL)~~

~~ADDITIONAL
AMOUNTS~~

~~In addition to legally required deductions, the Board shall permit voluntary deductions [see CFEA(LEGAL)] for:~~

- ~~1. Approved community charitable organizations, i.e., United Way, United Negro College Fund (UNCF), and Mexican American College Education Fund, Inc. (MACE);~~
- ~~2. U.S. Savings bonds;~~
- ~~3. Approved insurance programs;~~
- ~~4. Annuities/deferred compensation programs;~~
- ~~5. Other cafeteria plan options authorized by the Internal Revenue Service;~~
- ~~6. Area teachers' credit unions; and~~
- ~~7. As determined appropriate by the Superintendent or designee, contributions to relief efforts related to natural disasters such as hurricanes, tornadoes, tsunamis, and the like.~~

~~Employees may request additional voluntary salary deductions or change the amount(s) of those deductions in accordance with administrative procedures.~~

~~EXCESS LEAVE~~

~~Deductions shall be made for unauthorized or excess personal leave or sick leave. [See DEC]~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

DEFINITIONS

CONFLICT OF INTEREST

The public's trust requires that employees avoid even the appearance of a conflict between their professional responsibilities and their personal business interests. An employee shall not have a personal financial interest, business interest, or any other obligation that in any way creates a conflict with the proper discharge of assigned duties and responsibilities.

Conflict of interest occurs when an employee allows the possibility of direct or indirect personal gain to influence the employee's judgment or actions in the performance of duties and responsibilities. In the discharge of assigned tasks or functions, an employee shall avoid even the perception of conflict of interest and improper practices. An employee's conduct shall be on a fair, impartial, and impersonal basis to ensure high ethical and professional standards. An employee shall act in a manner that is above reproach and always in the best interest of the District.

COMPENSATION

To be compensated shall mean to receive money, a service, or another thing of value, or to receive a financial benefit in return for or in connection with a service provided.

SUPERVISORY RELATIONSHIPS

Supervisors at all levels shall avoid any conflict of interest as it relates to subordinates, by rank or classification, especially with subordinates within any supervisor's chain of command.

The authority of a supervisor over a subordinate is a responsibility entrusted to that supervisor by the Superintendent and the Board. That extended responsibility demands that every decision made by the supervisor be totally objective, impeccably fair, and above all, devoid of any favorable or unfavorable actions due to any relationship between the supervisor and the subordinate.

A supervisor shall not enter into or continue a business relationship with an employee within his or her chain of command.

An employee shall not perform any personal work at any time for supervisory personnel within the same chain of command as the employee.

Supervisory personnel shall not use their ~~positions~~ **position**, directly or indirectly, to harass, intimidate, oppress, or influence any employee to perform personal work at any time for any person or group.

Furthermore, and of paramount importance, the Superintendent and the Superintendent's cabinet, by virtue of their high level ad-

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

	<p>ministrative rank, shall not utilize the services of any District employee. Other members of the Superintendent's executive staff, with the approval of the Superintendent, may utilize the services of an employee who is not within the same chain of command.</p>
DISCLOSURE — GENERAL STANDARD	<p>An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.</p>
SPECIFIC DISCLOSURES SUBSTANTIAL INTEREST	<p>The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.</p> <p>Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent.</p>
INTEREST IN PROPERTY	<p>The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.</p>
CONFLICTS DISCLOSURE STATEMENT	The Superintendent, as required by law, and the principals, program directors and above, as required by the Board, shall file conflicts disclosure statements as promulgated by the Texas Ethics Commission.
ANNUAL FINANCIAL MANAGEMENT REPORT	<p>The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.</p> <p>[See BBFA]</p>
GIFTS	<p>An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]</p>
ENDORSEMENTS	<p>An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.</p>
SALES	<p>An employee shall not use his or her position with the District to attempt to sell products or services.</p>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

NONSCHOOL
EMPLOYMENT

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

The full-time position held by an employee of the District shall take precedence over any other occupational interest of the employee. No full-time employee of the District shall engage in any occupation during the contract or work year that is incompatible or presents a conflict of interest with his or her employment with the District.

An employee shall not perform any personal work during regular business hours, except while on approved personal leave. The use of any District facilities or property, equipment, or resources for personal business or gain is strictly prohibited.

An employee of the District shall not accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of official duties.

Prohibiting outside employment is reasonably related to the legitimate interest of the Board that public school employees devote their professional energies and efforts to the education of children. Prior to an administrator or supervisor engaging in any employment that may present a conflict of interest with his or her employment with the District, the administrator or supervisor shall obtain written approval from a cabinet member or the Superintendent.

Other employees who wish to accept outside employment or engage in activities for profit shall not allow such employment to interfere with the performance of their duties for the District as their time, interest, and responsiveness must be dedicated substantially to the school system. Outside employment activities shall be the responsibility of the employee. However, if a conflict of interest or incompatibility exists, or if it is determined that such employment interferes with the duties and proper performance of an employee's regular assignment, the employee shall be required to discontinue the outside employment activities. If the employee continues the outside/secondary employment, disciplinary action up to and including termination of employment with the District may result.

OUTSIDE
PROFESSIONAL
SERVICES

Professional personnel such as teachers, counselors, coaches, and the like, shall not privately tutor students for pay or provide other services to students for pay at the campus to which the employee is assigned, except:

1. During the summer months, or

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

2. For District-sponsored initiatives such as mentoring, tutoring programs, or athletic clinics as approved by UIL, when school is not in regular session.

Appropriate administrative approval must be obtained.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

PRIOR APPROVAL AUTHORITY REQUIRED	An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.
IN-STATE	Travel within the state of Texas requires approval of the appropriate budget owner and the immediate supervisor.
OUT-OF-STATE	Travel outside the state of Texas requires approval of the appropriate budget owner, the immediate supervisor, and a cabinet staff member.
OUT-OF-CONTINENTAL U.S.	Travel outside the continental United States requires approval of the appropriate budget owner, the immediate supervisor, a cabinet staff member, and the Superintendent.
KEY OFFICIALS	Key officials include the Superintendent, cabinet staff members, and staff member(s) responsible for government relations.
DOCUMENTATION REQUIRED	Supporting documentation (receipts) is required for all allowable expenses.
EXCEPTION	Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis unless specified in administrative regulations.
TRAVEL EXPENSES	<p>All expense reimbursements for allowable travel expenses, lodging, registration fees, meals, transportation, parking, and others-related miscellaneous expenses are subject to reasonable criteria in addition to the specific rules and regulations contained herein in the administrative regulations. Charges and expenses, in the opinion of the employee's supervisor approving the travel, and/or the business office, that are excessive, repetitive, not properly documented, or not related to the purpose of the travel, shall not be paid or reimbursed. If a funding source has stricter guidelines, the more stringent guidelines for travel expenses shall be applied. In the event that a funding source has stricter guidelines, the more stringent guidelines shall be applied.</p> <p>In the event an employee has a question about the propriety of an incurred cost or expense, it should be resolved prior to the expense becoming being obligated. Unauthorized or disapproved costs and expenses incurred by an employee become the sole responsibility of that employee and shall not be paid or reimbursed by the District. The final approval or disapproval of the business office may be reviewed by the Superintendent or designee(s).</p> <p>Employees shall be reimbursed for other reasonable travel expenditures according to state guidelines and subject to IRS</p>

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

	<p>regulations. If the Board authorizes travel reimbursement rates that exceed those authorized for state employees in the current state appropriations act, accounting records shall accurately reflect that no state or federal funds were used to pay or reimburse those excess amounts.</p>
NONREIMBURSABLE TRAVEL EXPENSES	<p>Expenses that are not directly related to or required for District business travel but incurred for the personal use or convenience of the traveler shall not be reimbursed (e.g., personal entertainment such as TV movies or magazines and newspapers; first class air-line ticket instead of coach or economy; personal phone calls, and the like.)</p>
TRANSPORTATION	<p>Maximum reimbursement for approved travel shall be allowed as follows:</p> <p>With prior approval, full reimbursement shall be allowed for air fare (coach or economy class, if available), taxi fares, bus or shuttle transportation, or automobile rental or the like.</p>
AIR TRAVEL	<p>Reservations for air travel charged to the District's account shall be made by the traveler with the District's designated travel agent. Air travel charged to the District's account must be authorized by the business office. The District's travel clerk will not make air travel reservations to the District's account.</p>
AIRPORT/ PARKING/TAXI	<p>Airport parking shall be advanced/reimbursed. The traveler should exercise judgment by weighing cost against other factors when considering the duration, type, and location of alternate types of parking. Mileage advance/reimbursement for use of a personal vehicle for transportation shall be allowed from the District administration building to the airport and return (one round trip) at the rates established in the Texas Comptroller of Public Accounts (Texas Mileage Guide). Taxi or shuttle fares shall be reimbursed for travel to or from home, airport, lodging, conference, etc.</p>
AUTOMOBILE TRAVEL RENTAL	<p>The traveler may rent an automobile if a public carrier is not available, if rental is more economical, or if the rental will materially increase the efficient use of the traveler's time. The use of a rental car must be for District business and not for the convenience of the individual. After the trip, a rental contract or receipt must be attached to the Travel Request Form.</p> <p>Automobile rentals may be processed on a purchase order.</p>
PRIVATELY OWNED VEHICLE	<p>If a privately owned automobile is used, reimbursement shall be made from/to Fort Worth to/from the city of destination on the basis of the rates established in the Texas Comptroller of Public Accounts (Texas Mileage Guide). Travel must be made by the most direct route for a maximum of 400 miles each way. For trips</p>

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

~~exceeding 400 miles each way, the allocation for meals and lodging will be the same amount as travel by airline.~~

~~For travel within the Dallas-Fort Worth metroplex, an employee of the District shall be reimbursed for mileage incurred while performing duties related to the job, only if such travel is at the request of and authorized by the employee's immediate supervisor. An employee shall use the District's mileage reimbursement log to request mileage reimbursement as well as any local parking fees and tolls. Mileage reports shall be submitted monthly for timely reimbursement to the District's controller's office.~~

~~For those employees who receive an automobile allowance, reimbursement shall not be given for travel within the Dallas-Fort Worth metroplex (except for parking).~~

~~The vehicle owner must have public liability insurance in force with at least the minimum coverage required by Texas law. Any damage or loss to a personal vehicle used for district business is the responsibility of the owner. Private insurance coverage serves as the primary policy for third party liability and physical damage to the vehicle. Vehicle owners are responsible for any deductible under the private automobile policy.~~

HOTEL
IN-STATE

~~For Board members and key officials, hotel advance/reimbursement shall be for actual conference/convention rates at designated conference/convention hotels or for the most reasonable accommodations available pursuant to District practices and procedures and in accordance with the Texas Comptroller of Public Accounts Per Diem Rate for Key Officials.~~

~~For District employees and students, hotel advance/reimbursement shall be for actual conference/convention rates at designated conference/convention hotels or for the most reasonable accommodations available pursuant to District practices and procedures and in accordance with the Texas Comptroller of Public Accounts (Texas Mileage Guide).~~

OUT-OF-STATE

~~Hotel advance/reimbursement shall be for actual conference/convention rates at designated conference/convention hotels or for the most reasonable accommodations available pursuant to District practices and procedures and in accordance with the U.S. General Services Administration Domestic Per Diem Rates.~~

OUT-OF-
CONTINENTAL
U.S.

~~Hotel advance/reimbursement shall be for actual conference/convention rates at designated conference/convention hotels or for the most reasonable accommodations available pursuant to District practices and procedures and in accordance with the U.S. Department of State Foreign Per Diem Rates.~~

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

CONFERENCE HOTELS DOCUMENTA- TION	Documentation verifying the conference/convention, etc., shall be attached to the Travel Request Form.
MEALS IN-STATE	For Board members and key officials, per diem for meals shall be advanced/reimbursed in accordance with the Texas Comptroller of Public Accounts Per Diem Rate for Key Officials. For District employees and students, per diem for meals shall be advanced/reimbursed in accordance with the Texas Comptroller of Public Accounts (Texas Mileage Guide).
OUT-OF-STATE	Per diem for meals shall be advanced/reimbursed in accordance with the U.S. General Services Administration Domestic Per Diem Rates.
OUT-OF- CONTINENTAL U.S.	Per diem for meals shall be advanced/reimbursed in accordance with the U.S. Department of State Foreign Per Diem Rates.
NON-OVERNIGHT	For Board members, key officials, and District employees, meals for nonovernight business trips are not advanced/reimbursed unless the business nature of the meal is substantiated on forms provided by the business office. The meal must meet IRS criteria for treatment as a business meal; otherwise, it is subject to federal income taxation. For students and accompanying District employees, meals for nonovernight trips are advanced/reimbursed at the limits set by District procedures.
OTHERS	Reimbursement for meals within the Dallas-Fort Worth metroplex or nonovernight business trips requires prior approval by a cabinet staff member and the Superintendent. In the event that meal costs are paid by one member of a District group, that cost may not be included in the expense report submitted by individuals in the group. Meals (banquets, luncheons, etc.) are frequently included in registration fees. All charges for meals are subject to approval by the appropriate budget owner, immediate supervisor, and/or cabinet staff member, or the Superintendent, depending on the trip destination. Meals provided as part of the professional activity of the event, shall be allowed at their actual cost; however, the per diem shall be reduced by either the actual cost or in accordance with District procedures.

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

~~INCIDENTAL
EXPENSES~~

~~Tips and gratuities are not reimbursable. However, on business meals for Board members and key officials, mandatory service charges for large groups of people shall be reimbursable.~~

~~When a District employee chooses to take his or her spouse, the employee shall pay the expenses for the spouse.~~

~~Telephone calls or Internet usage are not reimbursable unless they are related to District business.~~

~~REGISTRATION~~

~~Registration may be processed on a purchase order or Travel Request Form. Registration forms shall be attached to the purchase order or Travel Request Form.~~

~~Tours, side trips, and the like shall not be reimbursed by the District even though the total amount may be included in the registration. However, a personal check for such expenses may be attached to the registration, and it shall be mailed at the same time the registration fee is paid.~~

~~TRAVEL EXPENSE
ADVANCE~~

~~An advance of a reasonable amount of money shall be made on the Travel Request Form when submitted to the business office.~~

~~No travel advance shall be made to an employee traveling on District business if a previous advance for travel has not been reconciled and any unexpended advance refunded to the District. Continued failure to provide documentation shall result in appropriate disciplinary action.~~

~~REQUIRED
DOCUMENTATION
AFTER THE TRIP~~

~~The completed Travel Request Form together with the boarding passes, when available, and supporting receipts for hotel, bus or shuttle transportation, taxi fares, car rental, conference registration fees, parking, or other approved travel related expenses, must be presented to the business office within five days following the trip. Supporting documentation is required for all reimbursements. The actual type of documentation required is described on the Travel Request Form and District procedures.~~

~~SALES AND
OCCUPANCY TAX~~

~~The District is exempt from Texas sales tax. The traveler should review expenses as they are incurred to verify that sales tax has not been assessed.~~

~~In the case of hotel taxes, the District is exempt from Texas hotel occupancy tax. The District is not exempt from the city portion of the hotel occupancy tax. Copies of the Texas sales tax exemption and Texas hotel occupancy tax exemption forms are available in the business office. These forms should be submitted to the hotel at the time of registration/check-in.~~

Fort Worth ISD
220905

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

~~Out of state and out of continental United States sales tax and occupancy tax will be fully reimbursed.~~

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 July 23, 2021, at 2:30 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**