

*Board of Education
Regular Meeting
June 22, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, June 22, 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 p.m. the day of the meeting and may sign-up at the meeting until 5:20 p.m.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, June 21, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. RECOGNITIONS

- A. Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre
- B. Human Trafficking Campaign
- C. My Brother's Keeper and My Sister's Keeper Seniors

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. CALL PUBLIC HEARING TO ORDER

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

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

6. CLOSE 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 7

8. REPORTS/PRESENTATIONS

- A. Notice of Compliance with Board Member Training Requirements
- B. Student Learning Recovery Plan Utilizing American Rescue Plan Elementary and Secondary School Emergency Relief (ARP. ESSER) III Funds and Other Resources

9. DISCUSSION OF CONSENT AGENDA ITEMS

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.)

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2. June 14, 2021 - Special Meeting Minutes	23
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1. Approve Ratification of Water Damage Restoration Services at Campuses Due to Winter Storm 2021	27
2. Approve Ratification Purchase of Equipment and Services for Replacement of Fire Alarm Systems	33
3. Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)	59
4. Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers (Local Funds)	62
5. Approve 2021-2022 Allocations for Fort Worth After-School Partial Service Providers (Local Funds)	65
6. Approve Authorization to Enter into a Contract(s) for Moving Services (Phase Two)	69

7. Approve Authorization to Enter into a Contract(s) for Moving Services for Campus Moves	72
8. Approve Wireless Cellular Voice, Data, and Hotspots Services and Equipment for the 2021-2022 School Year	75
9. Approve Rental of Trailers for Mounting Private Wireless Internet Network Equipment	82
10. Approve Renewal of Provider for Plain Old Telephone Services (POTS) and Plexar Lines for 2021-2022 School Year	92
11. Approve Renewal Session Initiation Protocol (SIP) Trunking and Long-Distance Services for the 2021-2022 School Year	98
12. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities	102
13. Approve Annual Renewal of Wide Area Network Services for 2021-2022 School Year (E-Rate Eligible)	105
14. Approve Leadership Academy Network Professional Learning Plan for the 2021-2022 School Year	111
15. Approve Purchase of Online Literacy Resources for the Leadership Academy Network Schools for the 2021-2022 School Year	124
16. Approve Purchase of Software and Training Resources for the Leadership Academy Network Teachers and Staff for the 2021-2022 School Year	135
17. Approve Purchase of Math Resources for the Leadership Academy Network for the 2021-2022 School Year	148
18. Approve Purchase of Wide-Area Network Capacity Upgrades to Support Digital Learning	153
19. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools	165
20. Approve Purchase of a Literacy Software Program and Training	176
21. Approve Purchase of a Structured Primary Literacy Program and Training	181
22. Approve Purchase of Copier Paper	191
23. Approve Purchase of Public Address System, Cabling and Installation Services	196
24. Approve Purchase of Network Electronics for Remodel of 4200 Lubbock Avenue Warehouse	202
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	208

26. Approve Purchase of E-Rate Consulting Services	212
27. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2021-2022 School Year	214
28. Approve Instructional Agreement Between Fort Worth Independent School District and Tarrant County College District Dual Credit Program	216
29. Approve Agreement for the Provision of District-Wide Internet Access Services	251
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	258
31. Approve Contract Between the Leadership Academy Network and a Literary, Educational Vendor to Provide Writing Instruction and Promote Social-Emotional Learning	263
32. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University College Advising Corps	273
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	283
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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	297
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G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center	322
H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International	327
I. Approve Lease of Real Estate Property and Mineral Rights for Lot 21 and 22, Block 6, Eastbrook Addition, Tarrant County, Texas	334
J. Approve Resolution to Allow the Sale of Real Property Previously Struck-Off for Taxes	352

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	358
L. Approve First Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL), and DEE(LOCAL)	368
M. Approve Texas Education Agency (TEA) Waiver Request for Cardiopulmonary Resuscitation (CPR) Requirement	383
N. Approve 2020-2021 Final Budget Amendment	392
O. Approve Membership in the Lonestar Education and Research Network (LEARN)	397
P. Approve Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre	399
Q. Approve Donation of Obsolete Instructional Materials from Selected Campuses	402
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	404

11. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR 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

14. ACCEPT CONSENT AGENDA

15. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Senior Officer, Grants and Development

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
- B. Approve 2021-2022 Budget for the Leadership Academy Network/Texas Wesleyan Management Team 410
- C. Approve 2021-2022 Budget for the Leadership Academy at J. Martin Jacquet Middle School 413
- D. Approve Salary Increases for the 2021-2022 School Year 416
- E. Election of Board of Education Officers

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

18. ADJOURN

ACTION AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE ADOPTION OF PROPOSED 2021-2022 BUDGETS FOR THE GENERAL FUND, DEBT SERVICE FUND, AND CHILD NUTRITION FUND

BACKGROUND:

Section 44.002 of the Texas Education Code requires the Superintendent to prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. The District must adopt a budget prior to June 30th annually with a July 1st fiscal year start date. Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund must be included in the official District budget. The required Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate has been published within the time frame required by law and in accordance with the other legal requirements as contained in Section 44.004 of the Texas Education Code. Prior to this action agenda item, the District held a public hearing, presented the proposed 2020-2021 budgets, and provided the public the opportunity to comment on the proposed 2020-2021 budgets. Finally, the District has posted a summary of the proposed budget on the school District's internet website in accordance with Section 44.0041 of the Education Code. Therefore, all prerequisites for the adoption of the 2020-2021 budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund have been met.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Adoption of Proposed 2021-2022 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund
2. Decline Adoption of Proposed 2021-2022 Budgets for The General Fund, Debt Service Fund, and Child Nutrition Fund
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

No Cost

COST:

No Cost

VENDOR:

Each of the proposed budgets outlines estimated revenue by object code, anticipated appropriations by function, and the effect on fund balance for the 2021-2022 fiscal year.

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All District Schools/Departments

RATIONALE:

The Education Code and State Board of Education require the adoption of budgets for the General Fund, Debt Service Fund, and the Child Nutrition Fund by June 30th annually and prior to the expenditure of funds starting on July 1st annually.

INFORMATION SOURCE:

Michael Ball

2021-2022 PROPOSED BUDGETS
GENERAL FUND, DEBT SERVICE FUND, AND CHILD NUTRITION SERVICE FUND
JUNE 22, 2021

	ESTIMATED REVENUE	GENERAL FUND	DEBT SERVICE FUND	CHILD NUTRITION SERVICE FUND
5700	Local	\$ 476,164,670	\$ 133,870,452	\$ 2,496,373
5800	State	313,893,903	1,483,938	253,000
5900	Federal	14,931,000		42,488,300
7900	Other Resources	9,500,000		
	Total Estimated Revenue	814,489,573	135,354,390	45,237,673

Function	Estimated Appropriations			
11	Instruction*	487,486,217		
12	Instruction Resources and Media Serv.	12,467,305		
13	Curriculum and Instructional Staff Develop.	12,808,751		
21	Instructional Administration	16,210,897		
23	School Administration	52,015,060		
31	Guidance and Counseling Services	49,102,901		
32	Social Work Services	5,524,281		
33	Health Services	11,841,876		
34	Student Transportation	23,681,360		
35	Food Services	1,026,213		45,172,673
36	Cocurricular/Extracurricular Activities	17,260,842		
41	General Administration	24,791,313		
51	Plant Maintenance and Operations	103,160,637		65,000
52	Security and Monitoring Services	21,367,615		
53	Data Processing Services	17,953,972		
61	Community Services	5,443,886		
71	Debt Service	-	106,088,100	
81	Facilities Acquisition and Construction	148,050		
95	Payments to Juvenile Justice Alt Ed Prog.	285,000		
97	Tax Increment Financing	-		
99	Other Intergovernmental Charges	2,901,500		
	Total Estimated Appropriations	\$ 865,477,676	\$ 106,088,100	\$ 45,237,673
	Excess Revenue/Appropriations and Change in Fund Balance	\$ (50,988,103)	\$ 29,266,290	\$ -

*NOTE: In accordance with House Bil 5, FWISD has budgeted for Accelerated Instruction in the General Fund for students who fail End of Course Exams. The budget is incorporated in Function 11 and can be identified separately by local option sub-object account codes. The Accelerated Instruction budget will be adopted as a part of the Board of Education's adoption of the General Fund Budget on June 22, 2021.

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 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 May 25, 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 May 25, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Complex, 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 May 21, 2021 at 05:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MAY 25, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 21, 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 Code Section 551.001 et seq.

Given under my hand on May 21, 2021.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

- Daphne Brookins
- Anne Darr
- CJ Evans
- Tobi Jackson
- Anael Luebanos
- Ashley Paz
- Quinton Phillips
- Jacinto Ramos
- Michael Ryan

The following administrators were present:

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

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM
Present Ramos called the meeting to order at 5:30 p.m.

2. PLEDGES

Clint Bond lead the pledges.

3. PUBLIC COMMENT

The following public comment speakers spoke in-person.

Amanda Coleman
Missie Carra
Suzanne Asfar
Steven Poole
Erik Richerdson
Cathleen Powderly
Laura Castillo
Christi Beck
Marshall Hobbs
Carlos Turcios
Elizabeth Sinky
Katie Kolman
Rachel Ponce (Spanish translator used)
Robert Buker
Alyson Pollak
Traci Jenkins
Blanca Martinez
Jessica Cheek
Tiffany Crockett
Armandina Gurra
Janet Diaz
Andrea Mao
Ale Checka
Jillene Turner
Zuelkys Karmen

Clint Bond and Senior Communications Officer, Barbara Griffith, alternated reading written statements from the following public comment speakers:

Cindy Verastegui
Magaly Morales
Scarlett Garcia
Lupita Aviles
Isela Estrada
Mindy White
Juanita Rivas
Zayda Amaya
Mayra Mendoza
Concerned Grandmother
Brenda Arrieta
Daysi Chapparo
Maria Avila
Carolyn Delgado
Amber Murphy

Shelley Smith
Michael Blackmon
Jenny Gardner
Alisha Nicholson
Katy Hough
Vianca Martinez
Denise Smith
Amy Perez
Ivana Puentes
Indiro Rubio Lopez
Claudia Ramos
Alyssa Martinez
Sharon Davis
Ssey Dominguez
JuanaLizvet Gonzalez
Marissa Marrow
Gloria Emilce Hernandez
Violeta Garcia
Annette Presley
Pam Weatherford
Maria Sanchez
Thomas Ellery
Tiffany White
Mayra Lira
Cindy Peterson
Chris Birditt

4. RECOGNITIONS

A. University Interscholastic League (UIL) Athletic Competition State Track and Field Medalists

Clint Bond gave a brief synopsis of the students, who placed in the State Track and Field UIL Athletic Competition. The students received a standing ovation from the audience, the Administration Team, and the Board. The students' parents and coaches were also recognized.

B. Faye Daniels/Board Recognition

Vice-President Tobi Jackson gave this recognition and acknowledged Faye Daniels', the Executive Secretary, 35 years of service with the District. The Board presented Faye with a gift and a plaque.

5. REPORTS/PRESENTATIONS

A. Lone Star Governance: Constraints 3, 4, and 5

President Ramos turned the meeting over to Dr. Scribner, who introduced Deputy Superintendent Karen Molinar and gave this presentation.

The Board listened attentively as Ms. Molinar discussed the *Lone Star Governance: Constraints 3, 4, and 5 and the Racial and Ethnic Equity* presentation, which included P-TECH and Programs/School of Choice. The Chiefs were on standby to answer questions from the Board.

B. 2021-2022 Budget Update

Dr. Scribner introduced Chief Financial Officer, Michael Ball, who updated the Board on the 2021-2022 Budget Update.

Mr. Ball informed the Board to expect numerous budget amendments for the Fiscal Year 2021-2022, showed and explained the ESSER III Allocation Funds, and the Budget Adoption Timeline. The Board reviewed the District's 2021-2022 Draft Budgets, and Mr. Ball recommended the Board to adopt the budgets on June 22, 2021, Board meeting. Lastly, Mr. Ball discussed the tax rate considerations, the state funding disclosure, and compensation plan.

6. DISCUSSION OF CONSENT AGENDA ITEMS

The Board commented and asked questions on the following Consent Agenda Items:

7.B.5 Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the 4200 Lubbock and 2224 Lancaster Warehouses

7.B.8 Approve Purchase of Equipment and Services for a Private Wireless Network for Secure Home Internet Access

7.M Approve Additional Spending Authority for Furniture, Fixtures, and Equipment, (FF&E) for Eastern Hills High School Job #006-202 in Conjunction with the 2017 Capital Improvement Program

7. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a 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. April 27, 2021 - Regular Minutes
2. May 11, 2021 - Special Meeting Minutes

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


1. Approve Elevator Modernization at Boulevard Heights

 Elevator Modernization

2. Approve Payment of Legal Fees Related to Property Value Audits
 Legal Fees
3. Approve Authorization to Enter into a Contract(s) for Cubicle Relocation Services
 Cubicle Relocation Services
4. Approve Authorization to Enter into a Contract(s) for Moving Services (Phase One)
 Moving Services
5. Approve Purchase of Furniture, Fixtures, and Equipment (FF&E) for the 4200 Lubbock and 2224 Lancaster Warehouses
 FF&E Warehouses
6. Approve Purchase of Services for Development of a Technology Long-Range Master Plan
 Long-Range Master Plan
7. Approve Purchase of Information Technology Advisory Services
 Technology Advisory Services
8. Approve Purchase of Equipment and Services for a Private Wireless Network for Secure Home Internet Access
 Secure Home Internet Access
9. Approve Purchase of Spanish Reading Intervention Kits for Dual Language Classrooms Grades PK-5
 Spanish Reading Intervention Kits
10. Approve Purchase of Supplemental Spanish Phonics Kits, Grades 1 and 2
 Spanish Phonics Kits
11. Approve Purchase of Montessori Teacher Training
 Montessori Professional Development
12. Approve Purchase of Montessori Public School Design Support

 Montessori School Design


13. Approve Purchase of New Tech School Design at Western Hills High School

 New Tech School Design

14. Approve Resolution Extending Depository Contract for the Period July 1, 2021, Through June 30, 2023, with One Change in Terms

 Extending Depository Contract

C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Learning for Life

 Learning for Life - MOU


D. Approve Memorandum of Understanding Between Fort Worth Independent School District and Magna Mechanical

 Magna Mechanical - MOU

E. Approve Additional Funding to Support District Internet Access Services

 Internet Access Services


F. Approve Additional Funding for Cost Increase of Long-Distance Services and Fees

 Long-Distance Services and Fees

G. Approve Additional Funding for Plain Old Telephone Service (POTS) and Dedicated Lines Used for 911

 Plain Old Telephone Service

H. Approve District Teaching Permit for Non-Core CTE Courses

 Teaching Permit Non-Core

I. Approve Proposed Board of Education Meeting Dates for the 2021-2022 School Year

 BOE Meeting Dates


J. Approve Compensation Manual Amendment for the Teacher Incentive Allotment

 Compensation Manual

K. Approve Budget Amendment for the Period Ended April 30, 2021

 Budget Amendment

L. Approve Quarterly Investment Report for the Period: January 1, 2021 - March 31, 2021

 Quarterly Investment

M. Approve Additional Spending Authority for Furniture, Fixtures, and Equipment (FF&E) for Eastern Hills High School Job #006-202 in Conjunction with the 2017 Capital Improvement Program

 Additional Spending Authority

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

The meeting was recessed at 7:45 p.m. for executive session.

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

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

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

1. Emergency Medical Technician

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:58 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve Accept Consent Agenda.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

13. 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 Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code.

Tobi Jackson read the motion.

The motion was unanimously approved.

C. Approve Renewal and Awarding Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2021-2022 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers

Cynthia Rincon, Chief of Risk, Ethics and Compliance Management, explained this action item to the Board.

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Renewal and Awarding Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2021-2022 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers.

The motion was unanimously approved.

D. Approve Second Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(LOCAL)

Board Policies

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Second Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(LOCAL).

The motion was unanimously approved.

E. Consider and Take Possible Action Regarding Current COVID-19 Protocols

COVID-19 Protocols

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Consider and Take Possible Action Regarding Current COVID-19 Protocols.

Discussions were made by: Ashley Paz, Anne Darr, and Daphne Brookins.

The motion was approved.

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

No: Ashley Paz.

F. Consider Approval of Food Service Management Contract Subject to Review and Final Approval by the Texas Department of Agriculture

Food Service Management

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve Food Service Management Contract Subject to Review and Final Approval by the Texas Department of Agriculture.

The motion was unanimously approved.

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

The following comments were made by:

Anne Darr recognized District 6 students, robotic, band, choir, orchestra, and extra-curricular teams, who placed at District, state and national level competitions.

Anael Luebanos recognized the Paschal High School UIL Academic Teams for placing in competitions.

Daphne Brookins thanked the Board for their donations and set-up a \$500 Scholarship at Poly High School in memory of her late husband, who was a Poly alumnus. Quinton Phillips doubled the scholarship to \$1,000.

15. ADJOURN

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on June 14, 2021.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on June 14, 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 14, 2021 at 12:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JUNE 14, 2021

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 14, 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 Code Section 551.001 et seq.

Given under my hand on June 10, 2021

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Improvement Program
Raul Pena, Chief of Student and School Support, 2 and 3
Cherie Washington, Chief of Student and School Support, 1 and 4
Clint Bond, Executive Director of External & Emergency Communications
Barbara Griffith, Senior Communications Officer
Michael Ball, Chief of Business and Financial Services
Jerry Moore, Chief Academic Officer
Karen Molinar, Deputy Superintendent

Cynthia Rincon, Chief of Risk, Ethics and Compliance Management
David Saenz, Chief Innovation Officer
Marlon Shears, Chief Information Officer
Kermit Spears, Chief Talent Officer

1. 5:30 p.m. - CALL SPECIAL MEETING TO ORDER

President Ramos called the meeting to order at 5:30 p.m.
Clint Bond lead the Pledges in honor of Flag Day.

2. PUBLIC COMMENT

1. Kent Kuhl

4. CANVASS VOTES OF JUNE 5, 2021 RUNOFF ELECTION FOR SINGLE MEMBER DISTRICT 9

President Ramos commenced with this agenda item, due to Trustee Ashley Paz arriving late to the meeting. Upon Ashley Paz arrival, Mr. Ramos decided to move back to the Recognitions portion of the agenda.

3. RECOGNITIONS

A. Trustee Recognition

Mr. Ramos recognized and thanked Trustee Ashley Paz for service and commitment to the Board and presented her with a plaque. Ashley Paz shared her thoughts and experience as District 9 trustee.

4. CANVASS VOTES OF JUNE 5, 2021 RUNOFF ELECTION FOR SINGLE MEMBER DISTRICT 9

The Board reviewed the June 5, 2021, Runoff Election results for Single Member District 9.

5. APPROVE CANVASS CERTIFICATION OF JUNE 5, 2021 TRUSTEE RUNOFF ELECTION FOR DISTRICT 9

 Canvass Certification

President Ramos read aloud the June 5, 2021 Runoff Election results:

Roxanne Martinez received **2,176** votes.
Cade Lovelace received **1,794** votes.

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Canvass Votes of June 5, 2021 Runoff Election for Single Member District 9.

The motion was unanimously approved. 25

6. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 5, 2021 TRUSTEE RUNOFF ELECTION FOR DISTRICT 9

Resolution and Order Declaring Results

Motion was made by Ashley Paz, seconded by Michael Ryan, to approve Resolution and Order Declaring Results of June 5, 2021 Trustee Runoff Election for District 9.

The motion was unanimously approved.

7. SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 9

Trustee-Elect Roxanne Martinez read aloud and signed the Statement of Officer. Afterwards, Elections Officer, Dr. Amanda Coleman, assisted Ms. Martinez to recite and sign the Oath of Office.

8. DISCUSSION ON GOVERNANCE AND ROLES OF BOARD OFFICERS

President called a ten minute recess before reconvening and discussing this agenda item at the Board Conference Room. President Ramos commenced the discussion with an overview of the roles of board officers. Trustee CJ Evans and Quinton Phillips explained a process to the Board on selecting board officers, and the importance of having a succession plan in place. The Board participated in the *School Board President and Board Officers Expectations Activity*. The trustees wrote down five (5) expectations they expect from future board presidents and board officers. Afterwards, each trustee shared their expectations..

9. ADJOURN

The meeting was adjourned at 7:14 p.m.

/s/ Christian Alvarado
Board of Education

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

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE RATIFICATION OF WATER DAMAGE RESTORATION SERVICES AT CAMPUSES DUE TO WINTER STORM 2021**

BACKGROUND:

The winter storm in February 2021 caused water damage to 65 campuses. Three (3) elementary campuses (Westpark, Bonnie Brae, and Tanglewood) suffered considerable damage, resulting in the need for water extraction, removal of carpet, cutting of drywall, subcontracting of desiccant services (drying ducts powered by diesel generators), dehumidifiers and fans to supplement desiccant services, and moisture monitoring to ensure effective drying.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Water Damage Restoration Services at Campuses Due to Winter Storm 2021
2. Decline to Approve Ratification of Water Damage Restoration Services at Campuses Due to Winter Storm 2021
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-S21-XXX-99-451-000000

COST:

\$319,351.43

VENDOR:

Blackmon Mooring

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 591-19. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Elementary Schools:

Westpark Elementary \$137,324.82	Bonnie Brae Elementary \$77,186.54	Tanglewood Elementary \$104,840.07
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RATIONALE:

Emergency restorative services were necessary due to the water damage suffered at these campuses.

INFORMATION SOURCE:

Michael Ball

**BMS CAT**1.800.433.2940
www.bmscat.comFort Worth ISD - Westpark
Attn: Accounts Payable
10202 Jerry Dunn Pkwy
Benbrook, TX 76126Invoice: YY21972-93250
Date: 05/10/21
Terms: **Net 21**
Fed. ID #: 75-1005236
Appt. #: DFW35650100**INVOICE***For restoration services rendered at your facility - Winter Storm Feb 2021.***Fort Worth ISD - Westpark**

Labor	\$ 4,918.50
Materials	639.30
Equipment	1,445.00
Reimbursables	1,759.52
Dehumidification - 51,425 sq.ft. @ \$2.50 per sq.ft.	128,562.50
Subtotal	\$ 137,324.82
Sales tax - EXEMPT - Tax ID# 1-75-60016135	0.00
TOTAL DUE AND PAYABLE	\$ 137,324.82

*** - taxable classification**

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

NOTE: any applicable taxes to be applied to future invoicesRespectfully Submitted,
BMS Cat LLC

Please wire payment to:

Wells Fargo Bank, N.A.
ABA #: 121000248
Acct. Name: BMS Cat, LLC
Acct. #: 466-0574732**-or-** Remit payment to:Blackmon Mooring of Texas
Attn: A/R Department
315 North Great SW Pkwy
Arlington, TX 76011Robert Lain
General Manager*Please reference the invoice number on your payment document*



Fort Worth ISD - Bonnie Brae Elementary
 Attn: Accounts Payable
 3504 Kimbo Rd
 Fort Worth, TX 76111

Invoice: YY22275-93595
 Date: 05/10/21
 Terms: Net 21
 Fed. ID #: 75-1005236
 Appt. #: DFW35666800

INVOICE

For restoration services rendered at your facility - Winter Storm Feb 2021.

Fort Worth ISD - Bonnie Brae Elementary	
Labor	\$ 2,625.75
Materials	30.50
Equipment	2,185.00
Reimbursables	9,845.29
Dehumidification - 25,000 sq.ft. @ \$2.50 per sq.ft.	62,500.00
Subtotal	\$ 77,186.54
Sales tax - EXEMPT - Tax ID# 1-75-60016135	0.00
TOTAL DUE AND PAYABLE	\$ 77,186.54

** - taxable classification*

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

NOTE: any applicable taxes to be applied to future invoices

Respectfully Submitted,
 BMS Cat LLC

Please wire payment to:
 Wells Fargo Bank, N.A.
 ABA #: 121000248
 Acct. Name: BMS Cat, LLC
 Acct. #: 466-0574732

-or- Remit payment to:
 Blackmon Mooring of Texas
 Attn: A/R Department
 315 North Great SW Pkwy
 Arlington, TX 76011

Robert Lain
 General Manager

Please reference the invoice number on your payment document



Fort Worth ISD - Tanglewood Elementary
 Attn: Accounts Payable
 3060 Overton Park Dr W
 Fort Worth, TX 76109

Invoice: YY22198-93594
 Date: 05/10/21
 Terms: Net 21
 Fed. ID #: 75-1005236
 Appt. #: DFW35659100

INVOICE

For restoration services rendered at your facility - Winter Storm Feb 2021.

Fort Worth ISD - Tanglewood Elementary

Labor	\$ 2,318.25
Materials	160.25
Equipment	5,330.00
Reimbursables	34,531.57
Dehumidification - 25,000 sq.ft. @ \$2.50 per sq.ft.	62,500.00
<hr/>	
Subtotal	\$ 104,840.07
Sales tax - EXEMPT - Tax ID# 1-75-60016135	0.00
<hr/>	
TOTAL DUE AND PAYABLE	<u>\$ 104,840.07</u>

** - taxable classification*

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

NOTE: any applicable taxes to be applied to future invoices

Respectfully Submitted,
 BMS Cat LLC

Please wire payment to:
 Wells Fargo Bank, N.A.
 ABA #: 121000248
 Acct. Name: BMS Cat, LLC
 Acct. #: 466-0574732

-or- Remit payment to:
 Blackmon Mooring of Texas
 Attn: A/R Department
 315 North Great SW Pkwy
 Arlington, TX 76011

Robert Lain
 General Manager

Please reference the invoice number on your payment document



Vendor Contract Information

Back

Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

Blackmon Mooring Services, LTD[X]

Price Range

Show all prices

Category

None Selected

Contract

General Disaster Recovery and Restoration Services[X]

Vendor Name: Blackmon Mooring Services, LTD
Address: 5718 Airport Freeway
 Haltom City, TX 76117
Phone Number: (817) 810-5679
Alternate Phone Number: 817-810-5604
Email: jfisher@bmsmanagement.com
Website: <http://www.blackmonmooring.com>
Federal ID: 75-2964964
Contact: Nannette Estes
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: Yes
No Excluded Foreign Terrorist Orgs: Yes
Contract Name: General Disaster Recovery and Restoration Services
Contract#: 591-19
Effective Date: 10/01/2019
Expiration Date: 09/30/2022
Payment Terms: Net 30 Days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: All States
Quote Reference Number: 591-19
Additional Dealers: BMS CAT Atlanta, Norcross GA; Blackmon Mooring Austin, Round Rock TX; Littleton MA; BMS CAT Chicago, Addison IL; BMS CAT Cleveland, Cleveland DFW, Arlington, TX; Blackmon Mooring Houston, Houston TX; BMS CAT Los BMS CAT Miami, Pompano Beach FL; BMS CAT Nashville, Antioch TN; BMS Fairfield NJ; Blackmon Mooring Oklahoma, Oklahoma City OK; BMS CAT Or Blackmon Mooring San Antonio, San Antonio TX; BMS CAT San Francisco, t Mooring Tulsa, Tulsa OK; BMS CAT Washington DC, Elkridge MD

Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

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

BACKGROUND:

A ratification is necessary for purchase of equipment and services that were urgently needed to replace fire alarm systems at Daggett Middle School, Luella Merrett Elementary and Rosemont 6th Grade. The fire alarm systems were outdated and failed, resulting in interruptions of service. This request includes equipment, materials and installation services for a complete fire safety system replacement at these campuses.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-810-XXX-99-423-000000

COST:

\$606,594

VENDOR:

Century Fire Systems.....\$473,983
Firetrol Protection Systems, Inc.....\$132,611

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 ESC Region 19 Allied States Cooperative Contract 17-7245 for Century Fire Systems and through the Department of Information Resources Contract DIR-CPO-4501. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Daggett Middle School	Luella Merrett Elementary	Rosemont 6 th Grade
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RATIONALE:

This purchase ensures that the required fire safety equipment is installed and functioning at these campuses.

INFORMATION SOURCE:

Marlon Shears



Fire Alarm Proposal

Date: June 8, 2021

To: Randy Loftin
Fort Worth ISD
17-7245

Project: FWISD Daggett MS
1108 Carlock
Fort Worth, TX

Date of Plans: N/A

Base Bid Scope of Work:

Century Fire Protection will provide plans, permit, and test with the City of Fort Worth Fire Department. Century Fire Protection will provide a new fire alarm system with the following material per NFPA, local City codes, and plans provided.

- Addressable Silent Knight 6820 EVS fire alarm panel with voice evacuation.
- Addressable photo smoke detector located above the main fire alarm panel and any remote panels as needed.
- Addressable photo smoke detectors in the path of egress, gym, and auditorium areas per owner.
- Addressable heat detectors above the stage area and in the kitchen area of the building.
- Addressable manual pull station located next to the main fire alarm panel with stopper cover.
- Addressable photo smoke detectors located in each elevator lobby for elevator recall functions.
- Addressable photo smoke detectors located in each elevator machine room for elevator recall functions.
- CO detectors in each classroom and any other rooms with gas burning appliances.
- Remote mount annunciator located at the front entrance of the building.
- Addressable monitor modules to monitor the fire sprinkler water flow and tamper installed by others.
- Addressable monitor modules to monitor the kitchen hood system installed by others.
- Ceiling mount speaker strobes and strobes throughout the building for occupant notification.
- Wall mount speaker strobes in the gym area with cages for protection.
- Weatherproof horn strobe located on the outside of the building above the FDC connection per code.
- AES radio dialer provided by Fort Worth ISD.
- 110v surge protector provided by Century Fire Protection and installed by others.
- Wall mount records document box per code.
- WE will demo old fire alarm system.
- We will replace the ceiling tiles in areas that we take out old devices that are not required.
- We will provide and install box covers when we take down old devices in the sheetrock ceiling or in the walls.
- We will connect the 110V power to the new panel and any remote power supplies as needed.

Base Bid Notes:

- CAD files are to be provided by others. If CAD is not provided, then there will be an additional cost to provide CAD and will be quoted separately for this bid.
- All work covered under this proposal to be performed during normal business hours. Monday thru Friday (7:00 AM to 4:00 PM)
- Any work required of Century Fire Protection that is above and beyond the above scope of work in this proposal.
- Duct detectors will be provided by Century Fire Protection and will be installed by others on all AHU units over 2000 CFM.
- Below base bid price is valid for 90 days from date of proposal.
- Century Fire Protection can offer a (1) year warranty on labor and a (3) year warranty on material for this job.

Exclusions to Base Bid:

- All required fire caulking will be done by others.
- Sheet rock repair, painting, patch work, to be done by others.
- Furnishing and installation of electromagnetic door holder hardware is excluded from this proposal.
- (2) Dedicated (POTT's) phone line for remote monitoring are to be provided by others.

- No fire pump monitoring is included in this quote.
- Safety standards in excess of our company standard safety policy requirements.
- Payment/performance bonds are excluded from our pricing. (They can be added for an additional cost to the base bid).
- Excludes 3D-BIM CAD drafting and modeling.
- Any third-party review if needed.

**BASE BID TOTAL WITH 24v CO DETECTORS AND MINI
MODULES \$149,250.00**

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

**BASE BID TOTAL WITH ADDRESSABLE CO DETECTORS
\$153,120.00**

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Authorized Signature: Chris Harris

I agree to the above scope of work, specifications, pricing, and terms and authorize Century Fire Protection 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:

Print: _____

Signature: _____

Title: _____

PO# _____

TERMS AND CONDITIONS

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event of layout of Purchaser's facilities has been altered, or is altered prior to completion of this contract, Purchaser shall advise Seller of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Purchaser agrees that payment to Seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due to payment within (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such lesser rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by the Seller. Seller shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information to Purchaser with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION

When the Seller does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the contract price and additional work involved at Seller's price for such work then in effect.

SITE FACILITIES

Purchaser shall furnish access to all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material. Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to the areas where peripheral devices may be located. If keys are not available, Purchaser agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Purchaser agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Purchaser acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Purchaser recognizes that those reports may result in requirement by the fire authorities that changes be made in Purchaser's premises. Where the wet pipe system is installed, the Purchaser assumes full responsibility for indicating where all dry system(s) low point drains to the Seller's service personnel during the Seller's work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erecting the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

Seller shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by Seller's active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Purchaser shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, Seller's liability on any claim for loss of liability arising out of or connected with this contract or any obligation resulting therefrom or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled "Warranty" and shall in no event exceed the amount paid by the purchaser for the applicable product or service hereunder. Unless specifically included in the work order, Seller shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

WARRANTY

Seller agrees that for a period of one (1) year after completion of work performed hereunder, it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. As used herein, the term "defective" means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the Seller does not warrant the operation of the system or that work, or equipment provided by the Seller will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. Seller warrants the products of manufactures supplied hereunder for a period of (3) years. Seller's warranty expressly excludes, without limitation, water or flooding, mold defects, misuse, or recall of products or components manufactured by third parties, defects in installation by third parties, any sheet rock repair or painting of pipe and Seller shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IDEMNITY

Seller shall not be liable for claims, losses, or damages arising from any act or omission of Purchaser, including without limitation, Purchaser's failure to activate or authorize the operation of any portion of the system or Purchaser's modifications, alterations, or adjustments to any of the equipment or systems. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all liability, claims, losses, cost, including reasonable attorney's fees, incurred in connection with any third-party claim arising from or related to (i) Seller's provision of products or services hereunder; or (ii) acts of omissions of Purchaser. Seller reserves the right to select counsel to represent in such action.

CHANGES, ALTERATIONS, ADDITIONS

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changed approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delay, the estimate of Seller's estimating department as to the value of the work shall be deemed acceptable by the Purchaser.

ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any arbitration proceedings shall be held in Atlanta, Georgia.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during normal business hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

INDIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by the Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises remove all or any portion of the system. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay an installment of price when due, no demand being necessary, or an act of omission on the part of Purchaser whereby Seller is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Purchaser or in case the Purchaser's premises or fire alarm system shall be attached, lined, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten(10) days after its occurrence.

OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages, including reasonable attorney's fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost to protect such individuals, including but not limited to all cost for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Purchaser and Purchaser agrees to indemnify Seller against all claims, demands, injury or damage arising from such exposure.

GOVERNING LAW

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

ENTIRE AGREEMENT

This contract, together with any Service Agreement between Seller and Purchaser, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. This agreement may not be amended or modified, except by a further written agreement signed by an authorized representative or Seller. In the event of a conflict between any provision of this contract and any Service agreement between the Seller and Purchaser, this contract shall govern.

ASSIGNMENT

Purchaser shall not assign the agreement, or any rights or obligations herein, without the prior written consent of Seller. Seller shall have the right to assign all or any part of this agreement to another at any time and without the consent of the Purchaser.

SEVERABILITY

Any provision of this agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this agreement.



Fire Alarm Proposal

Date: June 8, 2021

To: Randy Loftin
Fort Worth ISD
17-7245

Project: FWISD Luella Merrett ES
7325 Kermit Ave.
Fort Worth, TX

Date of Plans: N/A

Base Bid Scope of Work:

Century Fire Protection will provide plans, permit, and test with the City of Fort Worth Fire Department. Century Fire Protection will provide a new fire alarm system with the following material per NFPA, local City codes, and plans provided.

- Addressable Silent Knight 6820 EVS fire alarm panel with voice evacuation.
- Addressable photo smoke detector located above the main fire alarm panel and any remote panels as needed.
- 100% photo smoke coverage due to the building not being sprinkled.
- Addressable heat detectors above the stage area and in the kitchen area of the building also in electrical rooms
- Addressable manual pull station located next to the main fire alarm panel with stopper cover.
- Addressable photo smoke detectors located in each elevator lobby for elevator recall functions.
- Addressable photo smoke detectors located in each elevator machine room for elevator recall functions.
- CO detectors in each classroom and any other rooms with gas burning appliances.
- Remote mount annunciator located at the front entrance of the building.
- Addressable monitor modules to monitor the sprinkler system flow and tamper installed by others.
- Addressable monitor modules to monitor the kitchen hood system installed by others.
- Addressable duct detectors on all AHU units over 2000 CFM with relays. The below price includes (10) duct detectors only.
- Ceiling mount speaker strobes and strobes throughout the building for occupant notification.
- Wall mount speaker strobes in the gym area with cages for protection.
- Weatherproof horn strobe located on the outside of the building above the FDC connection per code.
- AES radio dialer provided by Fort Worth ISD.
- 110v surge protector provided by Century Fire Protection and installed by others.
- Wall mount records document box per code.
- We will demo old fire alarm system.
- We will replace the ceiling tiles in areas that we take out old devices that are not required.
- We will provide and install box covers when we take down old devices in the sheetrock ceiling or in the walls.
- We will connect the 110V power to the new panel and any remote power supplies as needed.

Base Bid Notes:

- CAD files are to be provided by others. If CAD is not provided, then there will be an additional cost to provide CAD and will be quoted separately for this bid.
- All work covered under this proposal to be preformed during normal business hours. Monday thru Friday (7:00 AM to 4:00 PM)
- Any work required of Century Fire Protection that is above and beyond the above scope of work in this proposal.
- Duct detectors will be provided by Century Fire Protection and will be installed by others on all AHU units over 2000 CFM.
- Below base bid price is valid for 90 days from date of proposal.
- Century Fire Protection can offer a (1) year warranty on labor and a (3) year warranty on material for this job.

Exclusions to Base Bid:

- All required fire caulking will be done by others.
- Sheet rock repair, painting, patch work, to be done by others.

- Furnishing and installation of electromagnetic door holder hardware is excluded from this proposal.
- (2) Dedicated (POTT's) phone line for remote monitoring are to be provided by others.
- No fire pump monitoring is included in this quote.
- Safety standards in excess of our company standard safety policy requirements.
- Payment/performance bonds are excluded from our pricing. (They can be added for an additional cost to the base bid).
- Excludes 3D-BIM CAD drafting and modeling.
- Any third-party review if needed.

BASE BID TOTAL WITH ADDRESSABLE CO DETECTORS

\$ 1 4 8 , 4 8 9 . 0 0

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Authorized Signature: Chris Harris

I agree to the above scope of work, specifications, pricing, and terms and authorize Century Fire Protection 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:

Print: _____

Signature: _____

Title: _____

PO# _____

TERMS AND CONDITIONS

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event of layout of Purchaser's facilities has been altered, or is altered prior to completion of this contract, Purchaser shall advise Seller of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Purchaser agrees that payment to Seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due to payment within (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such lesser rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by the Seller. Seller shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information to Purchaser with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION

When the Seller does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the contract price and additional work involved at Seller's price for such work then in effect.

SITE FACILITIES

Purchaser shall furnish access to all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material. Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to the areas where peripheral devices may be located. If keys are not available, Purchaser agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Purchaser agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Purchaser acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Purchaser recognizes that those reports may result in requirement by the fire authorities that changes be made in Purchaser's premises. Where the wet pipe system is installed, the Purchaser assumes full responsibility for indicating where all dry system(s) low point drains to the Seller's service personnel during the Seller's work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erecting the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

Seller shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by Seller's active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Purchaser shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, Seller's liability on any claim for loss of liability arising out of or connected with this contract or any obligation resulting thereof or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled "Warranty" and shall in no event exceed the amount paid by

the purchaser for the applicable product or service hereunder. Unless specifically included in the work order, Seller shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

WARRANTY

Seller agrees that for a period of one (1) year after completion of work performed hereunder, it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. As used herein, the term "defective" means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the Seller does not warranty the operation of the system or that work, or equipment provided by the Seller will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. Seller warrants the products of manufactures supplied hereunder for a period of (3) years. Seller's warranty expressly excludes, without limitation, water or flooding, mold defects, misuse, or recall of products or components manufactured by third parties, defects in installation by third parties, any sheet rock repair or painting of pipe and Seller shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IDEMNITY

Seller shall not be liable for claims, losses, or damages arising from any act or omission of Purchaser, including without limitation, Purchaser's failure to activate or authorize the operation of any portion of the system or Purchaser's modifications, alterations, or adjustments to any of the equipment or systems. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all liability, claims, losses, cost, including reasonable attorney's fees, incurred in connection with any third-party claim arising from or related to (i) Seller's provision of products or services hereunder; or (ii) and acts of omissions of Purchaser. Seller reserves the right to select counsel to represent in such action.

CHANGES, ALTERATIONS, ADDITIONS

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changed approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delay, the estimate of Seller's estimating department as to the value of the work shall be deemed acceptable by the Purchaser.

ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any arbitration proceedings shall be held in Atlanta, Georgia.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during normal business hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

INDENTIAL LOSSES

All loss or dame from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by the Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises remove all or any portion of the system. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay an installment of price when due, no demand being necessary, or an act of omission on the part of Purchaser whereby Seller is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Purchaser or in case the Purchaser's premises or fire alarm system shall be attached, lined, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten(10) days after its occurrence.

OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages, including reasonable attorney's fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost to protect such individuals, including but not limited to all cost for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Purchaser and Purchaser agrees to indemnify Seller against all claims, demands, injury or damage arising from such exposure.

GOVERNING LAW

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

ENTIRE AGREEMENT

This contract, together with any Service Agreement between Seller and Purchaser, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. This agreement may not be amended or modified, except by a further written agreement signed by an authorized representative or Seller. In the event of a conflict between any provision of this contract and any Service agreement between the Seller and Purchaser, this contract shall govern.

ASSIGNMENT

Purchaser shall not assign the agreement, or any rights or obligations herein, without the prior written consent of Seller. Seller shall have the right to assign all or any part of this agreement to another at any time and without the consent of the Purchaser.

SEVERABILITY

Any provision of this agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this agreement.



Fire Alarm Proposal

Date: June 8, 2021

To: Randy Loftin
Fort Worth ISD
17-7245

Project: FWISD Rosemont Sixth Grade School
3908 McCart Ave.
Fort Worth, TX

Date of Plans: N/A

Base Bid Scope of Work:

Century Fire Protection will provide plans, permit, and test with the City of Fort Worth Fire Department. Century Fire Protection will provide a new fire alarm system with the following material per NFPA, local City codes, and plans provided.

- Addressable Silent Knight 6820 EVS fire alarm panel with voice evacuation.
- Addressable photo smoke detector located above the main fire alarm panel and any remote panels as needed.
- 100% photo smoke coverage due to the building not being sprinkled.
- Addressable heat detectors above the stage area and in the kitchen area of the building also in electrical rooms
- Addressable manual pull station located next to the main fire alarm panel with stopper cover.
- Addressable manual pull stations located at each exit of the portable buildings connect to the main fire alarm panel.
- Addressable photo smoke detectors located in each elevator lobby for elevator recall functions.
- Addressable photo smoke detectors located in each elevator machine room for elevator recall functions.
- CO detectors in each classroom and any other rooms with gas burning appliances.
- Remote mount annunciator located at the front entrance of the building.
- Addressable monitor modules to monitor the sprinkler system flow and tamper installed by others.
- Addressable monitor modules to monitor the kitchen hood system installed by others.
- Addressable duct detectors on all AHU units over 2000 CFM with relays. The below price includes (10) duct detectors only.
- Ceiling mount speaker strobes and strobes throughout the building for occupant notification.
- Ceiling mount speaker strobes in the portables for occupant notification.
- Wall mount speaker strobes in the gym area with cages for protection.
- Weatherproof horn strobe located on the outside of the building above the FDC connection per code.
- AES radio dialer provided by Fort Worth ISD.
- 110v surge protector provided by Century Fire Protection and installed by others.
- 24V surge protectors at any location the fire alarm wiring leaves or enters the building.
- Wall mount records document box per code.
- We will demo old fire alarm system.
- We will replace the ceiling tiles in areas that we take out old devices that are not required.
- We will provide and install box covers when we take down old devices in the sheetrock ceiling or in the walls.
- We will connect the 110V power to the new panel and any remote power supplies as needed.

Base Bid Notes:

- CAD files are to be provided by others. If CAD is not provided, then there will be an additional cost to provide CAD and will be quoted separately for this bid.
- All work covered under this proposal to be preformed during normal business hours. Monday thru Friday (7:00 AM to 4:00 PM)
- Any work required of Century Fire Protection that is above and beyond the above scope of work in this proposal.
- Duct detectors will be provided by Century Fire Protection and will be installed by others on all AHU units over 2000 CFM.
- Below base bid price is valid for 90 days from date of proposal.
- Century Fire Protection can offer a (1) year warranty on labor and a (3) year warranty on material for this job.



Exclusions to Base Bid:

- All required fire caulking will be done by others.
- Sheet rock repair, painting, patch work, to be done by others.
- Furnishing and installation of electromagnetic door holder hardware is excluded from this proposal.
- (2) Dedicated (POTT's) phone line for remote monitoring are to be provided by others.
- No fire pump monitoring is included in this quote.
- Safety standards in excess of our company standard safety policy requirements.
- Payment/performance bonds are excluded from our pricing. (They can be added for an additional cost to the base bid).
- Excludes 3D-BIM CAD drafting and modeling.
- Any third-party review if needed.

**BASE BID TOTAL WITH ADDRESSABLE CO DETECTORS
\$ 172,374.00**

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Authorized Signature: Chris Harris

I agree to the above scope of work, specifications, pricing, and terms and authorize Century Fire Protection 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:

Print: _____

Signature: _____

Title: _____

PO# _____

TERMS AND CONDITIONS

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event of layout of Purchaser's facilities has been altered, or is altered prior to completion of this contract, Purchaser shall advise Seller of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Purchaser agrees that payment to Seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due to payment within (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such lesser rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by the Seller. Seller shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information to Purchaser with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION

When the Seller does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the contract price and additional work involved at Seller's price for such work then in effect.

SITE FACILITIES

Purchaser shall furnish access to all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material. Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to the areas where peripheral devices may be located. If keys are not available, Purchaser agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Purchaser agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Purchaser acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Purchaser recognizes that those reports may result in requirement by the fire authorities that changes be made in Purchaser's premises. Where the wet pipe system is installed, the Purchaser assumes full responsibility for indicating where all dry system(s) low point drains to the Seller's service personnel during the Seller's work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erecting the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

Seller shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by Seller's active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Purchaser shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, Seller's liability on any claim for loss of liability arising out of or connected with this contract or any obligation resulting therefrom or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled "Warranty" and shall in no event exceed the amount paid by

the purchaser for the applicable product or service hereunder. Unless specifically included in the work order, Seller shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

WARRANTY

Seller agrees that for a period of one (1) year after completion of work performed hereunder, it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. As used herein, the term "defective" means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the Seller does not warranty the operation of the system or that work, or equipment provided by the Seller will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. Seller warrants the products of manufactures supplied hereunder for a period of (3) years. Seller's warranty expressly excludes, without limitation, water or flooding, mold defects, misuse, or recall of products or components manufactured by third parties, defects in installation by third parties, any sheet rock repair or painting of pipe and Seller shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IDEMNITY

Seller shall not be liable for claims, losses, or damages arising from any act or omission of Purchaser, including without limitation, Purchaser's failure to activate or authorize the operation of any portion of the system or Purchaser's modifications, alterations, or adjustments to any of the equipment or systems. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all liability, claims, losses, cost, including reasonable attorney's fees, incurred in connection with any third-party claim arising from or related to (i) Seller's provision of products or services hereunder; or (ii) and acts of omissions of Purchaser. Seller reserves the right to select counsel to represent in such action.

CHANGES, ALTERATIONS, ADDITIONS

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changed approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delay, the estimate of Seller's estimating department as to the value of the work shall be deemed acceptable by the Purchaser.

ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any arbitration proceedings shall be held in Atlanta, Georgia.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during normal business hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

INDIENTAL LOSSES

All loss or dame from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by the Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises remove all or any portion of the system. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay an installment of price when due, no demand being necessary, or an act of omission on the part of Purchaser whereby Seller is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Purchaser or in case the Purchaser's premises or fire alarm system shall be attached, lined, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten(10) days after its occurrence.

OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages, including reasonable attorney's fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost to protect such individuals, including but not limited to all cost for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Purchaser and Purchaser agrees to indemnify Seller against all claims, demands, injury or damage arising from such exposure.

GOVERNING LAW

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

ENTIRE AGREEMENT

This contract, together with any Service Agreement between Seller and Purchaser, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. This agreement may not be amended or modified, except by a further written agreement signed by an authorized representative or Seller. In the event of a conflict between any provision of this contract and any Service agreement between the Seller and Purchaser, this contract shall govern.

ASSIGNMENT

Purchaser shall not assign the agreement, or any rights or obligations herein, without the prior written consent of Seller. Seller shall have the right to assign all or any part of this agreement to another at any time and without the consent of the Purchaser.

SEVERABILITY

Any provision of this agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this agreement.

MX Holdings US,

FWISD #067 Rosemont Sixth Grade Fire Alarm System Upgrade

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



FIRETROL
Protection Systems

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



June 1, 2021

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

Project: FWISD #067 Rosemont Sixth Grade Fire Alarm Upgrade
3908 McCart Avenue
Fort Worth, Texas 76110
Proposal #43-21050

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 2-story (E Occupancy) building. An addressable fire alarm / voice evacuation system will be installed to replace the existing Harrington fire alarm system. This proposal is based on the site walk that was performed on May 27, 2021 with Randy Loftin.

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

Fire Alarm System Upgrade

\$125,711.00

(Pricing does not include sales or use tax, if applicable)

Add Cost #1 – Firetrol Engineering & Design, Kitchen Area

\$6900.00

(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. If the CAD files reflecting the latest addition cannot be provided to Firetrol, then Add Cost #1 must be approved and included in the cost of this project. This is to cover the cost of Firetrol’s APS Designer to measure the required areas and create the appropriate submittal drawings.
8. Any changes or additions to the original design will require additional monies.
9. 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.
10. All fire alarm cable wiring shall be “free air” (by codes and standards).
11. 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.
12. 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.
13. Design will be submitted to the AHJ for approval after receipt of signed Firetrol proposal or contract.
14. Expected approval from the AHJ is four (4) weeks after the date of submittal to the city.
15. Fire Alarm Communicator will be provided by FWISD as necessary.
16. Work to be completed per construction schedule agreed upon by both parties after receipt of approval from the AHJ.
17. *Be advised that due to COVID-19, there may be above average lead times for materials. This is mainly due to delays in product manufacturing and in shipping.*



ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT

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

ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT

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

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE: Fire Extinguishers, Fire Suppression Systems & Related Purchases, Installations and Inspections - ESC Region 19 Allied States Cooperative
RFP NUMBER: 17-7245
RFP OPENING DATE: June 2, 2017
CONTRACT TERM: Date of award until June 30, 2019 with the option to extend in one year increments annually for an additional three (3) years if agreed to by ASC and Vendor
(Extended by Region 19 until June 30, 2020)
(Extended by Region 19 until June 30, 2021)
(Extended by Region 19 until June 30, 2022)

FUNDING SOURCE: Various
RFP's ISSUED: 38
RESPONSES: 9
ADVERTISEMENT DATES: El Paso Times: May 1, 2017 & May 8, 2017
Washington Post: May 1, 2017 & May 8, 2017
BOARD MEETING DATE: July 20, 2017

RECOMMENDED FOR AWARD **Assurance Fire Protection**
~~**Brimstone Cleaning Services**~~ *removed 10/11/19
Century Fire Systems, LLC (HUB)
DS Integrators, LLC
Henderson Fire Protection, Inc.
Integrated Fire Systems & Concepts, LLC
Johnson Controls
Matrix Special Systems, Inc. (HUB)
PyroCom Systems, Inc.

TOTAL (estimated) \$6,000,000.00 / year

EXPLANATIONS:

Award of this contract will enable ESC Region 19 Allied States Cooperative members and its various programs to establish a contract with vendor(s) for fire extinguishers, fire suppression systems & related purchases, Installations and inspections for those procurements that must comply with the new Federal EDGAR requirements when federal funds are being utilized. The evaluation committee utilized a point system with weight factors of 60% pricing, 30% references, 10% vendor history. The awarded vendor's price list and link can be accessed on this award summary under the price list link.

SPECIFICATIONS PROVIDED BY: Royce Cleveland - ESC Region 19

EVALUATION COMMITTEE: Royce Cleveland - ESC Region 19
Renaee Lawrence – ESC Region 19
Debra Oropeza - ESC Region 19

SPECIAL CONDITIONS:

1. This contract shall be for use by Region 19 ESC and its Purchasing Cooperative Members as required during the contract term.
2. Any required licenses or permits should be provided at the time proposals are submitted.
3. The awarded contractor or contractors shall provide delivery for awarded categories.
4. Any deviations from specifications must be noted with bid submittals.
5. Region 19 reserves the option to make multiple awards by category when it is determined to be in the best interest of the Purchasing Cooperative.
6. Discounts provided will include delivery unless otherwise stated at the time bids are submitted or in those instances where parts have to be overnighted.
7. Current Manufacture Suggested Retail Pricing should be submitted with proposals for evaluation purposes. It is understood that manufacture's price lists are subject to change without notice as long as discounts and/or markups remain the same during the contract period.

Contact Information:

Assurance Fire Protection, LLC

Alicia Hernandez
10041 Carnigie Ave.
El Paso, Texas 79925
P: 915-591-4544
F: 915-591-4569
a.hernandez@assurancefire.net

States Covered: New Mexico and Texas

Services Provided: Electronic Fire Systems, Fire Sprinkler Systems, Existing Wet and Dry Pipe Inspections, Fire Alarm Paneling, Fire Line Backflow Preventers, Sale of Fire Extinguishers

Price Link

~~Brimstone Cleaning Services~~ *removed 10/11/19

~~Artez Gray
15827 Bellister St
Solmo, Texas 78154
P: 210-367-4924
www.brimstone-fire.com
sales@brimstone-fire.com~~

~~**States Covered:** New Mexico and Texas~~

~~**Services Provided:** Vent-a-Hood Cleaning~~

[Price Link](#)

Century Fire Systems, LLC (HUB)

Albert Alvarado
490 Eagle Drive
El Paso, Texas 79912
P: 915-584-0589
F: 915-587-6864
cfseiptx@swbell.net

States Covered: New Mexico and Texas

Services Provided: Fire Sprinkler Systems, Existing Dry and Wet Pipe Inspections, Existing Pre-Action System Inspection, Fire Line Backflow Preventers, Private Fire Hydrant Flow Test, Fire Pump Inspection/Flow Test, Code Consulting, Fire Engineering, Performance Based Code Alternatives, Hazard Analysis, Hydraulic Analysis

[Price Link](#) *updated 1/10/18

[Price Link](#) * updated 7/24/18

DS Integrators, LLC

Rebecca A Sullivan
~~840B Kastrin St~~ 12342 Mankato Road **Mailing Address:** PO Box 736 *updated 10/24/18*
~~El Paso, Texas 79907~~ Clint, Texas 79836 Clint, Texas 79836
P: 915-629-0463
F: 915-590-1971
rsullivan@dsielpaso.com

States Covered: New Mexico and Texas

Services Provided: Electric Fire Systems, Fire Sprinkler Systems, Existing Wet and Dry Pipe Inspection, Fire Alarm Paneling, Fire Evacuation Systems, Mass Notification Systems

[Price Link](#) *updated 10/24/18

Henderson Fire Protection, Inc.

Donna Henderson
PO BOX 4193
El Paso, Texas 79914
P: 915-751-2585
F: 915-751-0676
hendfireep@aol.com

States Covered: New Mexico and Texas

Services Provided: Sale of Portable Fire Extinguishers

[Price Link](#)

Integrated Fire Systems & Concepts, LLC

Gonzalo Garcia
11501 Pellicano Dr
El Paso, Texas 79936
P: 915-590-3473
F: 915-590-3476
johngarcia@ifc-ep.com

States Covered: Texas

Services Provided: Fire Sprinkler Systems, Existing Wet and Dry Pipe Inspections, Fire Line Backflow Preventers, Power Controls, Annual Inspections

[Price Link](#)

Johnson Controls

Shawn Allen
12050 Rojas Dr
El Paso, Texas 79936
P: 866-785-5463
shallen@simplexgrinnell.com

States Covered: New Mexico and Texas

Services Provided: Electronic Fire Systems, Fire Sprinkler Systems, Existing Wet and Dry Pipe Inspections, Existing Pre- Action System Inspections, Fire Alarm Paneling, Fire Line Backflow Preventers, Sale of Portable Fire Extinguishers, Power Controls, Fire Sprinkler Monitoring, Fire Evacuation Systems, Mass Notification Systems

[Price Link](#)

Matrix Special Systems, Inc. (HUB)

~~Greg Adams / Gabe Guillen~~ Amanda Stevenson *updated 10/8/19
3634 Wooster Lane
El Paso, Texas 79936
P: 915-591-9710
F: 915-591-6680
matrix3915@sbcglobal.net / gguillen@matrixss.com support@matrixss.net / astevenson@matrixss.net

States Covered: New Mexico and Texas

Services Provided: Electronic Fire Systems, Fire Sprinkler Systems, Existing Wet and Dry Pipe Inspections, Existing Pre-Action System Inspections, Fire Alarm Paneling, Fire Lane Backflow Preventers, Sale of Portable Fire Extinguishers, Fire Sprinkler Monitoring, Fire Evacuation Systems, Mass Notification Systems

[Price List](#)

PyroCom Systems, Inc.

Sharon Robinet

820 Kastrin

El Paso, TX 79907

P: 915-772-0880

F: 915-772-0885

www.pyrocomsystems.com

srobinet@pyrocomsystems.com

States Covered: Arizona, New Mexico and Texas

Services Provided: Electronic Fire Systems, Fire Alarm Paneling, Fire Sprinkler Monitoring, Fire Evacuation Systems, Mass Notification Systems

[Price List](#)

Approved by: _____
Armando Aguirre- Executive Director
Armando Aguirre- Executive Director
Armando Aguirre- Executive Director
Armando Aguirre- Executive Director

Date: _____
July 10, 2017
April 11, 2019
March 10, 2020
March 25, 2021

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Texas Department of Information Resources

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Firetrol Protection Systems, Inc.

Vendor ID	18704050345	DIR Contract	DIR-CPO-4501
URL	Vendor Website	Number	
HUB Type	Non HUB	Contract Term End	10/21/2022
		Date	
		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

How To Order

- For product and pricing information, visit the [Firetrol Protection Systems, Inc.](#) website or contact [Troy Davidson](#) at (602) 297-7668
- Generate a purchase order made payable

[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

[Show more](#)

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.



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CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE 2021-2022 ALLOCATIONS FOR FORT WORTH AFTER-SCHOOL FULL SERVICE PROVIDERS AT FIVE LEADERSHIP ACADEMIES (RAINWATER CHARITABLE FOUNDATION FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since the 2000-2001 fiscal year. Fort Worth After-School (FWAS) has grown from fifty-two (52) sites in the initial year to seventy (70) sites for the 2020-2021 school year. Five of the seventy sites have been reconstituted as Leadership Academies that include extended school day programming. Each of these sites will provide FWAS enrichment programming for any student that expresses interest and complies with program participation guidelines. Programs will include vibrant enrichment programming, academic recovery strategies, Social and Emotional Learning (SEL) programming, and provide full dinners under Texas Department of Agriculture (TDA) guidelines. Each of these sites will receive varying amounts of local funds to provide after-school programming. These funds will be leveraged with donated funds from the Rainwater Charitable Foundation (RCF) to provide high level, robust after-school programming. This is a request to approve RCF funding to generate purchase orders for the YMCA and the City of Fort Worth to provide FWAS programs at the respective campuses listed below. YMCA and City of Fort Worth have successfully 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 2021-2022 Allocations for Fort Worth After-School Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)
2. Decline to Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Special Revenue

498-61-6299-LDA-24-XXX-000000-XXXXX

COST:

\$250,000

VENDOR:

City of Fort Worth.....\$50,000

YMCA.....\$200,000

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-044

Number of Bid/Proposals received: 9

HUB Firms: 0

Compliant Bids: 4

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

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

City of Fort Worth:

The Leadership Academy at Como Elementary

YMCA:

The Leadership Academy at John T. White Elementary	The Leadership Academy at Maude I. Logan Elementary
The Leadership Academy at Mitchell Boulevard Elementary	The Leadership Academy at Forest Oak Middle School

RATIONALE:

Funds from the Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the Five Leadership Academies. No other Local Funds will be utilized for programming.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
Raúl Peña

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE 2021-2022 ALLOCATIONS FOR FORT WORTH AFTER-SCHOOL FULL SERVICE PROVIDERS (LOCAL FUNDS)**

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since the 2000-2001 fiscal year. Fort Worth After-School (FWAS) has grown from fifty-two (52) sites in the initial year to seventy (70) sites for the 2020-2021 school year. FWAS is a collaborative effort of Fort Worth ISD (FWISD) and the City of Fort Worth, which derives program funds from the Crime Control Prevention District. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). This is a request to approve funding to generate purchase orders for various CBOs for the 2021-2022 school year. All CBOs have provided responses to Bid 17-044. This is the fifth year of the (5) five-year bid cycle. FWAS central team will provide oversight and monitoring through site observations, regular trainings, and completion of student, staff and parent surveys. The data will be housed in the FWISD Data Warehouse and Qualtrics.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers (Local Funds)
2. Decline to Approve 2021-2022 Allocations for Fort Worth After-School Full Service Providers (Local Funds)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund	Camp Fire –199-61-6299-0FK-999-30-395-000000.....	\$79,160
	CFW –199-61-6299-0FN-999-30-395-000000.....	\$158,320
	Clayton –199-61-6299-0FG-999-30-395-000000.....	\$435,380
	Clayton – 199-61-6299-001-083-30-395-0000000.....	\$86,000
	YMCA – 199-61-6299-0FE-999-30-395-000000.....	\$672,860

COST:

\$1,431,720

VENDOR:

Camp Fire.....\$79,160
 City of Fort Worth.....\$158,320
 Clayton Youth Enrichment.....\$521,380
 YMCA.....\$672,860

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-044
 Number of Bid/Proposals received: 9
 HUB Firms: 0
 Compliant Bids: 4

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

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

Camp Fire (2):

Diamond-Hill Elementary	Sam Rosen Elementary
-------------------------	----------------------

City of Fort Worth (4):

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

Clayton Youth Enrichment (12):

George Clarke Elementary	Glen Park Elementary	Meadowbrook Elementary
Hubbard Heights Elementary	Luella Merrett Elementary	M.H. Moore Elementary
Oaklawn Elementary	Sagamore Hill Elementary	Western Hills Primary
T.A. Sims Elementary	Richard Wilson Elementary	Young Men’s Leadership Academy

YMCA (17):

Charles Nash Elementary	Kirkpatrick Elementary	Eastern Hills Elementary
Washington Heights Elementary	S.S. Dillow Elementary	Carroll Peak Elementary
William James Middle School	J.P. Elder Middle School	Lowery Road Elementary
Maude Logan Elementary	Mitchell Boulevard Elementary	John T. White Elementary
Meadowbrook Middle School	Jacquet Middle School	Rufino Mendoza Elementary
Glencrest 6 th Grade	The Leadership Academy at Forest Oak Middle School	

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after-school programs. Studies indicate that after-school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
David Saenz
Raúl Peña

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

**TOPIC: **APPROVE 2021-2022 ALLOCATIONS FOR FORT WORTH
AFTER-SCHOOL PARTIAL SERVICE PROVIDERS (LOCAL FUNDS)****

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since the 2000-2001 fiscal year. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to seventy (70) sites for the 2020-2021 school year. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academics, community service programs and other intermittent programming throughout the school year. All recommended providers have successfully responded to Bid 17-045. This is the fifth year of the five-year cycle. FWAS central team will provide oversight and monitoring through site observations, regular trainings, completion of student, staff and parent surveys. The data will be housed in the FWISD Data Warehouse and Qualtrics. Partial Service Provider agreements are completed prior to Purchase Order creation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Allocations for Fort Worth After-School Partial Service Providers (Local Funds)
2. Decline to Approve 2021-2022 Allocations for Fort Worth After-School Partial Service Providers (Local Funds)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-61-6299-001-XXX-30-395-000000

COST:

\$120,000

VENDORS:

Get Fit-Eat Smart	Girls Incorporated of Tarrant County	Girls on the Run of DFW Metroplex
K16 Ready Society	Latin Arts Association of Fort Worth	Sylvan Learning Center
Zooniversity	Education is Freedom	Girls LIFE Community Development Corp.
GrowFit, Mad Science of FW	Mission Possible Kids	NexGen Engineering
The Thank You Darlin' Foundation	AB Christian Center, Kelley's Solutions	Mind Body Play, Mindset Facts
Xpress Haven Arts Center	Redwine Edutainment Division	National Inventors Hall of Fame
Distinctively Remembered	Pura Vida Youth	Athletes Global Corporation
The PREP Factory	Maroon 9 Sickle Cell Support Organization	FlagHouse Inc. STEAM Works Studio
Alliance Child and Family Solutions, LLC	Beautiful Ambitious Me Mentoring Program	CookLearnGrow
FW Capoeira	Junior Players	Planting Seeds Tutoring & Test Prep
Big Thought	Voice Advance, LLC dba Anthropology Arts	

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-045 (A-E)

Number of Bid/Proposals received: 76

HUB Firms: 1

Compliant Bids: 47

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

Purchasing Support Documents Needed:

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

PARTICIPATING/SCHOOL DEPARTMENTS:

Arlington Heights High School	South Hills High School	Polytechnic High School
Southwest High School	Wedgwood 6 th Grade	Kirkpatrick Middle School
Meacham Middle School	Riverside Middle School	Rosemont Middle School
Stripling Middle School	Wedgwood Middle School	International Newcomers Academy
Leonard Middle School	Young Women’s Leadership Academy	Carter Park Elementary
Manuel Jara Elementary	Daggett Elementary	East Handley Elementary
C.C. Moss Elementary	W.M. Green Elementary	Van Zandt-Guinn Elementary
D. McRae Elementary	Oakhurst Elementary	Natha Howell Elementary
M.L. Phillips Elementary	Versia Williams Elementary	Maudrie Walton Elementary
South Hi Mount Elementary	Sunrise Elementary	W.J. Turner Elementary
Alice Contreras Elementary	Dolores Huerta Elementary	Seminary Hills Elementary

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after-school programs. Studies indicate that after-school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These Site-Based Campuses are managed by FWISD school day staff and provide highly structured and robust programming. Occasionally, providers with specialized skills/ talents are required to round out programming.

INFORMATION SOURCE:

Cherie Washington

David Saenz

Raúl Peña

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT(S) FOR MOVING SERVICES (PHASE TWO)

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.

At the May 25, 2021 Board meeting, the BOE approved the authorization for administration to enter into one or more contracts for Phase One moves. Since that time, the District has been preparing for Phase Two moves and requires additional Board authority to proceed with scheduling the move-out of the remainder of the facilities to be vacated. Professional external moving services will be required, as the sole use of District personnel would not be recommended or possible due to the number of department and warehouse moves, summer campus moves, and normal maintenance operations. Therefore, the District seeks BOE authorization to enter into a Contract(s) for external moving services (Phase Two). Due to the number of campus and department moves over the next several months, more than one Contract for these services may likely be required.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract(s) for Moving Services (Phase Two)
2. Decline to Approve Authorization to Enter into a Contract(s) for Moving Services (Phase Two)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

Capital Project-Real Estate Proceeds Fund

652-51-6XXX-R01-999-99-405-000000

COST:

Not-to-Exceed - \$175,000

VENDOR:

ExServ
Move Solutions

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-096

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The District is facing a number of moves and relocations over the coming months due to the sale of underutilized properties. External moving services will be required, as the sole use of District personnel would not be recommended or possible for these moves due to summer campus moves and considering the normal business operations of the maintenance department. Therefore, the District seeks BOE authorization to enter into a Contract(s) for external moving services (Phase Two). Except for unforeseen circumstances, no further requests for department relocation moving services will be requested.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT(S) FOR MOVING SERVICES FOR CAMPUS MOVES

BACKGROUND:

On February 25, 2020, the Fort Worth ISD Board of Education (BOE) approved pyramid realignments, boundary, and attendance zone changes. In addition, on October 30, 2020, certain underutilized District facilities were sold pursuant to previously granted BOE authority. On January 26, 2021, the District presented updates on academic programs and on boundary and facility updates.

During this time, the District has been planning the strategic relocation of campuses, departments, and warehouses from the facilities that were sold and from the realignment of campuses and pyramids. Professional external moving services will be required to move several campuses, as the sole use of District personnel would not be recommended or possible due to the number of department and warehouse moves, summer campus moves, and normal maintenance operations. Therefore, the District seeks BOE authorization to enter into a Contract(s) for external moving services for the campus moves. Due to the number of campus moves over the next several months, more than one Contract for these services may likely be required.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract(s) for Moving Services for Campus Moves
2. Decline to Approve Authorization to Enter into a Contract(s) for Moving Services for Campus Moves
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

TRE

198-51-6299-001-999-99-501-000000

COST:

Not-to-Exceed - \$300,000

VENDOR:

ExServ
Move Solutions*

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-096

Number of Bid/Proposals received: 5

HUB Firms: 1*

Compliant Bids: 5

*HUB Vendor

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:

Rosemont Elementary School	Rosemont 6 th Grade
Applied Learning Academy	Rosemont Middle School
M.G. Ellis Primary School	International Newcomers Academy
Handley Middle School	Transition Center
Metro Opportunity High School	Middle Level Learning Center

RATIONALE:

The District is facing a number of campus moves and relocations over the coming months due to boundary changes and pyramid realignments. External moving services will be required, as the sole use of District personnel would not be recommended or possible for these moves due to the summer campus moves, the normal business operations of the maintenance department, as well as the department and warehouse moves. Therefore, the District seeks BOE authorization to enter into a Contract(s) for external moving services for the campus moves.

INFORMATION SOURCE:

Karen Molinar
Michael Ball

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE WIRELESS CELLULAR VOICE, DATA, AND HOTSPOTS SERVICES AND EQUIPMENT FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

Wireless Cellular Voice, Data, and HotSpot Services and Equipment are used by administrative users within the District. Surcharges/fees will be paid from the general fund. The amount not-to-exceed requested reflects contingency. The service period for this expense runs from July 1, 2021 through June 30, 2022.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Wireless Cellular Voice, Data, and HotSpot Services and Equipment for the 2021-2022 School Year
2. Decline to Approve Wireless Cellular Voice, Data, and HotSpot Services and Equipment for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

COST:

Not-to-Exceed - \$118,580.40

VENDOR:

T-Mobile

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3416. 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

Fort Worth ISD Administration

RATIONALE:

Approval of this item will allow the District to receive wireless cellular, voice and hotspot services.

INFORMATION SOURCE:

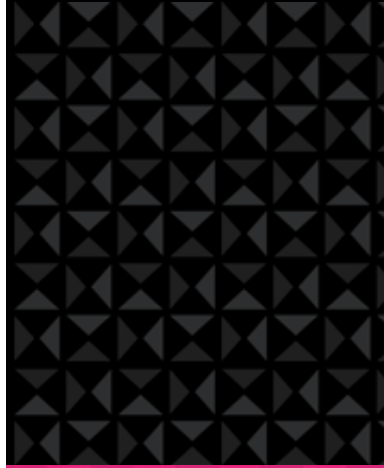
Marlon Shears

Texas DIR CONTRACT: DIR-TSO-3416
Wireless Data and Voice



Fort Worth ISD
Rebecca Harper &
Mcdeny Alcantara

May 21, 2021



T-Mobile®:

**Un-leash the possibilities
for your business**



Barbara Wooldridge
Valid until June 30, 2022

Texas DIR CONTRACT: DIR-TSO-3416
Wireless Data and Voice

T-Mobile One Smartphone Plan \$24.07:

Included Features: Unlimited Voice Unlimited Text Messaging Unlimited 4G LTE High-Speed Data 1GB 4G LTE Smartphone Hotspot Tethering (then reduced to unlimited 3G speeds) Web Guard Content Filter Option Mobile without Borders Simple Global Unlimited Wi-Fi Calling

* \$0 add-on plan for additional 10GB Mobile Hotspot (total 11GB, slows down to Unlimited 3G).

Unlimited Data Tablet Plan \$19.50:

Unlimited High-Speed Domestic Data up to 4G LTE data speeds on our network, as available.

Unlimited data Mi-Fi Hotspot Plan \$29.05:

Unlimited High-Speed Domestic Data up to 4G LTE data speeds on our network, as available; Unlimited Wi-Fi; Unlimited International Data roaming in 140+ countries at 2G speeds

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Texas Department of Information Resources

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T-Mobile USA, Inc.

Vendor ID	19119836005	DIR Contract Number	DIR-TSO-3416
URL	Vendor Website	Contract Term End Date	10/30/2021
HUB Type	Non HUB	Contract Exp Date	10/30/2021

Contact T-Mobile USA, Inc.

Contact	Don Katello
Phone	N/A
Fax	N/A

Contact DIR

Contact	Jeff Booth
Phone	(512) 463-5712
Fax	(512) 475-4759

How To Order

1. For product and pricing information, visit the [T-Mobile USA, Inc.](#) website or contact [Don Katello](#) at
2. Generate a purchase order made payable to T-Mobile USA, Inc. and you must

[Show more](#)

Available Brands (1 total)

T-Mobile USA INC

[Show more](#)

Available Products & Services (1 total)

Tele - Wireless/Cellular

[Show more](#)

Commodity Codes (18 total)

726-13 - Amplifiers (Not TV Antenna):
Differential, Linear, Pulse, Video Processing, etc. (Including Preampifiers)
726-70 - Pagers, Radio (Including Parts and Accessories)

[Show more](#)

Contract Overview

T-Mobile USA, Inc. offers hardware, software and services for wireless, voice and data, pagers and mobile satellite voice through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state.

Resellers are not available for this contract.

Contract Documents

- [DIR-TSO-3416 Contract PDF \(151.15KB\)](#)
- [DIR-TSO-3416 Appendix A Standard Terms and Conditions \(per Amendment 2\) PDF \(370.66KB\)](#)
- [DIR-TSO-3416 Appendix B HUB Subcontracting Plan PDF \(1.07MB\)](#)
- [DIR-TSO-3416 Appendix C Standard Pricing \(per EAU 4 effective 10-2020\) PDF \(812.19KB\)](#)
- [DIR-TSO-3416 Appendix C First Responders Pricing \(per EAU 1 effective 10-2020\)](#)

[PDF \(701.53KB\)](#)

- [RFO DIR-TSO-TMP-234 for DIR-TSO-3416 ZIP \(2.36MB\)](#)
- [DIR-TSO-3416 Amendment 1 PDF \(115.95KB\)](#)
- [DIR-TSO-3416 Amendment 2 PDF \(200.35KB\)](#)
- [DIR-TSO-3416 Amendment 3 PDF \(253.63KB\)](#)
- [DIR-TSO-3416 Amendment 4 FINAL PDF \(207.43KB\)](#)

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.



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Austin, TX 78701 | 512.475.4700

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**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

**TOPIC: APPROVE RENTAL OF TRAILERS FOR MOUNTING PRIVATE
WIRELESS NETWORK EQUIPMENT**

BACKGROUND:

To support the private wireless network for digital learning for students in communities with limited or unreliable internet access, the District is requesting approval to rent trailers to mount district-purchased equipment. The rental of the trailers is needed in order to provide a secure temporary cell site. District-owned equipment will be mounted on the trailers and will be moved to a permanent monopole after approval is obtained from the City of Fort Worth and Tarrant County.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Rental of Trailers for Mounting Private Wireless Internet Equipment
2. Decline to Approve Rental of Trailers for Mounting Private Wireless Internet Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Rental of Trailers for Mounting Private Wireless Internet Equipment

FUNDING SOURCE

Additional Details

General Fund	199-53-6269-001-005-99-423-000000.....	\$54,000
	199-53-6269-001-054-99-423-000000.....	\$54,000
	199-53-6269-001-057-99-423-000000.....	\$54,000

COST:

Not-to-Exceed - \$162,000

VENDOR:

BearCom

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas Contract JB-205945. 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 AREAS / REGIONS:

Dunbar High School	Morningside Middle School	Rosemont Middle School
--------------------	---------------------------	------------------------

RATIONALE:

Approval of the rental of trailers will ensure that network access for students is available for the 2021-2022 school year.

INFORMATION SOURCE:

Marlon Shears

DATE:

June 9, 2021

IN RESPONSE TO:

Inquiry for Quote for Trailer Rental for
Rosemont Middle School

FROM:

BearCom, Inc.
4009 Distribution Dr. #200
Garland, TX 75041

TO:

Marlon Shears
CIO – Fort Worth ISD
1050 Bridgewood Dr.
Fort Worth, TX 76112

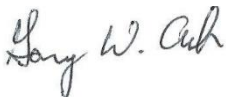
Mr. Shears,

Thank you for awarding BearCom the opportunity to build a Private LTE system to help solve the digital divide for Fort Worth ISD. As noted during our site walk of Rosemont Middle School, a rooftop location for the temporary cell site is not viable. As a result, we will build the cell site on a temporary trailer and deploy on the campus on the campus at the location identified.

For a trailer option, we will install District owned equipment on the trailer(s) and then ultimately move the equipment to a monopole at a later time (cost of this move is included in our original pricing quote). The trailer rental is \$4500/month per trailer with no contract. There will be one trailer at Rosemont. For planning purposes, the timeline for approval of the permanent monopole and the subsequent installation of equipment can be anywhere from 6-12 months depending on how fast the City/County will move to approve the site builds.

Please let me know if you have any questions. Thank you.

Sincerely,



Gary Ash

Addendum: Site Location



DATE:

June 9, 2021

IN RESPONSE TO:

Inquiry for Quote for Trailer Rental for
Dunbar High School

FROM:

BearCom, Inc.
4009 Distribution Dr. #200
Garland, TX 75041

TO:

Marlon Shears
CIO – Fort Worth ISD
1050 Bridgewood Dr.
Fort Worth, TX 76112

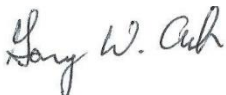
Mr. Shears,

Thank you for awarding BearCom the opportunity to build a Private LTE system to help solve the digital divide for Fort Worth ISD. As noted during our site walk of Dunbar Middle School, a rooftop location for the temporary cell site is not viable. As a result, we will build the cell site on a temporary trailer and deploy on the campus on the campus at the location identified.

For a trailer option, we will install District owned equipment on the trailer(s) and then ultimately move the equipment to a monopole at a later time (cost of this move is included in our original pricing quote). The trailer rental is \$4500/month per trailer with no contract. There will be one trailer at Dunbar. For planning purposes, the timeline for approval of the permanent monopole and the subsequent installation of equipment can be anywhere from 6-12 months depending on how fast the City/County will move to approve the site builds.

Please let me know if you have any questions. Thank you.

Sincerely,



Gary Ash

Addendum: Site Location



DATE:

June 9, 2021

IN RESPONSE TO:

Inquiry for Quote for Trailer Rental for
Morningside Middle School

FROM:

BearCom, Inc.
4009 Distribution Dr. #200
Garland, TX 75041

TO:

Marlon Shears
CIO – Fort Worth ISD
1050 Bridgewood Dr.
Fort Worth, TX 76112

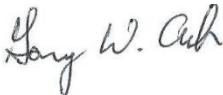
Mr. Shears,

Thank you for awarding BearCom the opportunity to build a Private LTE system to help solve the digital divide for Fort Worth ISD. As noted during our site walk of Morningside Middle School, a rooftop location for the temporary cell site is not viable. As a result, we will build the cell site on a temporary trailer and deploy on the campus on the campus at the location identified.

For a trailer option, we will install District owned equipment on the trailer(s) and then ultimately move the equipment to a monopole at a later time (cost of this move is included in our original pricing quote). The trailer rental is \$4500/month per trailer with no contract. There will be one trailer at Morningside. For planning purposes, the timeline for approval of the permanent monopole and the subsequent installation of equipment can be anywhere from 6-12 months depending on how fast the City/County will move to approve the site builds.

Please let me know if you have any questions. Thank you.

Sincerely,



Gary Ash

Addendum: Site Location



MICHAEL HINOJOSA, ED.D.
SUPERINTENDENT OF SCHOOLS



Contract Award

Date: November 20, 2020

Jessica Wesson
4009 Distribution Drive
Garland, TX 75041

Subject: Award of RFP #JB-205945 – Pilot Private Cellular Network Infrastructure,
Board Doc #9.06-11192020

On November 19, 2020, the Dallas Independent School District Board of Trustees approved BearCom Operating, LLC as part of an award to provide a Pilot Private Cellular Network Infrastructure. The term of this agreement is effective from November 19, 2020 to November 19, 2021 with four (4) possible one-year renewal options.

On an as-needed basis, the agreement will allow Dallas ISD to purchase a Pilot Private Cellular Network Infrastructure from your company at the pricing indicated in your bid. Delivery orders per Contract will be via purchase orders that are properly drawn and executed by Dallas ISD listing the above RFP as the governing document. No guarantee of any purchase is made with this award.

Sincerely,

John Blythe

John Blythe
Sr. Buyer
(972) 925-4129
jblythe@dallasisd.org

NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.

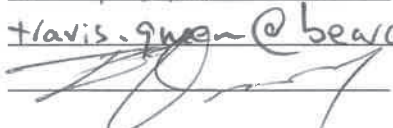
JB-205945
Pilot Private Cellular Network Infrastructure

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public-school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
 - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
 - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
 - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
 - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
4. **PURCHASING AUTHORITY:**
 - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
 - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third-party agreements for the purchase of products and services.
 - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

YES NO

Company Name:	<u>Bewcom</u>	Submitter's Name/Title:	<u>General Manager</u>
Address:	<u>4009 Distribution Dr.</u>	City, State and Zip Code:	<u>Garland, TX 75041</u>
Email Address:	<u>travis.gwan@bewcom.com</u>		
Submitter's Signature:		Telephone No.	<u>214-765-7454</u>
Fax No.			
Date:	<u>9/14/20</u>		

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE RENEWAL OF PROVIDER FOR PLAIN OLD TELEPHONE SERVICE (POTS) AND PLEXAR LINES FOR 2021-2022 SCHOOL YEAR**

BACKGROUND:

The renewal of the local dial tone service provider for Plain Old Telephone Service (POTS) and Plexar lines used for 911 calls, elevator calls and fire alarms. The amount not-to-exceed requested reflects contingency. The service period for this expense runs from July 1, 2021, through June 30, 2022.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for 2021-2022 School Year
2. Decline to Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

COST:

Not-to-Exceed - \$705,240

VENDOR:

AT&T

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-TEX-AN-NG-CTSA-005. 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 item will allow the District to make 911 calls, elevator calls, and fire alarm calls.

INFORMATION SOURCE:

Marlon Shears

AT&T

2021-22 Estimated Pricing

Below is the estimated monthly amounts per 12 months for the 2021-22 school year. Decreases for disconnections are anticipated as buildings are vacated.

Monthly Estimated Pricing:

817-871-2000	\$24,000
831-000-5918-428	\$7,000
817-A02-0714-076 (CIP Cullen)	\$900
817-A02-0713-046	\$17,000
827-618-360- Long Distance	\$75

2021 – 22 Estimated Total Costs - \$48,975 x 12 = \$587,700.00

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AT&T Corp.

Vendor ID	1134924710302	DIR Contract	DIR-TEX-AN-NG-
URL	Vendor Website	Number	CTSA-005
HUB Type	Non HUB	Contract Term End	7/1/2021
E-Rate Qualified		Date	
		Contract Exp Date	7/1/2021

Contact AT&T Corp.

Contact	Marcus Montemayor
Phone	(512) 439-9533
Fax	N/A

Contact DIR

Contact	Tequila Jackson
Phone	(512) 463-3374
Fax	(512) 475-4759

How To Order

For product and pricing information, Customer can access the [AT&T Website](#) at: <http://www.texanng.com/> or contact an AT&T representative at (512) 206-0583 or via [email](mailto:texanng@att.com) at: texanng@att.com

[Show more](#)

Available Brands (1 total)

AT&T

[Show more](#)

Available Products & Services (7 total)

Tele - Metro Ethernet Services
Tele - Data Services
Tele - Internet Services
Tele - Local Voice Services
Tele - Long Distance

[Show more](#)

Commodity Codes (1 total)

915-51 - Information Highway Electronic Services: Internet, Ethernet, World Wide Web, Virtual Tours, Including Construction Renderings, etc.

[Show more](#)

Contract Overview

AT&T provides telecommunications services through this contract, including: local voice services, long distance services, internet, metro ethernet, small office/home office (SOHO), and voice over IP (VOIP) services. Contracts may be used by state and local government, public education, and other public entities in Texas. Resellers are not available for this contract. TEX-AN NG contracts are all E-RATE certified - application number is 913190000842787.

Contract Documents

- [DIR-TEX-AN-NG-CTSA-005 Contract PDF \(1.1MB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Exhibit C-1 Pricing per EAU23 \(Eff 10-1-2020\) PDF \(1.39MB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Exhibit C-2 Wireless Backup SOW PDF \(255.62KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan D-1 Service Level Agreement \(Updated 03-20-2020\) PDF \(346.12KB\)](#)

- [DIR-TEX-AN-NG-CTSA-005 Plan F-1 Network to Network Interface Plan \(Updated 03-27-2020\) PDF \(196.82KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-2 Capacity Management Plan Final \(Updated 03-26-2020\) PDF \(148.18KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-3 DR BC Plan Final \(Updated 03-20-2020\) PDF \(167.55KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-8 Marketing Final \(Updated 3-6-2020\) PDF \(211.85KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-9 Service Delivery \(Updated 03-27-2020\) PDF \(331.71KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-11 Order Process \(Updated 03-12-2020\) PDF \(351.69KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-13 Ongoing Change Management \(3-26-2020\) PDF \(180.28KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-17 Help Desk Management Final \(Updated 03-20-2020\) PDF \(360.04KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-18 Billing \(Updated 3-12-2020\) PDF \(488.43KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Plan F-20 Ongoing Program Management \(Approved 03-17-2020\) PDF \(201.63KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Appendix C1 - CSA PDF \(203.64KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Exhibit I - HUB Plan PDF \(1MB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 TEXAN NG RFO DIR-TEX-AN-NG-001 ZIP \(18.53MB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 1 PDF \(70.6KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 2 PDF \(68.15KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 3 PDF \(82.96KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 4 PDF \(173.27KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 5 PDF \(113.62KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 6 PDF \(174.57KB\)](#)
- [DIR-TEX-AN-NG-CTSA-005 Amendment 7 PDF \(219.78KB\)](#)

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.



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CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE RENEWAL SESSION INITIATION PROTOCOL (SIP)**
TRUNKING AND LONG-DISTANCE SERVICES FOR THE 2021-2022
SCHOOL YEAR

BACKGROUND:

Renewal of Session Initiation Protocol (SIP) trunk lines used to provide inbound, outbound, and long-distance telephone service to the District. The amount not-to-exceed requested reflects contingency. The service period for this expense runs from July 1, 2021 through June 30, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Session Initiation Protocol (SIP) Trunking, and Long-Distance Services for the 2021-2022 School Year
2. Decline to Approve Renewal of Session Initiation Protocol (SIP) Trunking, and Long-Distance Services for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

COST:

Not-to-Exceed - \$130,043.81

VENDOR:

TPX Communications

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-076

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this item will allow the District to receive telecommunications services.

INFORMATION SOURCE:

Marlon Shears



**Services Quote - Bridgewood Dr
for School Year 2021-2022**

Service	Qty	Location	MRC Total
SmartVoice SIP			
SmartVoice Call Paths (@\$8.00 each)	230	Bridgewood	\$1,840.00
Tier E Equipment (Router)	1	Bridgewood	\$0.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Bridgewood	\$545.10
Enterprise Trunking	1	Bridgewood	\$9.90
MSxWAN Optimum			
MSxWAN Optimum 50 MB	1	Bridgewood	\$195.00
Multi Service Router	1	Bridgewood	\$0.00
Monthly Recurring Charge (MRC) Total			\$2,590.00
Annual (MRC) Total			\$31,080.00

Other Charges, Govt Fees and Taxes - estimated			MRC
Administrative Service Fee	1	Cherry St	\$111.82
Carrier Cost Recovery Fee	1	Cherry St	\$48.06
Federal Universal Service Fund Fee	1	Cherry St	\$0.00
State Universal Service Fund Fee	1	Cherry St	\$78.20
911 Business Tax	1	Cherry St	\$259.90
911 Equalization Surcharge	1	Cherry St	\$13.80
District Tax	1	Cherry St	\$16.10
Federal Excise Tax	1	Cherry St	\$103.50
Municipal Right of Way (ROW) Charge	1	Cherry St	\$0.00
P.U.C. Tax	1	Cherry St	\$4.60
Sales Tax	1	Cherry St	\$0.00
Transit Tax	1	Cherry St	\$1.95
Monthly Total			\$637.93
Annual Total			\$7,655.16

TOTAL: \$38,735.16

2021-22

Bridgewood & Cherry Total: \$108,369.84



Services Quote - Cherry Street for School Year 2021-2022			
Service	Qty	Location	MRC Total
SmartVoice SIP Internet			
50 MB Port	1	Cherry St	\$900.00
50 MB Access	1	Cherry St	\$1,000.00
1000 T-Pack Minute Bundles (@\$40.00 each)	20	Cherry St	\$800.00
SmartVoice Call Paths (@\$2.00 each)	230	Cherry St	\$460.00
Tier E Equipment (Router)	1	Cherry St	\$0.00
DID Numbers (Blocks of 100 @ \$2.00 each)	200	Cherry St	\$400.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Cherry St	\$545.10
Enterprise Trunking	1	Cherry St	\$10.00
Long Distance Charges (estimated)	1	Cherry St	\$560.00
Monthly Recurring Charge (MRC) Total			\$4,675.10
Annual (MRC) Total			\$56,101.20

Other Charges, Govt Fees and Taxes - estimated			MRC
Administrative Service Fee	1	Cherry St	\$260.04
Carrier Cost Recovery Fee	1	Cherry St	\$84.32
Federal Universal Service Fund Fee	1	Cherry St	\$150.56
State Universal Service Fund Fee	1	Cherry St	\$150.55
911 Business Tax	1	Cherry St	\$211.60
911 Equalization Surcharge	1	Cherry St	\$27.66
District Tax	1	Cherry St	\$31.41
Federal Excise Tax	1	Cherry St	\$168.34
Municipal Right of Way (ROW) Charge	1	Cherry St	\$4.40
P.U.C. Tax	1	Cherry St	\$8.35
Sales Tax	1	Cherry St	\$0.00
Transit Tax	1	Cherry St	\$30.56
Monthly Total			\$1,127.79
Annual Total			\$13,533.48

TOTAL: \$69,634.68

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE SOFTWARE CONTRACT RENEWAL TO SUPPORT THE DATA MANAGEMENT SYSTEM (EASY IEP) FOR STUDENTS WITH DISABILITIES

BACKGROUND:

On April 22, 2014, the Fort Worth ISD Board of Education approved the purchase of a new data management system (Easy IEP), that facilitates legal compliance of student Individualized Education Plans (IEPs) and Full and Individual Evaluations (FIEs) for students served in dyslexia, 504, or Special Education Programs. Public Consulting Group, Inc. (PCG) provides the software for the Easy IEP system. The renewal of the contract with PCG will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities. This purchase is from the date of award through June 30, 2022.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities
2. Decline to Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-822-999-99-226-000000

COST:

Not-to-Exceed - \$160,500

VENDOR:

Public Consulting Group, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-4077. 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 for students with dyslexia, 504, or in Special Education Programs.

RATIONALE:

Easy IEP assists administrators and teachers with the reporting requirements of the Individuals with Disabilities in Education Act (IDEA). The renewal of the software contract with PCG will continue the support for the data management system Easy IEP, which will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities.

INFORMATION SOURCE:

Marlon Shears



Corey Golomb
 100 North University Drive
 Fort Worth, TX 76107

RE: Quote for EasyIEP Special Education Management System (SY 21-22)
 PCG Client Code: 00000755
 Educational Purchasing Cooperative of North Texas (EPCNT) Interlocal Agreement

Dear Ms. Golomb,

This quote in the amount of \$160,500.00 (One Hundred Sixty Thousand, Five-Hundred Dollars and Zero Cents) represents PCG’s fee for EasyIEP™ our Special Education Management System. This quote includes the annual costs for the modules listed in the table below and includes hosting, maintenance, project management support, and the dynamic translation feature covering the dates of 7/1/2021 – 6/30/2022.

Service	Dates/Coverage Period	Amount
EasyIEP™	7/1/2021 – 6/30/2022	\$99,000.00
PaperClip Component	7/1/2021 – 6/30/2022	\$3,500.00
EasyFax™ Component	7/1/2021 – 6/30/2022	\$15,000.00
Dynamic Translation – ARD Module & FIE Module	7/1/2021 – 6/30/2022	\$28,000.00
Dynamic Translation – Progress Reports	7/1/2021 – 6/30/2022	\$15,000.00
Total		\$160,500.00

Sincerely,

Tim Gillespie,
 Associate Manager

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

TOPIC: APPROVE ANNUAL RENEWAL OF WIDE AREA NETWORK SERVICES FOR 2021-2022 SCHOOL YEAR (E-RATE ELIGIBLE)

BACKGROUND:

Our annual renewal of the Wide Area Network Service for the 2020-2021 school year is due. The Wide Area Network Service is the infrastructure that transports all data, telecommunications and video between all Fort Worth ISD sites, and to and from the Internet. Wide Area Network Service is vital to the instructional and administrative needs of the District.

Our annual renewal for the 2021-2022 school year is year-four (4) of the agreement approved by the Board on May 24, 2016. The amount not-to-exceed requested reflects contingency. The performance period of this agreement runs through May 31, 2027, with the option to extend three (3) additional years. These services are eligible for a discount under the Federal Communications Commission’s (FCC) E-rate program. If the application for discount is approved, the District will receive a 90% discount of the full cost.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Renewal of Wide Area Network Services for 2021-2022 School Year (E-Rate Eligible)
2. Decline to Approve Annual Renewal of Wide Area Network Services for 2021-2022 School Year (E-Rate Eligible)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal of Wide Area Network Services for 2021-2022 School Year (E-Rate Eligible)

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

Estimated Annual Cost (100%).....	\$1,405,248.00
Projected E-Rate Discount (90%).....	\$1,264,723.20
Projected District Expense (10%).....	\$140,524.80

COST:

Not-to-Exceed - \$140,524.80

VENDOR:

Conterra, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-056

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

These services will facilitate access to instructional and administrative resources used by the District.

INFORMATION SOURCE:

Marlon Shears

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15415	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	Bridgewood DC	1
CTS15416	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	Region XI DC	1
CTS15291	024	Detention Center	2701 Kimbo Rd.	\$ 644.00	Amon Carter Riverside HS	1
CTS15288	056	Riverside Middle School	1600 Bolton St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15287	150	Oakhurst Elementary School	2700 Yucca Ave.	\$ 644.00	Amon Carter Riverside HS	1
CTS15289	151	Natha Howell Elementary School	1324 Kings Hwy.	\$ 644.00	Amon Carter Riverside HS	1
CTS15286	159	Versia Williams Elementary School	901 Baurline St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15290	168	Springdale Elementary School	3207 Hollis St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15293	190	Riverside Applied Learning	3600 Fossil Dr.	\$ 644.00	Amon Carter Riverside HS	1
CTS15292	225	Bonnie Brae Elementary School	3504 Kimbo Road	\$ 644.00	Amon Carter Riverside HS	1
CTS15425	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	Bridgewood DC	2
CTS15426	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	Region XI DC	2
CTS15322	049	Kirkpatrick Middle School	3201 Refugio	\$ 644.00	Diamond Hill HS	2
CTS15326	051	Meacham Middle School	3600 Weber St.	\$ 644.00	Diamond Hill HS	2
CTS15324	122	Diamond Hill Elementary School	2000 Dewey Street	\$ 644.00	Diamond Hill HS	2
CTS15325	138	H.V. Helbing Elementary School	3524 N. Crump	\$ 644.00	Diamond Hill HS	2
CTS15321	139	M.L. Kirkpatrick Elementary School	3229 Lincoln	\$ 644.00	Diamond Hill HS	2
CTS15328	146	M.H. Moore Elementary School	1809 NE 36th St.	\$ 644.00	Diamond Hill HS	2
CTS15323	175	Washington Heights Elementary School	3214 Clinton Ave.	\$ 644.00	Diamond Hill HS	2
CTS15327	223	Cesar Chavez Elementary School	3710 Deen Road	\$ 644.00	Diamond Hill HS	2
CTS15433	008	North Side High School	2211 McKinley Av.	\$ 644.00	Bridgewood DC	3
CTS15434	008	North Side High School	2211 McKinley Av.	\$ 644.00	Region XI DC	3
CTS15354	044	J.P. Elder Middle School	709 N.W. 21st St.	\$ 644.00	Northside HS	3
CTS15353	114	Manuel Jara Elementary School	2100 Lincoln Ave.	\$ 644.00	Northside HS	3
CTS15357	120	Rufino Medoza Elementary School	1412 Denver Ave.	\$ 644.00	Northside HS	3
CTS15352	161	Sam Rosen Elementary School	2613 Roosevelt Ave.	\$ 644.00	Northside HS	3
CTS15350	172	W.J. Turner Elementary School	3000 NW 26th St.	\$ 644.00	Northside HS	3
CTS15355	224	M.G. Ellis Elementary School	214 NE 14th St.	\$ 644.00	Northside HS	3
CTS15351	227	Dolores Huerta Elementary School	3309 W Long Ave.	\$ 644.00	Northside HS	3
CTS15356	961	Service Center II	601 E. Northside Dr.	\$ 644.00	Northside HS	3
CTS15417	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Bridgewood DC	4
CTS15418	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Bridgewood DC	4
CTS15419	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Region XI DC	4
CTS15420	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Region XI DC	4
CTS15303	019	Metro Opportunity High School	2720 Cullen	\$ 644.00	Arlington Heights HS	4
CTS15306	026	Jo Kelly School	201 North Bailey Ave.	\$ 644.00	Arlington Heights HS	4
CTS15300	058	W.C. Stripling Middle School	2100 Clover Lane	\$ 644.00	Arlington Heights HS	4
CTS15297	063	Como Montessori	4001 Littlepage	\$ 644.00	Arlington Heights HS	4
CTS15298	082	Texas Academy of Biomedical Science	3813 Valentine	\$ 644.00	Arlington Heights HS	4
CTS15295	104	Boulevard Heights	5100 El Campo	\$ 644.00	Arlington Heights HS	4
CTS15294	107	Burton Hill Elementary School	519 Burton Hill	\$ 644.00	Arlington Heights HS	4
CTS15296	117	Como Elementary School	4000 Horne St.	\$ 644.00	Arlington Heights HS	4
CTS15301	149	North Hi Mount Elementary School	3801 W 7th St.	\$ 644.00	Arlington Heights HS	4
CTS15299	166	South Hi Mount Elementary School	4101 Birchman Ave.	\$ 644.00	Arlington Heights HS	4
CTS15305	727	FWISD Administration Building	100 N University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15307	822	Service Center III	999 N University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15302	911	Farrington Field	1501 University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15304	940	Safety & Security	3000 Shotts St.	\$ 644.00	Arlington Heights HS	4
CTS15439	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	Bridgewood DC	5
CTS15440	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	Region XI DC	5
CTS15380	081	Young Women's Leadership Academy	401 E. 8th St.	\$ 644.00	Trimble Tech HS	5
CTS15377	084	World Languages Institute	1066 W. Magnolia Ave.	\$ 644.00	Trimble Tech HS	5
CTS15383	087	I.M. Terrell Academy	1411 I.M. Terrell Circle S.	\$ 644.00	Trimble Tech HS	5
CTS15379	116	Lily B. Clayton Elementary School	2000 Park Place	\$ 644.00	Trimble Tech HS	5
CTS15378	121	DeZavala Elementary School	1419 College	\$ 644.00	Trimble Tech HS	5
CTS15382	135	Van Zandt-Guinn Elementary School	600 Kentucky	\$ 644.00	Trimble Tech HS	5
CTS15381	148	Charles Nash Elementary School	401 Samuels Ave.	\$ 644.00	Trimble Tech HS	5
CTS15435	009	Polytechnic High School	1300 Conner	\$ 644.00	Bridgewood DC	6
CTS15436	009	Polytechnic High School	1300 Conner	\$ 644.00	Region XI DC	6
CTS15358	048	William James Middle School	1101 Nashville	\$ 644.00	Polytechnic HS	6

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15365	054	Morningside Middle School	2751 Mississippi Ave.	\$ 644.00	Polytechnic HS	6
CTS15366	110	Carroll Peak Elementary School	1201 E. Jefferson St.	\$ 644.00	Polytechnic HS	6
CTS15361	123	S.S. Dillow Elementary School	4000 Avenue N	\$ 644.00	Polytechnic HS	6
CTS15359	143	D. McRae Elementary School	3316 Avenue N	\$ 644.00	Polytechnic HS	6
CTS15363	144	Mitchell Blvd Elementary School	3601 Mitchell Blvd.	\$ 644.00	Polytechnic HS	6
CTS15367	147	Morningside Elementary School	2601 Evans Ave.	\$ 644.00	Polytechnic HS	6
CTS15362	152	Oaklawn Elementary School	3220 Hardeman St.	\$ 644.00	Polytechnic HS	6
CTS15360	208	T.A. Sims Elementary School	3500 Crenshaw Ave.	\$ 644.00	Polytechnic HS	6
CTS15364	209	Edward J. Briscoe Elementary School	2751 Yuma Avenue	\$ 644.00	Polytechnic HS	6
CTS15427	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	Bridgewood DC	7
CTS15428	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	Region XI DC	7
CTS15329	052	Meadowbrook Middle School	2001 Ederville	\$ 644.00	Dunbar HS	7
CTS15337	059	Jacquet J. Martin Middle School	2501 Stalcup Rd.	\$ 644.00	Dunbar HS	7
CTS15334	083	Young Mens Leadership Academy	5100 Willie	\$ 644.00	Dunbar HS	7
CTS15335	124	Maude Logan Elementary School	2300 Dillard St.	\$ 644.00	Dunbar HS	7
CTS15332	127	Christine C. Moss Elementary School	4108 Eastland St.	\$ 644.00	Dunbar HS	7
CTS15330	141	Meadowbrook Elementary School	4330 Meadowbrook Dr.	\$ 644.00	Dunbar HS	7
CTS15333	153	A.M. Pate Elementary School	3800 Anglin Dr.	\$ 644.00	Dunbar HS	7
CTS15335	160	Maudrie Walton Elementary School	5816 Rickenbacker Pl.	\$ 644.00	Dunbar HS	7
CTS15331	162	Sagamore Hill Elementary School	701 S. Hughes Ave.	\$ 644.00	Dunbar HS	7
CTS15336	169	Sunrise-McMillian Elementary School	3409 Stalcup Rd.	\$ 644.00	Dunbar HS	7
CTS15429	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Bridgewood DC	8
CTS15430	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Bridgewood DC	8
CTS15431	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Region XI DC	8
CTS15432	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Region XI DC	8
CTS16169	047	Handley Middle School	2801 Patino Rd.	\$ 644.00	Eastern Hills HS	8
CTS15343	070	Jean McClung Middle School	3000 Forest Ave	\$ 644.00	Eastern Hills HS	8
CTS15341	105	West Handley Elementary School	2749 Putnam St.	\$ 644.00	Eastern Hills HS	8
CTS15340	125	Eastern Hills Elementary School	5917 Shelton	\$ 644.00	Eastern Hills HS	8
CTS15345	126	East Handley Elementary School	2617 Mims	\$ 644.00	Eastern Hills HS	8
CTS15348	129	John T. White Elementary School	7300 John T White Rd.	\$ 644.00	Eastern Hills HS	8
CTS15346	188	Atwood McDonald Elementary School	1850 Barron Ln.	\$ 644.00	Eastern Hills HS	8
CTS15347	206	Bill J. Elliot Elementary School	2501 Cooks Ln.	\$ 644.00	Eastern Hills HS	8
CTS15349	219	Lowery Road Elementary School	7600 Lowery Rd.	\$ 644.00	Eastern Hills HS	8
CTS15342	912	Scarborough Handley Field	6201 Craig Street	\$ 644.00	Eastern Hills HS	8
CTS15344	962	Handley Maintenance Satellite I	2208 Handley Dr.	\$ 644.00	Eastern Hills HS	8
CTS15447	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Bridgewood DC	9
CTS15448	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Bridgewood DC	9
CTS15449	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Region XI DC	9
CTS15450	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Region XI DC	9
CTS15404	045	Forest Oak Middle School	3221 Pecos	\$ 644.00	O D Wyatt HS	9
CTS15308	047	Wilkerson Greines Athletic Center	5201 Ca Roberson Blvd.	\$ 644.00	O D Wyatt HS	9
CTS15403	064	Glencrest 6th Grade	4801 Eastline	\$ 644.00	O D Wyatt HS	9
CTS15411	111	Carter Park Elementary School	1204 E. Broadus	\$ 644.00	O D Wyatt HS	9
CTS15414	115	George C. Clark Elementary School	3300 S. Henderson	\$ 644.00	O D Wyatt HS	9
CTS15406	130	Harlean Beal Elementary School	5615 Forest Hill Drive	\$ 644.00	O D Wyatt HS	9
CTS15405	132	Glen Park Elementary School	3601 Pecos St.	\$ 644.00	O D Wyatt HS	9
CTS15409	133	W.M. Green Elementary School	4612 David Strickland Rd.	\$ 644.00	O D Wyatt HS	9
CTS15413	165	R.J. Wilson Elementary School	900 W Fogg St.	\$ 644.00	O D Wyatt HS	9
CTS15412	184	Worth Heights Elementary School	519 E Butler St.	\$ 644.00	O D Wyatt HS	9
CTS15408	186	David K.Sellars Elementary School	4200 Dorsey St.	\$ 644.00	O D Wyatt HS	9
CTS15410	222	Clifford Davis Elementary School	4300 Campus Drive	\$ 644.00	O D Wyatt HS	9
CTS15407	915	Main Bus Barn	6300 Wichita St.	\$ 644.00	O D Wyatt HS	9
CTS15437	010	Paschal High School	3001 Forest Park	\$ 644.00	Bridgewood DC	10
CTS15438	010	Paschal High School	3001 Forest Park	\$ 644.00	Region XI DC	10
CTS15370	042	E.M. Daggett Middle School	1108 Carlock	\$ 644.00	Paschal HS	10
CTS15372	050	McLean Middle School	3816 Stadium	\$ 644.00	Paschal HS	10
CTS15373	069	McLean 6th Grade	3201 South Hills	\$ 644.00	Paschal HS	10
CTS15375	101	Alice Carlson Learning Center	3320 W. Cantey	\$ 644.00	Paschal HS	10
CTS15369	119	E.M. Daggett Elementary School	958 Page	\$ 644.00	Paschal HS	10

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15374	171	Tanglewood Elementary School	3060 Overton Park Dr. W.	\$ 644.00	Paschal HS	10
CTS15371	177	Westcliff Elementary School	4300 Clay Ave.	\$ 644.00	Paschal HS	10
CTS15368	194	Daggett Montessori	801 West Jessamine	\$ 644.00	Paschal HS	10
CTS15376	705	Professional Development Ctr	3150 McCart Ave.	\$ 644.00	Paschal HS	10
CTS15421	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Bridgewood DC	11
CTS15422	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Bridgewood DC	11
CTS15423	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Region XI DC	11
CTS15424	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Region XI DC	11
CTS15309	043	Wedgewood 6th Grade	4212 Belden	\$ 644.00	South Hills HS	11
CTS15315	057	Rosemont Middle School	1501 W. Seminary	\$ 644.00	South Hills HS	11
CTS15311	060	Wedgewood Middle School	3909 Wilkie Way	\$ 644.00	South Hills HS	11
CTS15316	067	Rosemont 6th Grade	3908 McCart Ave.	\$ 644.00	South Hills HS	11
CTS15314	131	Rosemont Elementary School	1401 W Seminary Dr.	\$ 644.00	South Hills HS	11
CTS15319	134	Greenbriar Elementary School	1605 Grady Lee	\$ 644.00	South Hills HS	11
CTS15313	137	Hubbard Heights Elementary School	1333 W Spurgeon St.	\$ 644.00	South Hills HS	11
CTS15310	163	Bruce Shulkey Elementary School	5533 Whitman Ave.	\$ 644.00	South Hills HS	11
CTS15318	167	South Hills Elementary School	3009 Bilglade Rd.	\$ 644.00	South Hills HS	11
CTS15320	178	Westcreek Elementary School	3401 Walton Ave.	\$ 644.00	South Hills HS	11
CTS15317	220	Alice Contreras Elementary School	4100 Lubbock Avenue	\$ 644.00	South Hills HS	11
CTS15312	226	Seminary Hills Elementary School	5037 Townsend	\$ 644.00	South Hills HS	11
CTS15441	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	Bridgewood DC	12
CTS15442	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	Region XI DC	12
CTS15387	071	Benbrook High/Middle School	201 Overcrest Dr.	\$ 644.00	Southwest HS	12
CTS15384	103	Benbrook Elementary School	800 Mercedes	\$ 644.00	Southwest HS	12
CTS15388	118	Hazel Harvey Peace Elementary School	7555 Trail Lake Dr.	\$ 644.00	Southwest HS	12
CTS15385	156	Ridglea Hills Elementary School	6817 Cumberland Rd.	\$ 644.00	Southwest HS	12
CTS15389	187	J.T. Stevens Elementary School	6161 Wrigley Way	\$ 644.00	Southwest HS	12
CTS15386	207	Westpark Elementary School	10202 Jerry Dunn Parkway	\$ 644.00	Southwest HS	12
CTS15390	216	Woodway Elementary School	6701 Woodway Dr.	\$ 644.00	Southwest HS	12
CTS15443	015	Western Hills High School	3600 Boston	\$ 644.00	Bridgewood DC	13
CTS15444	015	Western Hills High School	3600 Boston	\$ 644.00	Bridgewood DC	13
CTS15445	015	Western Hills High School	3600 Boston	\$ 644.00	Region XI DC	13
CTS15446	015	Western Hills High School	3600 Boston	\$ 644.00	Region XI DC	13
CTS15402	018	Middle Level Learning Center	4921 Hwy 377	\$ 644.00	Western Hills HS	13
CTS15399	053	William Monnig Middle School	3136 Bigham	\$ 644.00	Western Hills HS	13
CTS15395	061	Leonard Middle School	8900 Chapin Rd.	\$ 644.00	Western Hills HS	13
CTS15401	062	INA/ALA Academy @ Camp Bowie	7060 Camp Bowie Blvd.	\$ 644.00	Western Hills HS	13
CTS15397	066	Willoughby House	8100 Elizabeth Lane	\$ 644.00	Western Hills HS	13
CTS15398	154	M.L. Phillips Elementary School	3020 Bigham Blvd.	\$ 644.00	Western Hills HS	13
CTS15400	157	Luella Merrett Elementary School	7325 Kermit Ave.	\$ 644.00	Western Hills HS	13
CTS15396	176	Waverly Park Elementary School	3604 Cimmaron Trail	\$ 644.00	Western Hills HS	13
CTS15393	180	Western Hills Elementary School	2805 Laredo Dr.	\$ 644.00	Western Hills HS	13
CTS15392	221	Western Hills Primary	8300 Mojave Trail	\$ 644.00	Western Hills HS	13
CTS15391	Unassigned	Agriculture Barn	1855 Las Vegas Trail	\$ 644.00	Western Hills HS	13
CTS15394	929	Westside Bus Barn	3625 Longvue Ave.	\$ 644.00	Western Hills HS	13
CTS15451	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	Region XI DC	14
CTS15452	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	Region XI DC	14
CTS15453	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	Bridgewood DC	15
CTS15454	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	Bridgewood DC	15
CTS18603	229	Overton Park Elementary School	4865 Briarhaven Road	\$ 644.00	Paschal HS	10

Circuit Count	MRC / Circuit	Total Monthly Billing	Months of Service - July 1,2020 through June 30, 2021	Total Annual Charges
166	\$ 644.00	\$106,904.00	12	\$1,282,848.00
4	\$ 2,550.00	\$10,200.00	12	\$122,400.00
170	Total Circuits	\$117,104.00	12	\$1,405,248.00

Location Count	Type
130	Edge
13	Hub

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
2	Data Center					
145	Site Locations					

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

**TOPIC: APPROVE LEADERSHIP ACADEMY NETWORK PROFESSIONAL
LEARNING PLAN FOR THE 2021 – 2022 SCHOOL YEAR**

BACKGROUND:

The Leadership Academy Network plans on utilizing unique, blended learning resources and solutions for educators to utilize with their students. The resources include items such as: a consumable textbook, adaptive software for independent practice, and onsite professional development academy/workshop. The professional learning plan will provide the following: an opportunity to provide a demonstrated ability to provide connections for grades 3-12 teachers to an ongoing national network of math educators, the ability to regularly consult with and adapt professional learning to the specific needs of assigned schools, and ability to accommodate and customize grades 3-12 content based on evidence of impact of professional learning on teaching practice and student achievement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Leadership Academy Network Professional Learning Plan for the 2021 – 2022 School Year
2. Decline to Approve Leadership Academy Network Professional Learning Plan for the 2021 – 2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Leadership Academy Network Professional Learning Plan for the 2021 – 2022 School Year

FUNDING SOURCE

Additional Details

General Fund	199-11-6291-TWU-045-11-416-000000.....	\$41,250
	199-11-6291-TWU-064-11-416-000000.....	\$41,250
	199-11-6291-TWU-117-11-416-000000.....	\$46,500
	199-11-6291-TWU-124-11-416-000000.....	\$46,500
	199-11-6291-TWU-129-11-416-000000.....	\$46,500
	199-11-6291-TWU-144-11-416-000000.....	\$46,500

COST:

\$268,500 - Option 3

VENDOR:

Carnegie Learning

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-144

Number of Bid/Proposals received: 6

HUB Firms: 0

Compliant Bids: 6

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the six (6) campuses under the Texas Wesleyan/FWISD Leadership Academy Network with key instructional development practices and professional development upon which accelerated improvement is likely for the 2021 – 2022 school year. Onsite instructional coaching and targeted accelerated instruction will promote teacher capacity and student achievement and contribute to the LAN’s partnership goals for student growth and achievement.

INFORMATION SOURCE:

David Saenz

21-22 Professional Learning Plan

Fort Worth ISD : Leadership Academy Network part of Texas Wesleyan University

We're all in. Regardless of where you are on the journey of creating flexible learning experiences for your students, our team is here to help. Whether you need 1:1 coaching and mentoring for teachers, product implementation support, content development, or just an extra pair of hands to dig in and get to work side-by-side with you, we've got you covered. With Carnegie Learning, you are never alone.

INITIAL PLANNING CONVERSATION

What We Heard

As your partner, we are committed to providing you with engaging professional learning experiences tailored to the individual needs of your teachers during this time. Here's what we heard from you during our initial planning conversation...

- The schools will be facilitating a hybrid learning model for this year where students are in school and some students are joining virtual lessons from home.
- Teachers will need support designing lessons that engage students in the classroom and from home.
- Onsite coaching focused on providing good math instruction will likely be the most impactful.
- Teachers will have limited time this school year to be pulled for Professional Learning, sessions will need to be job-embedded, after school, or potentially on Enrichment Fridays.
- LAN would like to move forward with professional learning consisting of in-classroom support, math content academies, the National Math Institute, and summer of 2021 grade level planning.

MEASURABLE GOALS

Transforming the Mathematics Classroom

- Teachers will act as facilitators of student learning in flexible and personalized learning environment focused on Texas Process Standards via the [Workshop Model](#)
 - Engage - Opening of the Lesson
 - Develop - Work Time and Closing
 - Demonstrate - Wrap Up, DOL
 - (B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution
 - (G) display, explain, and justify mathematical ideas and arguments using precise mathematical language in written or oral communication.
- Professional Learning will focus on:
 - Modeling the Workshop Model in Class
 - Helping Teachers to develop Key Indicators in the [Mathematics Framework](#):
 - Learning Environment
 - Teacher activates a Learning Environment which centers on student collaboration, and a safe classroom environment for challenge, curiosity, and risk taking
 - Classroom Discourse
 - Teacher activates learning through discourse (math talk, students exploring and explaining, mutual questioning).
 - Execution of Task
 - Teacher activates student-centered conceptual learning by providing tasks focused on active learning, making authentic connections, and engaging deep thinking.
 - Observing and Debriefing Teacher Lessons in terms of:
 - The Workshop Model
 - Learning Environment
 - Classroom Discourse
 - Implementation of Task
 - Facilitating planning sessions for teachers where we focus on lesson planning to ensure that teachers are allowing for discourse, following the workshop model, and providing opportunities for students to collaborate and share their thinking.
 - K-2 Number Talks
 - Developing discourse in the K-2 Classroom via Number Talks
 - Modeling Number Talks
 - Observing and Debriefing Number Talks

SCOPE OF WORK

In order to achieve the outlined goals, Carnegie Learning has designed a custom professional learning scope of work that clearly outlines the professional learning activities along with a detailed timeline. We will monitor this scope of work with quarterly progress monitoring check-ins and make adjustments when necessary in order to maximize the impact of every professional learning activity.

Professional Learning Activities

Our comprehensive professional learning plan is made up of the following components:

- In-Classroom Support
- Custom Professional Development: Planning and Math Content Focused
- The National Math Institute
- Math Content Academies

In-Classroom Support

Limited to 4-6 teachers per day

In-Classroom Support takes place within the classroom and provides side-by-side coaching from the Carnegie Learning master practitioners. Carnegie Learning master practitioners intentionally build relationships with teachers and leaders in order to help the student achieve success and promote high-quality Carnegie Learning implementations. During In-Classroom Support, master practitioners will:

- Support the Carnegie Learning implementation to ensure fidelity to the model
- Provide individual and group coaching to support continuous growth and improvement
- Support student-centered learning and collaborative mathematics classrooms
- Assist schools in monitoring and maximizing a constant stream of data specific to individual classrooms and individual students

Custom Professional Development Planning and Data Workshops & Math Academies

Our content intensive workshops are designed to expand teachers' understanding of mathematical content and pedagogy aligned to NCTM's Principles to Actions: Ensuring Mathematics Success for All (2014).

There are three main elements to the workshops:

- **Grade-Specific Content Previews** – Teachers will preview upcoming mathematical content centered around the big ideas for their grade band and experience model lessons as learners themselves.
- **Heightened Awareness of Teaching Practices** – Our workshops are designed to facilitate teachers' meta-cognitive reflection on their own teaching practice and provide access points for them to adjust their instructional practices as they learn new strategies.
- **Problem-Solving in a Learner-Centered Classroom** – This is at the core of Carnegie Learning's pedagogical approach to mathematics instruction. Educators have the opportunity to experience learning as students would, actively engaging in discourse and productive struggle with their peers around the math (NCTM Principles to Action, 2014).

LONG + LIVE + MATH The National Institute

This event isn't like any other education conference you've attended. Attendees will leave refreshed, excited, energized, and equipped to make a difference. Over the course of the 4 day institute we bring together the smartest, most passionate educators and leaders to share insights and strategies around a common goal: to help every student reach their full potential in mathematics. LONG + LIVE + MATH is about transformation and the educators, like you, who are making it happen every day.

General attendees will enjoy a series of engaging keynotes, participant-driven sessions, and a wide variety of breakout workshops tailored to all grade bands (K-12). 116

2021 - 2022 Proposed Outline

Option 1:

Item	Unit Cost	# of Units	Total Cost
Custom Quarterly Planning	\$3500 per day/coach	3 (K-2) days 3 (3-5) days	\$21,000
Ongoing, In-Classroom Support	\$2,500 per day/coach	51 days 15 Fall, 30 Spring and 6 to follow each custom quarterly planning	\$127,500
Content Academies K-2 Early Number Concepts 3-5 Early Fraction Concepts 6-8 Proportional Reasoning	\$17,500 per academy	1 (Each Academy is 5 days)	\$17,500
Total			\$166,000
Carryover from 2020-2021 School Year PL			\$17,500
Total			\$148,500

Option 2:

Item	Unit Cost	# of Units	Total Cost
Custom Quarterly Planning	\$3500 per day/coach	3 (K-2) days 3 (3-5) days	\$21,000
Ongoing, In-Classroom Support	\$2,500 per day/coach	37 days 15 Fall, 16 Spring and 6 to follow each custom quarterly planning	\$92,500
Content Academies K-2 Early Number Concepts 3-5 Early Fraction Concepts 6-8 Proportional Reasoning	\$17,500 per academy	3 - allowing one per grade level range (Each Academy is 5 days)	\$52,500
Total			\$166,000
Carryover from 2020-2021 School Year PL			\$17,500
Total			\$148,500

Option 3:

Item	Unit Cost	# of Units	Total Cost
Custom Quarterly Planning	\$3500 per day/coach	3 (K-2) days 3 (3-5) days	\$21,000
Ongoing, In-Classroom Support	\$2,500 per day/coach	37 days 15 Fall, 16 Spring and 6 to follow each custom quarterly planning	\$92,500
Content Academies K-2 Early Number Concepts 3-5 Early Fraction Concepts 6-8 Proportional Reasoning	\$17,500 per academy	3 - allowing one per grade level range (Each Academy is 5 days)	\$52,500
TNI 2022	\$3,000	40 participants	\$120,000
Total			\$166,000
Carryover from 2020-2021 School Year PL			\$17,500
Total			\$268,500



501 Grant St, STE 1075
 Pittsburgh, PA, 15219
 (888) 851-7094

QUOTE NO: Q-24240

DATE: 4/22/2021
 EXPIRES ON: 5/22/2021

CONTACT INFORMATION		
Ft Worth Ind School District 100 N University Dr Suite SE223 FORT WORTH, TX, 76107	Whitney Clark Curriculum Coordinator 8172437538 clark@txwes.edu	Sharon Roth 9728242501 sroth@carnegielearning.com

Group1

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL Onsite Academy or Custom Workshop	Onsite Academy or Custom Workshop, per day (includes materials), up to 25 participants per facilitator		8	Included
Group1 TOTAL:				\$27,000.00

SUBTOTAL:	\$27,000.00
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$27,000.00

Terms of Use

These Terms of Use apply solely to Ft. Worth Independent School District (“FWISD”) and supersede Carnegie Learning, Inc.’s Standard Terms of Use solely and exclusively for FWISD, notwithstanding any different terms that may currently be in effect, and may be modified only in accordance with the terms hereof.

Effective Date: May __, 2016

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1. These Terms apply to all use of our digital properties

These Terms apply to all use of our digital properties. As a user of the digital properties, “you” agree that these Terms are a binding contract that applies to all of your use of the digital properties and any subscription or license that you have purchased, or that have been purchased on your behalf, through the digital properties. By visiting the digital properties, you are agreeing that you will comply with these Terms. If you do not agree to these Terms, you should not use our digital properties.

These Terms are effective as of the effective date identified above.

If you are a parent, student, teacher, or administrator of a school or school district who has licensed our products and services and you do not agree to changes in the Terms of Use, please discontinue your use of our digital properties and contact your teacher, school, or school district administrator.

Our digital properties may contain links to websites or other online offerings that we do not operate or control. We are not responsible for the privacy practices or content of those offerings. You should be aware that different terms may apply to your use of those offerings.

2. We protect your personal information in accordance with our Privacy Policy.

We have a [Privacy Policy](#) that applies to our digital properties. It contains important information about the ways that we collect, use and share information about Carnegie Learning customers, such as teachers or school or school district administrators, as well as their students. We encourage you to read it so that you will understand your choices concerning protection of your personal information. Our [Privacy Policy](#) is considered a part of these Terms.

3. Your use of our digital properties must comply with our standards of conduct.

To maintain the integrity of our digital properties and the user experience of all users of the digital properties, you agree not to misuse the digital properties or their content. For example, you must not do (or attempt to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt or interfere with the normal operation and navigation of the digital properties or the availability of the digital properties to other users.
- Circumvent any measures we use to limit access to the digital properties or particular content available on the digital properties.
- Access the digital properties using any unauthorized “robot,” “spider,” “scraper” or other automated means.
- Display the digital properties, or any of their content, in a “frame,” in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the digital properties or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to a digital properties from any commercial website, or maintain any other link that we ask you to remove.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the digital properties.
- Use the digital properties to transmit or collect personally identifiable information about other users.
- Use the digital properties to advertise or promote any goods or services other than ours. This includes chain letters, junk mail, “spamming,” solicitations (commercial or non-commercial), or bulk communications of any kind, including but not limited to distribution lists that include any person who has not given specific permission to be included on such a list.
- Use the digital properties to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. This includes material in the form of text, graphics, audio, video, or programs.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Use any other subscriber’s information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

If you violate this Section 3, we reserve the right to terminate your access to or registration on the digital properties, remove material from the digital properties, take other remedial actions, and seek any remedies permitted by law.

We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section 3.

4. Additional terms apply if you register for or use an account on our digital properties.

Portions of our digital properties offer you the option of signing on as a guest or registering as a member. This Section 4 states additional terms that apply to such accounts.

Parents, teachers, or administrators of a school or school district who has licensed our products and services (collectively, “Non-Student Users”) who register for the digital properties are required to provide us with accurate and complete information including your name, email address, job title, phone number, school, school district, and password. You also must update your account when information you have provided to us changes. To update your account information, click on the “Your Account” link on the relevant digital property.

Students who register to use the teaching and learning resources at the direction of their teachers, school or school district administrators may provide their name, email address, class and school where they are enrolled. In some cases, Non-Student Users will provide this information to us on the students’ behalf.

You are responsible for maintaining the confidentiality of your account login names and passwords, and you must not permit use of your account by anyone else. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

5. We may change our digital properties and our offerings at any time.

We reserve the right to take any of the following actions at our discretion at any time, and without giving you prior notice:

- Change or discontinue any digital property, and the products, promotions, and other offerings on the digital properties.
- Limit the availability of products.
- Impose conditions on the product licenses.
- Restrict or terminate your access or registration to the digital properties.

We will not be liable to you or any third party for taking any of these actions. If we terminate your access to any of the digital properties, you must immediately stop using such digital property. Upon termination, these Terms shall continue to apply to any other use of the digital properties that you are permitted to make. Any termination will not affect our rights as to any violation of these Terms by you.

6. We retain all rights to our trademarks, copyrights and other intellectual property.

The trademarks used on the digital properties, the products offered through the digital properties, the appearance and content of the digital properties, and the technology used to provide the digital properties are protected by intellectual property and other laws in the U.S. and in other countries. As between you and us, we retain all right, title and interest in and to our digital properties, products, content and technology. You must comply with all such laws. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on the digital properties. You also agree not to use our trademarks in meta tags or in any way that is likely to cause confusion or that disparages or discredits us.

You are only permitted to access and use the digital properties for your own personal, noncommercial purposes in accordance with these Terms. We grant you a nonexclusive, revocable license to print or store a limited number of individual pages of the digital properties incidental to such use. You agree not to (1) download, archive, store in a database or otherwise copy any part of the digital properties or its content except for the printing and storage authorized in the immediately preceding sentence; (2) modify or otherwise create derivative works of the digital properties or its content; (3) distribute or otherwise disseminate any part of the digital properties or its content; and (4) in any way exploit any part of the digital properties or its content.

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We respect the intellectual property rights of others. If you believe that content on a Site infringes your copyright, you may send a notification pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to our designated agent as follows:

DMCA Agent
Carnegie Learning
501 Grant Street
Union Trust Building, Suite 1075
Pittsburgh, PA 15219
dmca@carnegielearning.com

8. YOUR RIGHTS AND REMEDIES FOR YOUR USE OF THE DIGITAL PROPERTIES ARE LIMITED.

WE DO NOT WARRANT: (1) THAT THE DIGITAL PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) THAT THE DIGITAL PROPERTIES OR ACCESS TO THEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS OR OMISSIONS; (3) THAT THE DIGITAL PROPERTIES OR THE SERVERS HOSTING THEM WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE DIGITAL PROPERTIES OR ITS CONTENT WILL CONTINUE TO BE AVAILABLE. WE SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE DIGITAL PROPERTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE DIGITAL PROPERTIES AND THEIR CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

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YOUR PARTICIPATION IN THE DIGITAL PROPERTIES IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE DIGITAL PROPERTIES, ITS EMPLOYEES, CONSULTANTS AND/OR EXPERTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DIGITAL PROPERTIES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

YOU UNDERSTAND AND AGREE THAT WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN OR PROVIDED IN CONNECTION WITH THE DIGITAL PROPERTIES. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. THE INFORMATION IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER WE NOR OUR MEMBERS, WHILE SUCH MEMBERS ARE PARTICIPATING IN THE DIGITAL PROPERTIES, ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. WE ENCOURAGE YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM WHICH YOU MAY HAVE.

WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN THE DIGITAL PROPERTIES. WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE DIGITAL PROPERTIES, YOUR USE OR INABILITY TO USE THE DIGITAL PROPERTIES, OR ANY PRODUCTS PURCHASED THROUGH THE DIGITAL PROPERTIES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE DIGITAL PROPERTIES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE DIGITAL PROPERTIES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

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WE ARE NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WORLD WIDE WEB PAGES THAT IS CONTAINED OUTSIDE THE DIGITAL PROPERTIES. As a convenience to our members, we may provide links to resources which are beyond our control. We make no representations as to the quality, suitability, functionality or legality of any digital properties to which we may provide links, and you hereby waive any claim you might have against us with respect to such digital properties.

9.

10. Certain other miscellaneous provisions also apply.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions. By registering for or using the digital properties, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Tarrant County, Texas.

In the event that any provision of the Terms of Use conflicts with the law under which the Terms of Use are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

We may assign its rights and obligations under these Terms of Use and upon such assignment we may be relieved of any further obligation hereunder. You represent to us that you have the authority to register with the digital properties according to these Terms of Use.

These Terms of Use and any additional terms (as such terms shall be identified when posted on the digital properties by us) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

11. If you have questions or concerns, please contact us, and we will try to resolve them.

If you have any questions or concerns about these Terms or the digital properties, please call us toll-free at 877-401-2527 or contact us at:

Carnegie Learning
501 Grant Street
Union Trust Building, Suite 1075
Pittsburgh, PA 15219
info@carnegielearning.com

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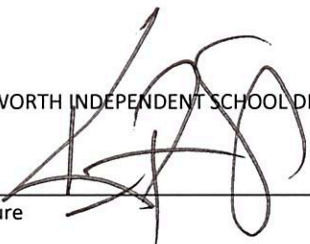
Accepted and Approved for FWISD:

Accepted and Approved for Carnegie Learning, Inc.

DD

Priscila Dilley
Signature
Priscila Dilley
Name (print)
Senior Officer - Leadership Academy Network
Title
05/26/2021
Date

Julie Katruska
Signature
Julie Katruska
Name (print)
CFO
Title
5/26/2021
Date

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Signature
Kent P. Scribner, Ph.D.
Name (print)
Superintendent of Schools
Title
5/27/21
Date

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF ONLINE LITERACY RESOURCES FOR THE LEADERSHIP ACADEMY NETWORK SCHOOLS FOR THE 2021 – 2022 SCHOOL YEAR**

BACKGROUND:

The Leadership Academy Network (LAN) partners with other entities to provide professional development as well as Accelerated Reader subscriptions for all students for the 2021-2022 school year. These efforts are designed to accelerate student achievement related to reading as well as build instructional capacity to drive student achievement. Through capacity building in the area of literacy, the LAN will be further equipped to produce student achievement that meets and exceeds contractual targets. The LAN would like to continue this effort for the School Year 2021 – 2022.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Online Literacy Resources for the Leadership Academy Network Schools for the 2021 – 2022 School Year
2. Decline to Approve Purchase of Online Literacy Resources for the Leadership Academy Network for the Schools 2021 – 2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-045-24-416-000000.....	\$13,063.99
	199-11-6399-TWU-064-24-416-000000.....	\$12,959.85
	199-11-6399-TWU-117-24-416-000000.....	\$14,957.80
	199-11-6399-TWU-124-24-416-000000.....	\$13,056.25
	199-11-6399-TWU-129-24-416-000000.....	\$13,889.30
	199-11-6399-TWU-144-24-416-000000.....	\$13,637.65

COST:

\$110,909.28

VENDOR:

Renaissance Learning Inc. \$81,564.84
Nearpod Inc. \$29,344.44 (Option B)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040
Number of Bid/Proposals received: 225
HUB Firms: 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. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendors listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated improvement is likely for the 2021 – 2022 school year. The purchase of these services will allow our schools to better analyze students’ abilities and provide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement. The purchase of these items for the network will also allow individual campuses to take advantage of the collective purchasing, yielding a greater overall discount.

INFORMATION SOURCE:

David Saenz

Accelerated Reader, myON Reader, myON News

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	Accelerated Reader annual subscription fees	\$2,713.95
2	myON annual subscription fees	\$11,625.69
3	Annual all product Renaissance platform service	\$618.16
		Year 1
Subtotal		\$14,957.80
Shipping and processing		\$0.00
Tax		\$0.00
Total		\$14,957.80
Grand total		\$14,957.80

Software	Schools	Students
Accelerated Reader	1	448
myON	1	448
myOn News	1	
myON Publisher Elementary	1	
myON Publisher Secondary	1	

Quote number 2547643 was created on 03/31/2021 and includes \$2,800.00 in applied discounts. Prices are subject to change.

Notes:

- 1 Annual Accelerated Reader student subscription fees apply during each year of implementation.
- 2 Annual school subscription fee for myON apply during each year of implementation.
- 3 Annual all product Renaissance platform services are \$750.00 per school discounted to \$618.16 for this proposal.

By signing below, you:

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.


To accept this offer and place an order, please sign and return this Quote.

If changes are necessary or additional information is required, please contact your Account Executive, Angie LaCompte at 877-235-6013.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Como Elementary School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 4/01/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	myON Reader annual subscription fees	\$12,659.85
2	Professional development	\$300.00
		Year 1
Subtotal		\$12,959.85
Shipping and processing		\$0.00
Tax		\$0.00
Total		\$12,959.85
Grand total		\$12,959.85

Software	Schools
myON Reader	1
myON News	1
myON Publisher Elementary	1
myON Publisher Secondary	1
Professional development	Quantity
60-minute Remote Session	1

Quote number 2545762 was created on 3/29/2021 and includes \$2,481.15 in applied discounts. Prices are subject to change.

Notes:

- 1 This pricing includes one-time school fees.
- 2 Professional development will be delivered as outlined in the Professional Development section on the right-side of the table above.

By signing below, you:

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
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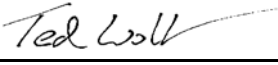
To accept this offer and place an order, please sign and return this Quote.

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Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Forest Oaks 6th Grade School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 04/01/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	myON Reader annual subscription fees	\$13,063.99
		Year 1
	Subtotal	\$13,063.99
	Shipping and processing	\$0.00
	Tax	\$0.00
	Total	\$13,063.99
	Grand total	\$13,063.99

Software	Schools
myON Reader	1
myON News	1
myON Publisher Elementary	1
myON Publisher Secondary	1

Quote number 2547451 was created on 3/31/21 and includes \$3,338.01 in applied discounts. Prices are subject to change.

Notes:

- 1 Annual school subscription fee for myON Reader apply during each year of implementation.

By signing below, you:

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- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.


To accept this offer and place an order, please sign and return this Quote.

If changes are necessary or additional information is required, please contact your Account Executive, Angie LaCompte, at 877-235-6013.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Forest Oak Middle School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 04/01/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	Annual Accelerated Reader student subscription fees	\$2,618.69
2	myON Reader annual subscription fees	\$10,443.56
3	Professional development	\$300.00
4	Annual all product Renaissance platform service	\$527.05
		Year 1
Subtotal		\$13,889.30
Shipping and processing		\$0.00
Tax		\$0.00
Total		\$13,889.30
Grand total		\$13,889.30

Software	Schools	Students
Accelerated Reader	1	507
myON Reader	1	
myON News	1	
myON Publisher Elementary	1	
myON Publisher Secondary	1	
Professional development		
60-minute Remote Session		1

Quote number 2547466 was created on 03/31/2021 and includes \$5,481.15 in applied discounts. Prices are subject to change.

Notes:

- 1 Annual Accelerated Reader student subscription fees apply during each year of implementation.
- 2 Annual school subscription fee for myON Reader apply during each year of implementation.
- 3 Professional development will be delivered as outlined in the Professional Development section on the right-side of the table above.
- 4 Annual all product Renaissance platform services are \$750.00 per school discounted to \$527.05 for this proposal.

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- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.


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If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	John T White Elementary School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 04/10/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	Annual student subscription fees	\$2,041.12
2	myON Reader annual subscription fees	\$10,174.15
3	Annual all product Renaissance platform service	\$540.98
4	Professional development	\$300.00
		Year 1
Subtotal		\$13,056.25
Shipping and processing		\$0.00
Tax		\$0.00
Total		\$13,056.25
Grand total		\$13,056.25

Software	Schools	Students
Accelerated Reader	1	385
myON Reader	1	
myON News	1	
myON Publishers Elementary	1	
myOn Publishers Secondary	1	
Professional development	Quantity	
60-minute Remote Session		1

Quote number 2547470 was created on 03/31/2021 and includes \$4,907.50 in applied discounts. Prices are subject to change.

Notes:

- Annual Accelerated Reader student subscription fees apply during each year of implementation.
- Annual school subscription fee for myON Reader apply during each year of implementation.
- Annual all product Renaissance platform services are \$750.00 per school, discounted to \$540.98 for this proposal.
- Professional development will be delivered as outlined in the Professional Development section on the right-side of the table above.

By signing below, you:

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.


To accept this offer and place an order, please sign and return this Quote.

If changes are necessary or additional information is required, please contact your Account Executive, Angie LaCompte, at 877-235-6013.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Maude I. Logan Elementary School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 04/01/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Cost proposal		Year 1 7/1/2021- 6/30/2022
Products & services provided by Renaissance:		
1	Annual Accelerated Reader student subscription fees	\$2,406.46
2	myON Reader annual subscription fees	\$10,361.45
3	Annual all product Renaissance platform service	\$569.74
4	Professional development	\$300.00
		Year 1
Subtotal		\$13,637.65
Shipping and processing		\$0.00
Tax		\$0.00
Total		\$13,637.65
Grand total		\$13,637.65

Software	Schools	Students
Accelerated Reader	1	431
myON Reader	1	
myON News	1	
myON Publisher Elementary	1	
myON Publisher Secondary	1	
Professional development		Quantity
60-minute Remote Session		1

Quote number 2550353 was created on 04/06/2021 and includes \$4,664.20 in applied discounts. Prices are subject to change.

Notes:

- Annual Accelerated Reader student subscription fees apply during each year of implementation.
- Annual school subscription fee for myON Reader apply during each year of implementation.
- Annual all product Renaissance platform services are \$750.00 per school discounted to \$569.74 for this proposal.
- Professional development will be delivered as outlined in the Professional Development section on the right-side of the table above.

By signing below, you:

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.


To accept this offer and place an order, please sign and return this Quote.

If changes are necessary or additional information is required, please contact your Account Executive, Angie LaCompte, at 877-235-6013.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Mitchell Boulevard Elementary School
By: 	By:
Name: Ted Wolf	Name:
Title: VP - Global Controller	Title:
Date: 04/07/2021	Date:

Please note that Renaissance subscriptions are based on a full year (unless otherwise noted).

Sales Order

Sales Order For:

Whitney Clark
 Texas Wesleyan University
 1201 Wesleyan St
 FORT WORTH, Texas 76105
 UNITED STATES

Nearpod Contact:

Carlo Amato
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Service Start: 07/15/2021 **Service End:** 07/14/2022

Option A: Nearpod Premium Plus

Description	Quantity	Total
Nearpod Premium Plus - District: including unlimited access to: - Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching	2900 – Students Como ES John T. White ES Maude Logan ES Mitchell Boulevard ES Forest Oak 6 th Grade Forest Oak 7-8 th Grade	\$21,750.00
	Total	\$21,750.00

Option B: Nearpod Premium Plus + Flocabulary

Description	Quantity	Total
<p>Nearpod Premium Plus - District: including unlimited access to:</p> <ul style="list-style-type: none"> - Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching 	<p>2900 - Students</p> <p>Como ES John T. White ES Maude Logan ES Mitchell Boulevard ES Forest Oak 6th Grade Forest Oak 7-8th Grade</p>	<p>\$21,750.00</p>
<p>Flocabulary Site License:</p> <p>Unlimited access to Flocabulary including:</p> <ul style="list-style-type: none"> - Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities - Access to Week in Rap lessons, added weekly during the school year to spotlight current events - Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments 	<p>2900 - Students</p>	<p>\$10,875.00</p>
<p>Current Contract prorations Forest Oak Middle, John T White Elementary, Como Elementary</p>		<p>(\$3,280.56)</p>
	<p>Total</p>	<p>(USD) \$29,344.44</p>

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

**TOPIC: APPROVE PURCHASE OF SOFTWARE AND TRAINING RESOURCES
FOR THE LEADERSHIP ACADEMY NETWORK TEACHERS AND
STAFF FOR THE 2021 – 2022 SCHOOL YEAR**

BACKGROUND:

Partnering with this vendor will empower and enrich teachers with the required resources to assist students to reach new levels of student performance. This purchase will provide teachers with comprehensive assessment tools to understand student's learning and needs, to align the right instruction and intervention supports at the right time, and to accelerate learning for all students in the Leadership Academy Network. This is the initial contract for software, training, and resources for teachers.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software and Training Resources for the Leadership Academy Network Teachers and Staff for the 2021 – 2022 School Year
2. Decline to Approve Purchase of Software and Training Resources for the Leadership Academy Network Teachers and Staff for the 2021 – 2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-045-24-416-000000.....	\$10,124
	199-11-6399-TWU-064-24-416-000000.....	\$10,124
	199-11-6399-TWU-117-24-416-000000.....	\$10,124
	199-11-6399-TWU-124-24-416-000000.....	\$10,124
	199-11-6399-TWU-129-24-416-000000.....	\$10,124
	199-11-6399-TWU-144-24-416-000000.....	\$10,124

COST:

\$60,744

VENDOR:

Illuminate 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 The Interlocal Purchasing Systems Contract 210101. 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

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak – 6 th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated improvement is likely for the 2021 – 2022 school year. The purpose of this program will allow the Leadership Academy Network to monitor growth towards partnership goals through aligned assessment, data analysis and reporting and achievement status.

INFORMATION SOURCE:

David Saenz



Client Order

Q-120819

6531 Irvine Center Drive Suite 100
 Irvine, California 92618
 (949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 4/30/2021
 Valid Through: 6/30/2021
 Prepared By: Tristen Scheitle
 Start Date: 7/1/2021
 End Date: 6/30/2024
 Quote Term: 36

Customer: Texas Wesleyan University
 Address: 1201 Wesleyan St
 Fort Worth, Texas 76105
 Contact: Priscilla Dilley
 Phone:

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,850	SchoolCity, Software License	SchoolCity Annual License	\$5.41	\$15,418.50
2,850	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.41	\$15,418.50
2,850	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$3.24	\$9,234.00
2,850	Grading Software	Assessment Scanning and Scoring	\$1.03	\$2,935.50
2,850	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$6,412.50
20	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$1,500.00
3	Virtual Consultations, eduCLIMBER	One-hour of virtual coaching for eduCLIMBER.	\$165.00	\$495.00
3	Virtual Consultations, SchoolCity	One-hour of virtual coaching for SchoolCity.	\$165.00	\$495.00
2,850	TX Test Maker, TX Formative Bank, TX Pre-Built Bundle		\$3.10	\$8,835.00
2,850	»» TX Test Maker, House Bank (TX)	TEKS aligned item bank for ELA, Math, Science, and Social Studies in grades 1- 11.	Included	
2,850	»» TX Formative Bank	Supplemental TEKS aligned item bank for ELA and Math	Included	
2,850	»» Texas Pre-Built Assessments	Texas ELA/Math Interim Assessments and HSS/Science Unit Tests.	Included	
Year 1 Subtotal:				\$60,744.00
Year 1 Grand Total:				\$60,744.00

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,850	SchoolCity, Software License	SchoolCity Annual License	\$5.57	\$15,874.50
2,850	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.57	\$15,874.50

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,850	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$3.34	\$9,519.00
2,850	Grading Software	Assessment Scanning and Scoring	\$1.06	\$3,021.00
2,850	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$6,412.50
20	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$1,500.00
3	Virtual Consultations, eduCLIMBER	One-hour of virtual coaching for eduCLIMBER.	\$165.00	\$495.00
3	Virtual Consultations, SchoolCity	One-hour of virtual coaching for SchoolCity.	\$165.00	\$495.00
2,850	TX Test Maker, TX Formative Bank, TX Pre-Built Bundle		\$3.10	\$8,835.00
2,850	»» TX Test Maker, House Bank (TX)	TEKS aligned item bank for ELA, Math, Science, and Social Studies in grades 1- 11.	Included	
2,850	»» TX Formative Bank	Supplemental TEKS aligned item bank for ELA and Math	Included	
2,850	»» Texas Pre-Built Assessments	Texas ELA/Math Interim Assessments and HSS/Science Unit Tests.	Included	
Year 2 Subtotal:				\$62,026.50
Year 2 Grand Total:				\$62,026.50

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,850	SchoolCity, Software License	SchoolCity Annual License	\$5.74	\$16,359.00
2,850	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.74	\$16,359.00
2,850	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$3.44	\$9,804.00
2,850	Grading Software	Assessment Scanning and Scoring	\$1.09	\$3,106.50
2,850	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$6,412.50
20	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$1,500.00
3	Virtual Consultations, eduCLIMBER	One-hour of virtual coaching for eduCLIMBER.	\$165.00	\$495.00
3	Virtual Consultations, SchoolCity	One-hour of virtual coaching for SchoolCity.	\$165.00	\$495.00
2,850	TX Test Maker, TX Formative Bank, TX Pre-Built Bundle		\$3.10	\$8,835.00
2,850	»» TX Test Maker, House Bank (TX)	TEKS aligned item bank for ELA, Math, Science, and Social Studies in grades 1- 11.	Included	
2,850	»» TX Formative Bank	Supplemental TEKS aligned item bank for ELA and Math	Included	
2,850	»» Texas Pre-Built Assessments	Texas ELA/Math Interim Assessments and HSS/Science Unit Tests.	Included	
Year 3 Subtotal:				\$63,366.00
Year 3 Grand Total:				\$63,366.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

**Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618**



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

- (a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). “**Client Personnel**” means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). “**Embedded Applications**” means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). “**Licensed Products**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). “**Professional Service(s)**” means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). “**Software**” means the Illuminate software programs described in the applicable Client Order.
- (i). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“**Termination**”).

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

- (j). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

- (a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through

the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

- (a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.
- (b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.
- (c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within

one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

143 (c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as

"confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS**

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a

fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will

provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF MATH RESOURCES FOR THE LEADERSHIP ACADEMY NETWORK FOR THE 2021 – 2022 SCHOOL YEAR**

BACKGROUND:

These math resources will provide a rigorous approach to math instruction using the 5E lesson model and give students an interactive, collaborative and reflective learning experience. The Leadership Academy Network will use this purchase to encourage purposeful math discussions and real-world exploration to enhance learning experiences and stimulate academic growth.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Math Resources for the Leadership Academy Network for the 2021 – 2022 School Year
2. Decline to Approve Purchase of Math Resources for the Leadership Academy Network for 2021 – 2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Math Resources for the Leadership Academy Network for the 2021 – 2022 School Year

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-117-24-416-000000.....	\$42,600
	199-11-6399-TWU-124-24-416-000000.....	\$42,600
	199-11-6399-TWU-129-24-416-000000.....	\$42,600
	199-11-6399-TWU-144-24-416-000000.....	\$42,600
	199-11-6291-TWU-117-24-416-000000.....	\$7,400
	199-11-6291-TWU-124-24-416-000000.....	\$7,400
	199-11-6291-TWU-129-24-416-000000.....	\$7,400
	199-11-6291-TWU-144-24-416-000000.....	\$7,400

COST:

\$200,000

VENDOR:

Accelerate Learning Inc. - STEMscopes

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 207

HUB Firms: 29

Compliant Bids: 203

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with teacher and student resources (online and paper), aligned math curriculum, and professional development upon which accelerated improvement is likely for the 2021 – 2022 school year. STEMscopes Math provides rigorous, hands-on learner and teacher resources to the schools and will continue vertical alignment with instructional materials used in elementary schools for grades K-5 with components in both English and Spanish.

INFORMATION SOURCE:

David Saenz



STEMscopes Quote

Quote/Invoice Number: 00058831
 Account Name: Fort Worth Independent School District
 Shipping Address: 100 N University Dr
 Fort Worth, Texas 76107-1360
 United States

MAIL PAYMENTS TO:

Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464

Created Date: 4/6/2021 Start Date: 7/1/2021
 Prepared By: Courtney Foreman

The quantity below represents the total number of students for each grade level.

Product	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade K Bundled Resource Kit	978-1-64306-251-8	Grade K	15.00	1 Year	\$745.75	\$745.75	\$11,186.25
TX Math Grade 1 Bundled Resource Kit	978-1-64306-252-5	Grade 1	17.00	1 Year	\$793.25	\$793.25	\$13,485.25
TX Math Grade 2 Bundled Resource Kit	978-1-64306-253-2	Grade 2	15.00	1 Year	\$897.75	\$888.25	\$13,323.75
TX Math Grade 3 Bundled Resource Kit	978-1-64306-396-6	Grade 3	14.00	1 Year	\$869.25	\$869.25	\$12,169.50
TX Math Grade 4 Bundled Resource Kit	978-1-64306-397-3	Grade 4	13.00	1 Year	\$950.00	\$950.00	\$12,350.00
TX Math Grade 5 Bundled Resource kit	978-1-64306-398-0	Grade 5	17.00	1 Year	\$750.50	\$750.50	\$12,758.50
TX Math Grade K Notebook	978-1-64306-284-6	Grade K	245.00	1 Year	\$25.50	\$25.50	\$6,247.50
TX Math Grade 1 Notebook	978-1-64306-285-3	Grade 1	231.00	1 Year	\$25.50	\$25.50	\$5,890.50
TX Math Grade 2 Notebook & Assessment Print Bundle	978-1-64306-289-1	Grade 2	245.00	1 Year	\$69.25	\$62.18	\$15,234.10
TX Math Grade 3 Notebook & Assessment Print Bundle	978-1-64306-071-2	Grade 3	232.00	1 Year	\$69.25	\$69.25	\$16,066.00
TX Math Grade 4 Notebook & Assessment Print Bundle	978-1-64306-072-9	Grade 4	208.00	1 Year	\$69.25	\$69.25	\$14,404.00
TX Math Grade 5 Notebook & Assessment Print Bundle	978-1-64306-073-6	Grade 5	218.00	1 Year	\$69.25	\$69.25	\$15,096.50
TX Math Grade K Online	978-1-64306-440-6	Grade K	245.00	1 Year	\$8.95	\$8.95	\$2,192.75
TX Math Grade 1 Online	978-1-64306-441-3	Grade 1	231.00	1 Year	\$8.95	\$8.95	\$2,067.45
TX Math Grade 2 Online	978-1-64306-442-0	Grade 2	243.00	1 Year	\$8.95	\$8.95	\$2,174.85
		Grade		1			

STEMscopes Quote

TX Math Grade 3 Online	978-1-64306-056-9	3	232.00	Year	\$8.95	\$8.95	\$2,076.40
TX Math Grade 4 Online	978-1-64306-057-6	Grade 4	208.00	1 Year	\$8.95	\$8.95	\$1,861.60
TX Math Grade 5 Online	978-1-64306-058-3	Grade 5	218.00	1 Year	\$8.95	\$8.95	\$1,951.10
PD Face to Face Math: 6-hr Implementation Training	978-1-64862-072-0		6.00	1 Year	\$2,800.00	\$2,800.00	\$16,800.00
PD Face to Face Math: Formative Assessments in STEMscopes	978-1-64862-084-3		4.00	1 Year	\$1,600.00	\$1,600.00	\$6,400.00
PD Face to Face Math: STEMscopes Analytics	978-1-64862-077-5		4.00	1 Year	\$1,600.00	\$1,600.00	\$6,400.00
			Subtotal		\$190,136.00		
			Shipping		\$9,864.00		
			Order Total		\$200,000.00		

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Freight Charges: Standard freight charge is 8% of the price of the print or kit product purchased. There are no freight charges for online products.

Sales Tax: All orders are subject to applicable sales tax.

CUSTOMER SERVICE

Phone: 281-833-4500

Fax: 281-833-4510

Email: stemscopes@acceleratelearning.com

MAIL PO's and correspondence to:

Accelerate Learning Inc.

5177 Richmond Ave, Suite 1025

Houston, Texas 77056

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF WIDE-AREA NETWORK CAPACITY UPGRADES TO SUPPORT DIGITAL LEARNING**

BACKGROUND:

The District seeks approval for an upgrade of the District Wide-Area Network to increase capacity to meet expected demand for digital content and student and teacher adoption of digital technologies. The upgrade will expand school connections to 10Gbps at all schools and expand the backbone connections from 10Gbps to 25Gbps at each hub high school.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Wide-Area Network Capacity Upgrades to Support Digital Learning
2. Decline to Approve Purchase of Wide-Area Network Capacity Upgrades to Support Digital Learning
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

COST:

\$906,360

VENDOR:

Conterra, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-056

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

These services will facilitate access to instructional and administrative resources used by the District.

INFORMATION SOURCE:

Marlon Shears



**Request for Proposal
Wide Area Network Upgrade**

Prepared for:
FWISD

Original Response



Letter of Transmittal

June 7, 2021

FWISD
Attn: Marlon Shears
100 N University Drive Suite 300
Fort Worth, TX 76107

Thank you for the opportunity to upgrade the existing Conterra Wide Area Network. Please find the attached diagrams and pricing sheets per our discussions.

The Proposed Offering

1. Wide Area Data Connections- 10Gbps

- A-Upgrade each existing 1gbps school connections to 10Gbps
- B-Upgrade backbone connections from 10Gbps to 25Gbps

Terms and Conditions

Pricing Terms:

- a. 6 year Term starting July 1st, 2022 expiring June 30th, 2028
- b. Customer has the option of upgrading specific sites prior to contract dates listed.
- c. Current WAN contract would be amended to allow upgrade

Conterra would welcome the opportunity to provide additional information regarding our services.

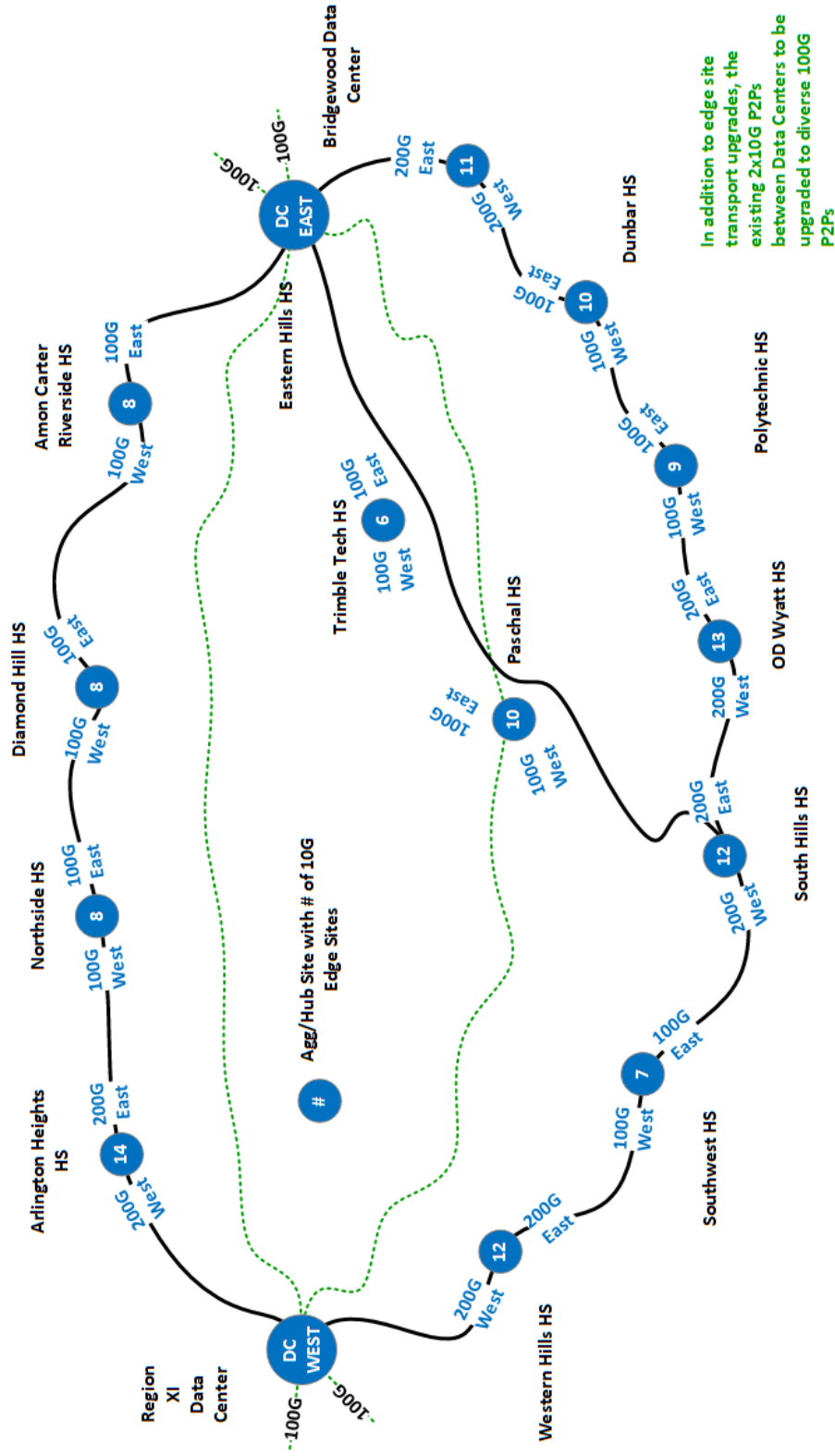
Regards,



Travis Franks
South Central Regional Director
318-447-8888 Cell
tfranks@conterra.com

Dedicated / Zero Oversub Upgrade Option

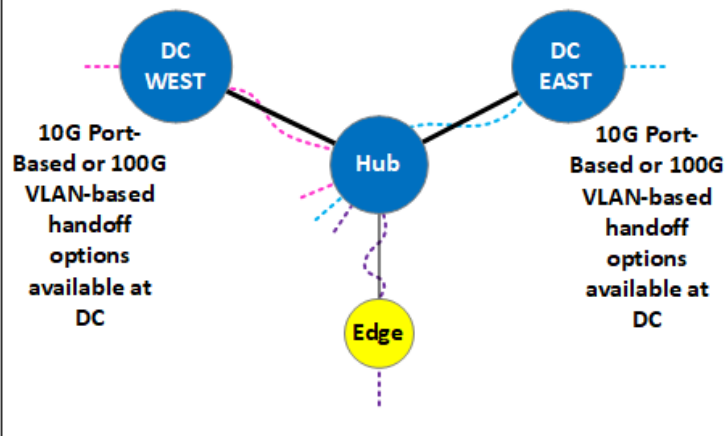
- 128x 10G edge sites
- 13x Hub/Agg Sites
- 2x Data Centers w/diverse 100G P2Ps



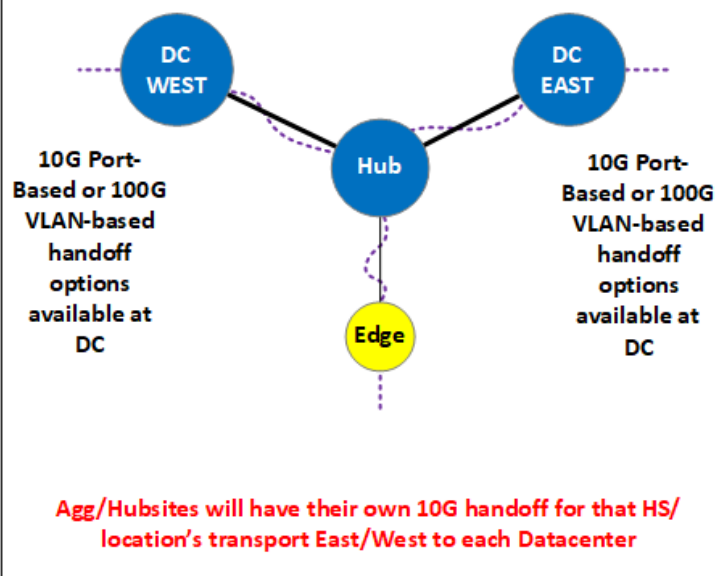
In addition to edge site transport upgrades, the existing 2x10G P2Ps between Data Centers to be upgraded to diverse 100G P2Ps

- Existing DC to DC P2Ps:
- CTS15451 - CTS15452
 - CTS15453 - CTS15454

Logical Edge Site Circuit Design: Conterra will create a logical design with increased circuit and port capacity

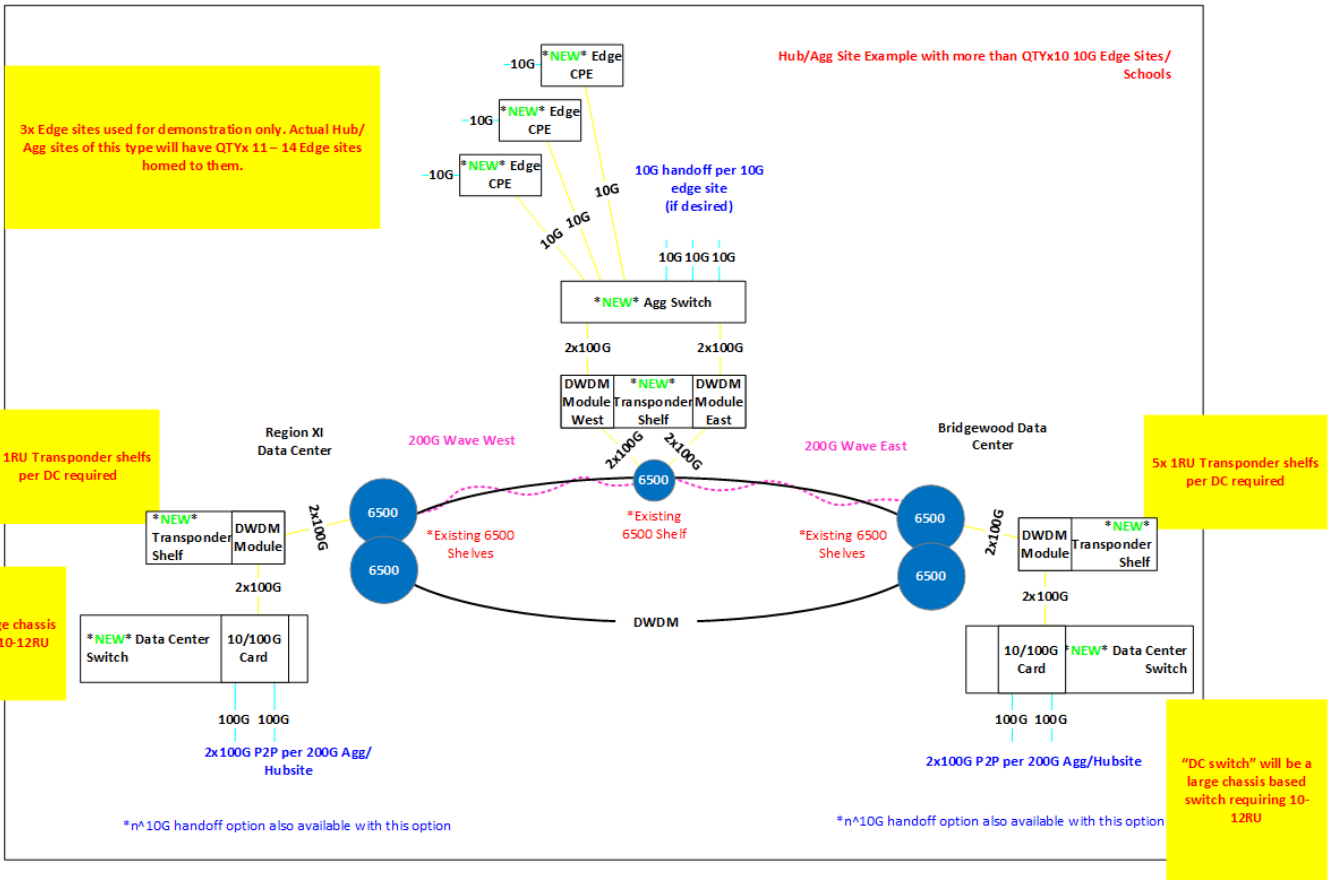


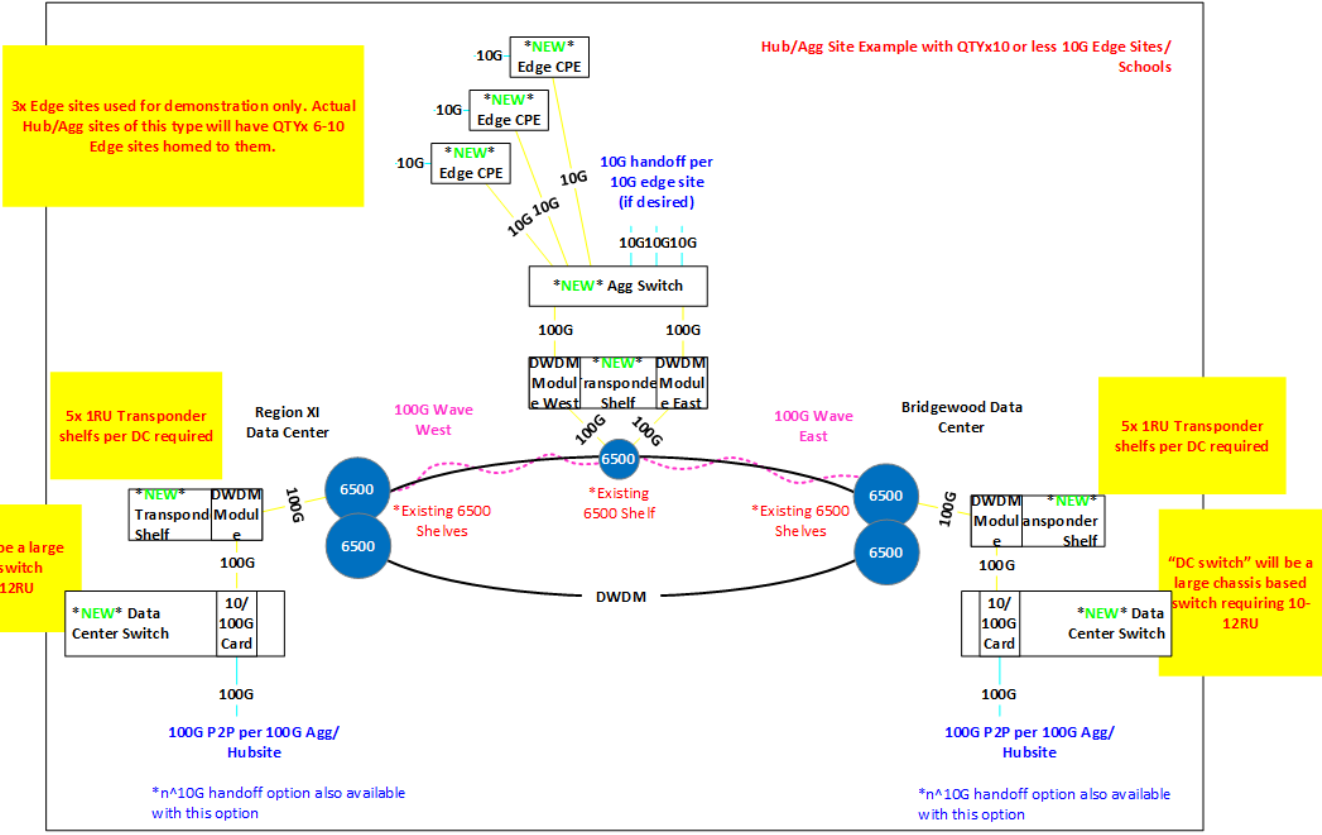
Alternate Logical Edge Site Circuit Design: Conterra can simplify the logical design and transport end-site circuits diversely to DCs without first handing off each edge site at it's respective hub/ aggregation node.



Dedicated / Zero Oversub Upgrade Option

- 128x 10G edge sites
- 13x Hub/Agg Sites
- 2x Data Centers w/diverse 100G P2Ps





Circuit ID	Site No.	Site Name	Service Address	Current MRC	10 Gbps Upg	Total MRC	Hub Name	Group
CTS15415	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	1
CTS15416	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	1
CTS15291	024	Detention Center	2701 Kimbo Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15288	056	Riverside Middle School	1600 Bolton St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15287	150	Oakhurst Elementary School	2700 Yucca Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15289	151	Natha Howell Elementary School	1324 Kings Hwy.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15286	159	Versia Williams Elementary School	901 Baurline St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15290	168	Springdale Elementary School	3207 Hollis St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15293	190	Riverside Applied Learning	3600 Fossil Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15292	225	Bonnie Brae Elementary School	3504 Kimbo Road	\$ 644.00	\$ 455.00	\$ 1,099.00	Amon Carter Riverside HS	1
CTS15425	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	2
CTS15426	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	2
CTS15322	049	Kirkpatrick Middle School	3201 Refugio	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15326	051	Meacham Middle School	3600 Weber St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15324	122	Diamond Hill Elementary School	2000 Dewey Street	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15325	138	H.V. Helbing Elementary School	3524 N. Crump	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15321	139	M.L. Kirkpatrick Elementary School	3229 Lincoln	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15328	146	M.H. Moore Elementary School	1809 NE 36th St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15323	175	Washington Heights Elementary School	3214 Clinton Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15327	223	Cesar Chavez Elementary School	3710 Deen Road	\$ 644.00	\$ 455.00	\$ 1,099.00	Diamond Hill HS	2
CTS15433	008	North Side High School	2211 McKinley Av.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	3
CTS15434	008	North Side High School	2211 McKinley Av.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	3
CTS15354	044	J.P. Elder Middle School	709 N.W. 21st St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15353	114	Manuel Jara Elementary School	2100 Lincoln Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15357	120	Rufino Medoza Elementary School	1412 Denver Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15352	161	Sam Rosen Elementary School	2613 Roosevelt Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15350	172	W.J. Turner Elementary School	3000 NW 26th St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15355	224	M.G. Ellis Elementary School	214 NE 14th St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15351	227	Dolores Huerta Elementary School	3309 W Long Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15356	961	Service Center II	601 E. Northside Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Northside HS	3
CTS15417	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	4
CTS15418	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	4
CTS15419	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	4
CTS15420	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	4
CTS15303	019	Metro Opportunity High School	2720 Cullen	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15306	026	Jo Kelly School	201 North Bailey Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15300	058	W.C. Stripling Middle School	2100 Clover Lane	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15297	063	Como Montessori	4001 Littlepage	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15298	082	Texas Academy of Biomedical Science	3813 Valentine	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15295	104	Boulevard Heights	5100 El Campo	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15294	107	Burton Hill Elementary School	519 Burton Hill	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15296	117	Como Elementary School	4000 Horne St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15301	149	North Hi Mount Elementary School	3801 W 7th St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15299	166	South Hi Mount Elementary School	4101 Birchman Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15305	727	FWISD Administration Building	100 N University Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15307	822	Service Center III	999 N University Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15302	911	Farrington Field	1501 University Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4
CTS15304	940	Safety & Security	3000 Shotts St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Arlington Heights HS	4

Circuit ID	Site No.	Site Name	Service Address	Current MRC	10 Gbps Upg	Total MRC	Hub Name	Group
CTS15439	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	5
CTS15440	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	5
CTS15380	081	Young Women's Leadership Academy	401 E. 8th St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15377	084	World Languages Institute	1066 W. Magnolia Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15383	087	I.M. Terrell Academy	1411 I.M. Terrell Circle S.	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15379	116	Lily B. Clayton Elementary School	2000 Park Place	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15378	121	DeZavala Elementary School	1419 College	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15382	135	Van Zandt-Guinn Elementary School	600 Kentucky	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15381	148	Charles Nash Elementary School	401 Samuels Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Trimble Tech HS	5
CTS15435	009	Polytechnic High School	1300 Conner	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	6
CTS15436	009	Polytechnic High School	1300 Conner	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	6
CTS15358	048	William James Middle School	1101 Nashville	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15365	054	Morningside Middle School	2751 Mississippi Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15366	110	Carroll Peak Elementary School	1201 E. Jefferson St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15361	123	S.S. Dillow Elementary School	4000 Avenue N	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15359	143	D. McRae Elementary School	3316 Avenue N	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15363	144	Mitchell Blvd Elementary School	3601 Mitchell Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15367	147	Morningside Elementary School	2601 Evans Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15362	152	Oaklawn Elementary School	3220 Hardeman St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15360	208	T.A. Sims Elementary School	3500 Crenshaw Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15364	209	Edward J. Briscoe Elementary School	2751 Yuma Avenue	\$ 644.00	\$ 455.00	\$ 1,099.00	Polytechnic HS	6
CTS15427	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	7
CTS15428	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	7
CTS15329	052	Meadowbrook Middle School	2001 Ederville	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15337	059	Jaquet J. Martin Middle School	2501 Stalcup Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15334	083	Young Mens Leadership Academy	5100 Willie	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15335	124	Maude Logan Elementary School	2300 Dillard St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15332	127	Christine C. Moss Elementary School	4108 Eastland St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15330	141	Meadowbrook Elementary School	4330 Meadowbrook Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15333	153	A.M. Pate Elementary School	3800 Anglin Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15335	160	Maudrie Walton Elementary School	5816 Rickenbacker Pl.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15331	162	Sagamore Hill Elementary School	701 S. Hughes Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15336	169	Sunrise-McMillian Elementary School	3409 Stalcup Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Dunbar HS	7
CTS15429	006	Eastern Hills High School	5701 Shelton	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	8
CTS15430	006	Eastern Hills High School	5701 Shelton	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	8
CTS15431	006	Eastern Hills High School	5701 Shelton	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	8
CTS15432	006	Eastern Hills High School	5701 Shelton	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	8
CTS16169	047	Handley Middle School	2801 Patino Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15343	070	Jean McClung Middle School	3000 Forest Ave	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15341	105	West Handley Elementary School	2749 Putnam St.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15340	125	Eastern Hills Elementary School	5917 Shelton	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15345	126	East Handley Elementary School	2617 Mims	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15348	129	John T. White Elementary School	7300 John T White Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15346	188	Atwood McDonald Elementary School	1850 Barron Ln.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15347	206	Bill J. Elliot Elementary School	2501 Cooks Ln.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15349	219	Lowery Road Elementary School	7600 Lowery Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15342	912	Scarborough Handley Field	6201 Craig Street	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8
CTS15344	962	Handley Maintenance Satellite I	2208 Handley Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Eastern Hills HS	8

Circuit ID	Site No.	Site Name	Service Address	Current MRC	10 Gbps Upg	Total MRC	Hub Name	Group
CTS15447	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	9
CTS15448	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	9
CTS15449	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	9
CTS15450	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	9
CTS15404	045	Forest Oak Middle School	3221 Pecos	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15308	047	Wilkinson Greines Athletic Center	5201 Ca Roberson Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15403	064	Glencrest 6th Grade	4801 Eastline	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15411	111	Carter Park Elementary School	1204 E. Broadus	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15414	115	George C. Clark Elementary School	3300 S. Henderson	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15406	130	Harlean Beal Elementary School	5615 Forest Hill Drive	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15405	132	Glen Park Elementary School	3601 Pecos St.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15409	133	W.M. Green Elementary School	4612 David Strickland Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15413	165	R.J. Wilson Elementary School	900 W Fogg St.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15412	184	Worth Heights Elementary School	519 E Butler St.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15408	186	David K.Sellars Elementary School	4200 Dorsey St.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15410	222	Clifford Davis Elementary School	4300 Campus Drive	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15407	915	Main Bus Barn	6300 Wichita St.	\$ 644.00	\$ 455.00	\$ 1,099.00	OD Wyatt HS	9
CTS15437	010	Paschal High School	3001 Forest Park	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	10
CTS15438	010	Paschal High School	3001 Forest Park	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	10
CTS15370	042	E.M. Daggett Middle School	1108 Carlock	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15372	050	McLean Middle School	3816 Stadium	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15373	069	McLean 6th Grade	3201 South Hills	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15375	101	Alice Carlson Learning Center	3320 W. Cantey	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15369	119	E.M. Daggett Elementary School	958 Page	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15374	171	Tanglewood Elementary School	3060 Overton Park Dr. W.	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15371	177	Westcliff Elementary School	4300 Clay Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15368	194	Daggett Montessori	801 West Jessamine	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15376	705	Professional Development Ctr	3150 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10
CTS15421	003	South Hills High School	6101 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	11
CTS15422	003	South Hills High School	6101 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	11
CTS15423	003	South Hills High School	6101 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	11
CTS15424	003	South Hills High School	6101 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	11
CTS15309	043	Wedgewood 6th Grade	4212 Belden	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15315	057	Rosemont Middle School	1501 W. Seminary	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15311	060	Wedgewood Middle School	3909 Wilkie Way	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15316	067	Rosemont 6th Grade	3908 McCart Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15314	131	Rosemont Elementary School	1401 W Seminary Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15319	134	Greenbriar Elementary School	1605 Grady Lee	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15313	137	Hubbard Heights Elementary School	1333 W Spurgeon St.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15310	163	Bruce Shulkey Elementary School	5533 Whitman Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15318	167	South Hills Elementary School	3009 Bilglade Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15320	178	Westcreek Elementary School	3401 Walton Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15317	220	Alice Contreras Elementary School	4100 Lubbock Avenue	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15312	226	Seminary Hills Elementary School	5037 townsend	\$ 644.00	\$ 455.00	\$ 1,099.00	South Hills HS	11
CTS15441	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	12
CTS15442	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	12
CTS15387	071	Benbrook High/Middle School	201 Overcrest Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15384	103	Benbrook Elementary School	800 Mercedes	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15388	118	Hazel Harvey Peace Elementary School	7555 Trail Lake Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15385	156	Ridglea Hills Elementary School	6817 Cumberland Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15389	187	J.T. Stevens Elementary School	6161 Wrigley Way	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15386	207	Westpark Elementary School	10202 Jerry Dunn Parkway	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12
CTS15390	216	Woodway Elementary School	6701 Woodway Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Southwest HS	12

Circuit ID	Site No.	Site Name	Service Address	Current MRC	10 Gbps Upg	Total MRC	Hub Name	Group
CTS15443	015	Western Hills High School	3600 Boston	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	13
CTS15444	015	Western Hills High School	3600 Boston	\$ 644.00	\$ 455.00	\$ 1,099.00	Bridgewood DC	13
CTS15445	015	Western Hills High School	3600 Boston	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	13
CTS15446	015	Western Hills High School	3600 Boston	\$ 644.00	\$ 455.00	\$ 1,099.00	Region XI DC	13
CTS15402	018	Middle Level Learning Center	4921 Hwy 377	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15399	053	William Monnig Middle School	3136 Bigham	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15395	061	Leonard Middle School	8900 Chapin Rd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15401	062	INA/ALA Academy @ Camp Bowie	7060 Camp Bowie Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15397	066	Willoughby House	8100 Elizabeth Lane	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15398	154	M.L. Phillips Elementary School	3020 Bigham Blvd.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15400	157	Luella Merrett Elementary School	7325 Kermit Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15396	176	Waverly Park Elementary School	3604 Cimmaron Trail	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15393	180	Western Hills Elementary School	2805 Laredo Dr.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15392	221	Western Hills Primary	8300 Mojave Trail	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15391	Unassigned	Agriculture Barn	1855 Las Vegas Trail	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15394	929	Westside Bus Barn	3625 Longvue Ave.	\$ 644.00	\$ 455.00	\$ 1,099.00	Western Hills HS	13
CTS15451	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	\$ -	\$ 2,550.00	Region XI DC	14
CTS15452	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	\$ -	\$ 2,550.00	Region XI DC	14
CTS15453	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	\$ -	\$ 2,550.00	Bridgewood DC	15
CTS15454	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	\$ -	\$ 2,550.00	Bridgewood DC	15
CTS18603	229	Overton Park Elementary School	4865 Briarhaven Road	\$ 644.00	\$ 455.00	\$ 1,099.00	Paschal HS	10

Current Network Billing

Circuit Count	MRC / Circuit	Total Monthly Billing	Months of Service - July 1, 2020 through June 30, 2021	Total Annual Charges
166	\$ 644.00	\$106,904.00	12	\$1,282,848.00
4	\$ 2,550.00	\$10,200.00	12	\$122,400.00
170	Total Circuits	\$117,104.00	12	\$1,405,248.00

Location Count	Type
130	Edge
13	Hub
2	Data Center
145	Site Locations

10 Gbps Upgrade Incremental Billing

Circuit Count	MRC / Circuit	Total Monthly Billing	Months of Service - July 1, 2020 through June 30, 2021	Total Annual Charges
166	\$ 455.00	\$75,530.00	12	\$906,360.00
4	\$ -	\$0.00	12	\$0.00
170	Total Circuits	\$75,530.00	12	\$906,360.00

Total Combined

Circuit Count	MRC / Circuit	Total Monthly Billing	Months of Service - July 1, 2020 through June 30, 2021	Total Annual Charges
166	\$ 1,099.00	\$182,434.00	12	\$2,189,208.00
4	\$ 2,550.00	\$10,200.00	12	\$122,400.00
170	Total Circuits	\$192,634.00	12	\$2,311,608.00

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE PURCHASE OF WEB-BASED ONLINE CURRICULUM PROGRAM FOR RETRIEVAL, RECOVERY, ACCELERATION, AND SPECIAL PROGRAMS FOR MIDDLE SCHOOLS AND HIGH SCHOOLS

BACKGROUND:

Web-based online curriculum offers a robust suite of research-based standards-aligned resources that are fully-aligned with the Texas Essential Knowledge and Skills (TEKS) and built in accordance with iNACOL Standards. The digital content is aligned with the Texas College and Career Readiness Standards and Texas English Language Proficiency Standards as applicable. The customizable digital solutions and the ability to provide access to all 6th -12th grade students will continue to meet the District’s challenge of improving student achievement for all learners, including students with special education and English Language Learners needs, students with learning gaps in reading and mathematics, and those struggling to make adequate yearly progress. Also, this partner will aid us in our effort to prepare our students for national assessments such as TSI, SAT, ACT, and PSAT. The proper use of technology will support student achievement for all learners in a multitude of online and blended learning environments, including programming focused on retrieval, credit and grade recovery, and acceleration.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
2. Decline to Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-001-XXX-24-416-000000

COST:

\$445,050

VENDOR:

Edgenuity Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-047

Number of Bid/Proposals received: 7

HUB Firms: 0

Compliant Bids: 7

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

High Schools:

Arlington Heights High School	Benbrook Middle/High School	Carter-Riverside High School
Diamond Hill-Jarvis High School	Dunbar High School	Eastern Hills High School
Marine Creek Collegiate High School	North Side High School	Paschal High School
Polytechnic High School	I.M. Terrell Academy for STEM & VPA	South Hills High School

Southwest High School	TCC South Campus - Fort Worth ISD Early Collegiate High School	World Languages Institute
O.D. Wyatt High School	Texas Academy for Biomedical Sciences	Western Hills High School
Trimble Tech High School	Young Men's Leadership Academy	Young Women's Leadership Academy

Middle Schools:

Applied Learning Academy	Jean McClung Middle School	McLean 6th Grade
Como Montessori	McLean Middle School	Daggett Montessori
Daggett Middle School	Meacham Middle School	J.P. Elder Middle School
Forest Oak 6th Grade	The Leadership Academy at Forest Oak Middle School	Handley Middle School
J. Martin Jacquet Middle School	William James Middle School	Kirkpatrick Middle School
Leonard Middle School	Meadowbrook Middle School	Monnig Middle School
Morningside Middle School	Riverside Middle School	Rosemont 6th Grade
Rosemont Middle School	Stripling Middle School	Wedgwood 6th Grade
Wedgwood Middle School		

Alternatives:

Assessment Center	Boulevard Heights	Bridge Shelter
Children's Medical	International Newcomer Academy	JJAEP (Pathways II)
Jo Kelly School	Juvenile Detention Center	Metro Opportunity High School
Middle Level Learning Center	PK Satellite Centers	Safe Haven
Success High School	Tarrant Youth Recovery	Transition Center

RATIONALE:

The Web-based Curriculum Program has been successfully used in our high schools, targeting middle schools and specialty campuses, for enabling many students to retrieve credits and/or accelerate academically. The fidelity, continuity, and security of the Web-Based Curriculum Program has resulted in many students being able to get back on track and graduate with their cohorts, obtain high school credit, and continue on their path to be college and career ready.

INFORMATION SOURCE:

David Saenz



Price Quote for Services

Fort Worth ISD

FORT WORTH TX

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

Date 4/29/2021
Quote # 198783
Account # 92144

Payment Schedule	Pricing Expires	Contract Start Date	Contract End Date
4th Year Extension Year 4 PO and payment of \$445,050.00 due June 2021	7/28/2021	6/1/2021	5/31/2022

Header	Quantity	Description	Amount
	1	Extension of RFP 18-047-Virtual Learning (4th year) High School & Middle School District License -Grade 6-12 digital content/courses -MyPath reading and mathematics intervention -500 single user subscription-based CTE electives -20 onsite professional development days	445,050.00

Total \$445,050.00

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

This quote is subject to the attached Terms and Conditions between Edgenuity Inc. and Fort Worth Independent School District ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Customer : Forth Worth Independent School District

Edgenuity Inc. Representative
Zach Henningsen | Account Executive
zach.henningsen@edgenuity.com
☎ 512.627.1465 | Edgenuity®

Signature _____

Print Name _____

Title _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be ...

Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



**TERMS AND CONDITIONS
BETWEEN EDGENUITY INC. AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet-based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** attached ("Attachment A")
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video, and other content, curriculum, documentation, and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must: (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state, and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order. Edgenuity acknowledges that Customer is subject to the Texas Public Information Act and its limited exception. Upon receipt of a valid request, Customer will provide third party notice to Edgenuity. Edgenuity will be responsible for briefing the Texas Attorney General.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (vi) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon mutual written agreement.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law and without waiver of any immunity or defense, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this

Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

DS

Customer: Fort Worth Independent School District	Edgenuity Inc.
Signature:	Signature: <i>David Alderslade</i>
Printed Name:	Printed Name: David Alderslade
Title:	Title: Executive Vice President, CFO
Date:	Date: 6/8/2021
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) (“Edgenuity Instructors”) who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the “Virtual Programs”). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, (“PD Services”) which may include training and instruction to Customer’s instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer’s Facilities.** If Edgenuity will be providing any PD Services at Customer’s premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity’s express written authorization.

THIRD PARTY TERMS

1. **Third Party Services** refer to web-based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:
 - a. **ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
 - b. **Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
 - c. **Other Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gnu.org/licenses/gpl.html>; (ii) SSHNET (© 2010 RENC1, all rights reserved), is a third party secure connectivity software tool, licensed pursuant to the terms found at <https://sshnet.codeplex.com/license>; (iii) Agilix Labs, Inc.'s xLi platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other licensed third party components under the MIT License and/or the Apache License found at <https://iguerv.org/license/> and <https://github.com/mathjax/MathJax/blob/master/LICENSE>.
2. **Hardware** refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove all Edgenuity content and software from the Hardware.
3. **DISCLAIMERS. ALL THIRD PARTY SERVICES AND HARDWARE ARE PROVIDED BY EDGENUITY "AS IS."** EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Edgenuity transfers to Customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF A LITERACY SOFTWARE PROGRAM AND TRAINING**

BACKGROUND:

Fort Worth ISD (FWISD) student performance in literacy falls below both state and national averages and has become stagnant over the last four years. Middle of the year NWEA MAP data indicated the need for a literacy intervention program at the elementary level with emphasis on foundational literacy skills. Lexia Core 5 and Lexia Power Up were purchased to support select elementary and middle school campuses in October 2020, and January 2021. Students received instructional support in phonics, comprehension, vocabulary, grammar, and word study. Since implementation in February, 27% of all elementary students using Core 5 have advanced one or more grade levels using this program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Literacy Software Program and Training
2. Decline to Approve Purchase of a Literacy Software Program and Training
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Literacy Software Program and Training

FUNDING SOURCE

Additional Details

Special Revenue

282-11-6399-015-XXX-24-950-000000-22F32

COST:

\$704, 475.01 - Year 1

VENDOR:

Lexia Learning Systems, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid/Proposal Statistics

Bid Number: 21-040

Number of Bid/Proposals received: 11

HUB Firms: 0

Compliant Bids: 8

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

- 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:

Alice Carlson Elementary	Benbrook Elementary
Boulevard Heights Elementary	Burton Hill Elementary
Carter Park Elementary	Manuel Jara Elementary
George C. Clarke Elementary	Lily B. Clayton Elementary
Daggett Elementary	DeZavala Elementary
Diamond-Hill Elementary	Rosemont Elementary
W. M. Green Elementary	Greenbriar Elementary
H. V. Helbing Elementary	Kirkpatrick Elementary
Meadowbrook Elementary	M. H. Moore Elementary
North Hi Mount Elementary	Oakhurst Elementary
Nathan Howell Elementary	Oaklawn Elementary
M. L. Phillips Elementary	Ridglea Hills Elementary
Luella Merrett Elementary	Sam Rosen Elementary
Bruce Shulkey Elementary	Richard Wilson Elementary
South Hi Mount Elementary	Springdale Elementary
Tanglewood Elementary	W. J. Turner Elementary
Washington Heights Elementary	Waverly Park Elementary
Westcliff Elementary	Worth Heights Elementary
David K. Sellars Elementary	Cesar Chavez Elementary
M. G. Ellis Elementary	Bonnie Brae Elementary
Dolores Huerta Elementary	Overton Park Elementary

RATIONALE:

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

INFORMATION SOURCE:

Jerry Moore

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-429013-14
Created Date: 4/26/2021 3:25 PM

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

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

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

1 Year

OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Discount	Total Price
7/1/2021	6/30/2022	43	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning	\$13,650.00	5.21%	\$586,950.01
7/1/2021	6/30/2022	1	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning	\$13,650.00	5.21%	\$13,650.00
7/1/2021	6/30/2022	1	Lexia District Success Partnership	\$9,900.00	0%	\$9,900.00
12/1/2021	6/30/2022	1	Lexia District Success Partnership Renewal	\$5,775.00	0%	\$5,775.00
7/1/2021	6/30/2022	24	Lexia Core5/PowerUp Reading Live Online - Principals	\$600.00	0%	\$14,400.00
7/1/2021	6/30/2022	15	Lexia Core5/PowerUp Reading Live Online - Additional	\$600.00	0%	\$9,000.00
7/1/2021	6/30/2022	108	Lexia Core5/PowerUp Reading Live Online - Teacher	\$600.00	0%	\$64,800.00
1 Year Total Price:						\$704,475.01

2 Years

OPTION 2

Start Date	End Date	Quantity	Line Item Description	Sales Price	Discount	Total Price
7/1/2021	6/30/2023	43	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning	\$25,593.75	5.21%	\$1,100,531.28
7/1/2021	6/30/2023	1	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes up to 2 Days of on-site Professional Learning	\$25,593.76	5.21%	\$25,593.76
7/1/2021	6/30/2023	1	Lexia District Success Partnership	\$19,800.00	0%	\$19,800.00
12/1/2021	6/30/2023	1	Lexia District Success Partnership Renewal	\$15,675.00	0%	\$15,675.00
7/1/2021	6/30/2023	48	Lexia Core5/PowerUp Reading Live Online - Principals	\$600.00	0%	\$28,800.00
7/1/2021	6/30/2023	30	Lexia Core5/PowerUp Reading Live Online - Additional	\$600.00	0%	\$18,000.00
7/1/2021	6/30/2023	216	Lexia Core5/PowerUp Reading Live Online - Teacher	\$600.00	0%	\$129,600.00
2 Years Total Price:						\$1,338,000.04

Fax or email Purchase Orders with quote number Q-429013-14 AND Option Number to the following:

Attn: Tracie Sullivan

Email: tracie.sullivan@lexialearning.com

Fax: (978) 287-0062

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

TERMS AND CONDITIONS

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

TERM

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

ORDER PROCESS

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

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

ACCEPTANCE

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

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF A STRUCTURED PRIMARY LITERACY PROGRAM AND TRAINING**

BACKGROUND:

As part of our District focus on early literacy and through an audit of current literacy resources and practices, we recognize the need of intensive literacy support in structured literacy instruction. Teachers and principals have asked the District for a phonics system that provided the instructional components and training to support high levels of literacy.

Fort Worth ISD has adopted a comprehensive approach to building awareness and capacity for literacy instruction for early childhood through grade 2 to ensure 100% of students are reading on or above grade level by 3rd grade.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Structured Primary Literacy Program and Training
2. Decline to Approve Purchase of a Neuhaus Structured Primary Literacy Program and Training
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Structured Primary Literacy Program and Training

FUNDING SOURCE

Additional Details

Special Revenue

282-11-6399-015-XXX-24-950-000000-22F32

COST:

\$988,800

VENDOR:

Neuhaus Education Center

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-A

Number of Bid/Proposals received: 211

HUB Firms: 21

Compliant Bids: 199

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

Como Montessori	Alice Carlson Applied Learning Center	Benbrook Elementary
Burton Hill Elementary	Carroll Peak Elementary	Manuel Jara Elementary
George C. Clarke Elementary	Lily B. Clayton Elementary	Hazel Harvey Peace Elementary
Daggett Elementary	Rufino Mendoza Elementary	Diamond Hill Elementary
SS Dillow Elementary	C.C. Moss Elementary	Rosemont Elementary
Greenbriar Elementary	Van Zandt-Guinn Elementary	Hubbard Heights Elementary
Helbing Elementary	Kirkpatrick Elementary	D. McRae Elementary
M. H. Moore Elementary	Morningside Elementary	North Hi Mount Elementary
A M Pate Elementary	M L Phillips Elementary	Ridglea Hills Elementary
Luella Merrett Elementary	Maudrie Walton Elementary	Sam Rosen Elementary

Bruce Shulkey Elementary	Richard Wilson Elementary	South Hi Mount Elementary
South Hills Elementary	Sunrise McMillan Elementary	Tanglewood Elementary
W.J. Turner Elementary	Washington Heights Elementary	Waverly Park Elementary
Westcliff Elementary	Westcreek Elementary	Western Hills Elementary
Worth Heights Elementary	J.T. Stevens Elementary	Riverside Applied Learning
Westpark Elementary	T.A. Sims Elementary	Edward J. Briscoe Elementary
Woodway Elementary	Alice D. Contreras Elementary	Western Hills Primary
Cesar Chavez Elementary	Seminary Hills Elementary	Dolores Huerta Elementary
Overton Park Elementary		

RATIONALE:

The software is a complement to the existing literacy adoption materials and programs in use in the District. The programs reinforce skill gaps struggling readers possess including: phonological awareness, structural analysis, phonics, and fluency. This program provides students with the critical skills to become accurate and fluent readers, along with decoding and comprehension skills needed for students in Kindergarten through 2nd grade in order to build a strong literacy foundation.

INFORMATION SOURCE:

Jerry Moore



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 6/1/2021
 Expiration Date 6/30/2021
 Quote Number QUO-0005491

Contact Name Marcey Sorensen
 Phone (817) 814-2442
 Email marcey.sorensen@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name Materials - Student Materials - RR Kit 1 Kit 2
 Laminated (1642)- K-2 Literacy - Fort Worth ISD
 Quote To 100 N. University
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Materials: Reading Readiness Kit 1 Laminated	1,642.00	\$50.00	\$82,100.00
Materials: Reading Readiness Kit 2 Laminated	1,642.00	\$55.00	\$90,310.00
Grand Total			\$172,410.00

Professional Learning Descriptions

Quantities of student materials by grade level for one classroom:

Kindergarten - 5 each of Kit 1 and Kit 2; delivering in whole group; serves up to 20 students

First Grade - 5 each of Kit 1 and Kit 2; delivering in whole group; serves up to 20 students

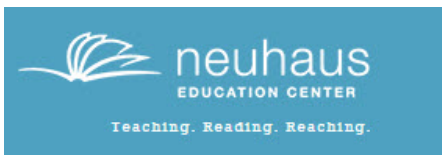
Second Grade - 2 each of Kit 1 and Kit 2; delivering in small group; serves up to 8 students at a time

Materials: Reading Readiness Kit 1 – Laminated

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus plastic alphabet letters.

Materials: Reading Readiness Kit 2 – Laminated

This kit for working with a group of four students contains materials reproduced from the masters in the Reading Readiness manual plus sound cards and mirrors.



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 6/1/2021
 Expiration Date 7/30/2021
 Quote Number QUO-0005489

Contact Name Marcey Sorensen
 Phone (817) 814-2442
 Email marcey.sorensen@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name OnDemand - Refresher Pathway - K-2 Literacy -
 Fort Worth ISD
 Quote To 100 N. University
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (On-Demand)	187.00	\$165.00	\$30,855.00
Materials: Reading Readiness Class	187.00	\$140.00	\$26,180.00
Accurate and Automatic Reading: A Necessity for Skilled Reading (On-Demand))	187.00	\$165.00	\$30,855.00
Materials: Accurate and Automatic Reading: A Necessity for Skilled Reading (Online)	187.00	\$130.00	\$24,310.00
Materials: Regular Word Deck	187.00	\$45.00	\$8,415.00
Materials: Irregular Word Deck	187.00	\$15.00	\$2,805.00
Materials: Word Part Deck	187.00	\$25.00	\$4,675.00
Oral Language & Listening Comprehension (On-Demand)	187.00	\$80.00	\$14,960.00
Materials: Oral Language & Listening Comprehension Class	187.00	\$40.00	\$7,480.00
Materials: Scientific Spelling Class	187.00	\$60.00	\$11,220.00
Scientific Spelling (On-Demand)	187.00	\$80.00	\$14,960.00
Grand Total			\$176,715.00

Professional Learning Descriptions

Refresher Pathway for returning teachers from Cohorts 1 and 2
 Asynchronous online classes for teachers who may need a refresher course. Teacher materials are included on this quote. Grade reports for each group may be issued after the close of the session.

Reading Readiness OnDemand Online (5.5 hours)

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the critical skills necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words

with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing.

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards

Accurate and Automatic Reading Online (6 hours)

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Tier I and II Structured Literacy Decoding instruction
- Learn the terminology, background information, how to teach the structure of the English language
- Review an evidence-based decoding lesson
- Learn strategies to help students accurately read words and attach meaning to the words

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson (manual contains 169 lessons that teach the patterns of the English language to students) Multisensory Teaching of Basic Language Skills Activity Book (Reference workbook for teachers to practice literacy skills), Accurate and Automatic Reading Schedule

Oral Language & Listening Comprehension Online (3.5 hours)

Oral language is the foundation of comprehension. In the early grades, comprehension is best developed through listening.

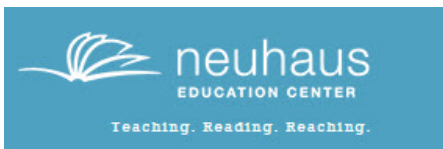
In Oral Language & Listening Comprehension - Online, participants learn 1) the importance of oral language and listening comprehension to skilled reading comprehension, 2) activities that develop oral language and comprehension, and 3) the elements of narrative and expository text that support comprehension.

Materials: The Colors and Shapes of Language with CD

Scientific Spelling Online (3.5 hours)

In Scientific Spelling – Online, participants learn how to analyze spelling errors and adjust instruction to target students' specific needs. Instruction for participants will include 1) phonemic awareness, 2) reliable spelling patterns and rules, and/or 3) strategies for learning words with unexpected spelling.

Materials: Scientific Spelling with reproducible student pages



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 6/1/2021
 Expiration Date 7/30/2021
 Quote Number QUO-0005483

Contact Name Marcey Sorensen
 Phone (817) 814-2442
 Email marcey.sorensen@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name Remote - VIRTUAL - Course Pathway - K-2
 Literacy - Fort Worth ISD
 Quote To 100 N. University
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (2 Days up to 40 Participants)	9.00	\$12,400.00	\$111,600.00
Materials: Reading Readiness Class	360.00	\$140.00	\$50,400.00
Accurate and Automatic Reading - First Instruction (2 Days, Up to 40 participants)	9.00	\$12,400.00	\$111,600.00
Materials: Accurate & Automatic Reading Classes (In House & Remote)	360.00	\$165.00	\$59,400.00
Oral Language & Listening Comprehension (1 Day, Up to 40 Participants)	6.00	\$6,200.00	\$37,200.00
Materials: Oral Language & Listening Comprehension Class	246.00	\$40.00	\$9,840.00
Scientific Spelling (1Day; Up to 40 Participants)	6.00	\$6,200.00	\$37,200.00
Materials: Scientific Spelling Class	246.00	\$60.00	\$14,760.00
Additional Participant(s)	12.00	\$150.00	\$1,800.00
Grand Total			\$433,800.00

Professional Learning Descriptions

This proposed professional learning plan will equip classroom teachers in Kinder, first and second grades with virtual classes and materials to deliver Science of Reading Instruction. Reading Readiness student materials are reflected on a separate quote. Coaching will be provided by District OISS campus coaches and K-2 Literacy coaches.

Kindergarten Teachers

- Reading Readiness (Fall)
- Accurate and Automatic Reading (Winter/Spring)
- Oral Language and Listening Comprehension (following first year of teaching Neuhaus routines)

First and Second Grade Teachers

- Reading Readiness (Fall)
- Accurate and Automatic Reading (Fall/Winter)
- Oral Language and Listening Comprehension (following first year of teaching Neuhaus routines)
- Scientific Spelling (following first year of teaching Neuhaus routines)

Quantities are based on district provided numbers. Classes are structured for 40 participants each.

Virtual classes are held 9:00 AM-2:00 PM (half-hour lunch) + a video and/or homework to be completed before each session.

Taking Virtual Classes: <https://www.neuhaus.org/educators/virtual-classes#takevirtual>

Tips for Virtual Learning Success: <https://www.neuhaus.org/educators/virtual-classes#virtualsuccess>

Technical Requirements: <https://www.neuhaus.org/educators/virtual-classes#virtualtechreq>

Reading Readiness Remote/Virtual (2 days)

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing.

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards, Reading Readiness Virtual Handout

Accurate and Automatic Reading Remote/Virtual (2 days)

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Deliver effective, evidence-based decoding lessons
- Learn strategies to help students accurately read words and how to attach meaning to the words
- Practice and plan evidence-based 30-minute decoding lessons

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson, Regular word deck, Irregular word deck, Word-part deck, Sample lessons plans for three weeks of instruction, Accurate and Automatic Reading First Instruction for Kindergarten - 2nd Grade Virtual Handout

Oral Language & Listening Comprehension Remote/Virtual (1 day)

Oral language is the foundation of comprehension. In the early grades, comprehension is best developed through listening.

In Oral Language & Listening Comprehension, participants learn 1) the importance of oral language and listening comprehension to skilled reading comprehension, 2) activities that develop oral language and comprehension, 3) assessment of students' oral language through naming and story retelling, and 4) the elements of narrative and expository text that support comprehension.

Materials: The Colors and Shapes of Language with CD, Oral Language & Listening Comprehension Virtual Handout

Scientific Spelling Remote/Virtual (1 day)

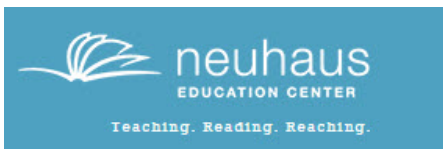
Students' spelling errors demonstrate what they know and need to know about sounds and letter patterns to develop accurate spelling. By addressing specific needs, students improve their accuracy and learn how to spell for a lifetime.

In Scientific Spelling, participants learn how to analyze spelling errors and plan instruction to target students' specific needs. Instruction for participants will include 1) phonemic awareness, 2) reliable spelling patterns and rules, and/or 3) strategies for learning words with unexpected spelling. Participants also engage in collaborative activities that extend their learning and can be presented to their students.

Materials: Scientific Spelling with reproducible student pages, Scientific Spelling Virtual Handout

Additional Participant(s)

With prior APPROVAL, daily rate for adding one additional participant for each day of class.



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 4/20/2021
 Expiration Date 6/30/2021
 Quote Number QUO-0005286

Contact Name Marcey Sorensen
 Phone (817) 814-2442
 Email marcey.sorensen@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name Remote - VIRTUAL - OISS and K-2 Literacy
 Coaches - K-2 Literacy - Fort Worth ISD
 Quote To 100 N. University
 Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (2 Days up to 40 Participants)	3.00	\$12,400.00	\$37,200.00
Materials: Reading Readiness Class	95.00	\$140.00	\$13,300.00
Accurate and Automatic Reading - First Instruction (2 Days, Up to 40 participants)	3.00	\$12,400.00	\$37,200.00
Materials: Accurate & Automatic Reading Classes (In House & Remote)	95.00	\$165.00	\$15,675.00
Oral Language & Listening Comprehension (1 Day, Up to 40 Participants)	3.00	\$6,200.00	\$18,600.00
Materials: Oral Language & Listening Comprehension Class	95.00	\$40.00	\$3,800.00
Scientific Spelling (1Day; Up to 40 Participants)	3.00	\$6,200.00	\$18,600.00
Materials: Scientific Spelling Class	95.00	\$60.00	\$5,700.00
District Leadership Professional Learning (1 Day, Up to 40 Participants)	9.00	\$6,200.00	\$55,800.00
Grand Total			\$205,875.00

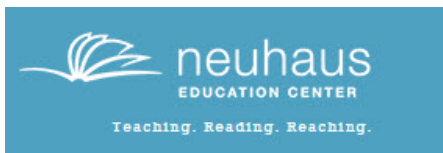
Professional Learning Descriptions

This proposed professional learning plan will provide the District OIIS campus coaches, K-2 Literacy coaches, and district administrators with classes, materials, and professional learning. The goal is capacity development and sustainability through increased knowledge of Science of Reading instruction and foundational literacy skills, and support and fidelity of implementation of district mandated Neuhaus practices.

Courses

- Reading Readiness (2 days)
- Accurate and Automatic Reading (2 days)
- Oral Language and Listening Comprehension (1 day)
- Scientific Spelling (1 day)
- District Leaders Professional Learning (3 days)

Virtual classes are held 9:00 AM-2:00 PM (half-hour lunch) + a video and/or homework to be completed before each session



Taking Virtual Classes: <https://www.neuhaus.org/educators/virtual-classes#takevirtual>
Tips for Virtual Learning Success: <https://www.neuhaus.org/educators/virtual-classes#virtualsuccess>
Technical Requirements: <https://www.neuhaus.org/educators/virtual-classes#virtualtechreq>

Reading Readiness Remote/Virtual (2 day)

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing.

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards, Reading Readiness Virtual Handout

Accurate and Automatic Reading Remote/Virtual (2 day)

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Deliver effective, evidence-based decoding lessons
- Learn strategies to help students accurately read words and how to attach meaning to the words
- Practice and plan evidence-based 30-minute decoding lessons

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson, Regular word deck, Irregular word deck, Word-part deck, Sample lessons plans for three weeks of instruction, Accurate and Automatic Reading First Instruction for Kindergarten - 2nd Grade Virtual Handout

Oral Language & Listening Comprehension Remote/Virtual (1 day)

Tentative Date: Wednesday, December 1st, 2021; Please refer to Neuhaus website to confirm date.

Oral language is the foundation of comprehension. In the early grades, comprehension is best developed through listening.

In Oral Language & Listening Comprehension, participants learn 1) the importance of oral language and listening comprehension to skilled reading comprehension, 2) activities that develop oral language and comprehension, 3) assessment of students' oral language through naming and story retelling, and 4) the elements of narrative and expository text that support comprehension.

Materials: The Colors and Shapes of Language with CD, Oral Language & Listening Comprehension Virtual Handout

Scientific Spelling Remote/Virtual (1 day)

Tentative Date: Wednesday, November 3, 2021; Please refer to Neuhaus website to confirm date.

Students' spelling errors demonstrate what they know and need to know about sounds and letter patterns to develop accurate spelling. By addressing specific needs, students improve their accuracy and learn how to spell for a lifetime. In Scientific Spelling, participants learn how to analyze spelling errors and plan instruction to target students' specific needs. Instruction for participants will include 1) phonemic awareness, 2) reliable spelling patterns and rules, and/or 3) strategies for learning words with unexpected spelling. Participants also engage in collaborative activities that extend their learning and can be presented to their students.

Materials: Scientific Spelling with reproducible student pages, Scientific Spelling Virtual Handout

District Leadership Professional Learning Remote/Virtual (1 day)

Total of three days: recommending 2 days during first semester and 1 day during second semester

Participants in District Leadership Professional Learning course will develop an understanding of the key elements of reading instruction based on the Science of Reading, with a focus on foundational literacy skills, and how to enhance teachers' use of effective teaching strategies within a Neuhaus Structured Literacy instructional routine.

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

TOPIC: APPROVE PURCHASE OF COPIER PAPER

BACKGROUND:

The purchase of 30,000 cases of paper will provide an annual supply of white copy paper for District-Wide use for the 2021-2022 school year. The purchase of copy paper in bulk allows the District to take advantage of lower pricing.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Copier Paper
2. Decline to Approve Purchase of Copier Paper
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Copier Paper

FUNDING SOURCE

Additional Details

General Fund

199-00-1310-000-000-00-000-000000

COST:

Not-to-Exceed - \$738,000

VENDOR:

Dahill/Xerox

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 Purchasing Association of Cooperative Entities (PACE), Contract P00161. 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 & Departments

RATIONALE:

Buying paper in bulk allows cost effectiveness in meeting the needs of the District's schools and departments.

INFORMATION SOURCE:

Michael Ball

Fort Worth Independent School District Paper

Date: 3/23/2021

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

Prepared by Xerox Business Solutions Southwest
William E. Stall, VP Public Sector
Nannie Reinert, Director of Sales
820 W. Sandy Lake Rd. Ste. 100
Coppell, TX 75019



Paper

**Prepared Exclusively for Fort Worth ISD
Pricing Based off of PACE Cooperative Contract P00161
9/11/20**



Paper

Paper Expense Per Case \$28.28 Per Case

Proposed Cost

**Xerox Business Solutions Southwest will supply paper to Fort Worth ISD
at a fixed cost of \$24.60 per case**

Paper Specifications : 8 1/2 x 11 10M 20# Bright White

Price good for 1 year.

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

**TOPIC: APPROVE PURCHASE OF PUBLIC ADDRESS SYSTEM, CABLING
AND INSTALLATION SERVICES**

BACKGROUND:

The Public Address (PA) system at the campus level is essential and vital for instant, scheduled and emergency communication. PA systems have become a critical safety and operational resource at each campus. The PA system at Kirkpatrick Middle School is experiencing mechanical failures attributed to age and there is a need to replace the system.

An IP-based PA system will serve the campus level while also providing a district-wide solution for emergency communications with the ability to utilize remote devices. An IP-based PA solution will be purchased to include cabling, and five years of support for Kirkpatrick Middle School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Public Address System, Cabling and Installation Services
2. Decline to Approve Purchase of Public Address System, Cabling and Installation Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Public Address System, Cabling and Installation Services

FUNDING SOURCE

Additional Details

TRE

198-11-6299-810-049-11-423-000000

COST:

\$171,837.97

VENDOR:

Southwest Networks

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas Contract JB-205138. 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

Kirkpatrick Middle School

RATIONALE:

This purchase provides a critical safety and operational communication resource at Kirkpatrick Middle School.

INFORMATION SOURCE:

Marlon Shears

Fort Worth Independent School District
Kirkpatrick Middle School – Valcom Paging Project
3201 Refugio Ave.
Fort Worth, TX 76106



5-19-2021

BID #21177

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Kirkpatrick Middle School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install seventy-three (73) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install seventy-one (71) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install seven (7) 48-port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install four (4) 12-port, power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure two (2), administration phones.
11. Provide and install one (1), CPI, 7', Standard Rack with cable management for the Valcom equipment.
12. Provide two (2) days, on-site training to the end users at Kirkpatrick Middle School.
13. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
14. Label all newly installed cables per the FWISD cabling standard.
15. Test results and project deliverables to be provided upon completion of the installation.
16. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
17. Project duration is expected to be three to four weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 (100 End Points) Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (complete Bill of Materials in Appendix A).
3. SWN and will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Kirkpatrick Middle School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of sixty-four (64), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, offices, Cafeteria and gym, as well as nine (9) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty-one (51) classroom/office locations SWN shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. SWN will provide and furnish one (1), CPI, 7' rack with cable management per FWISD specifications.
2. SWN will furnish and install seven (7), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated

with FWISD personnel prior to installation.

3. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
4. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10) CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of seventy-three (73), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of seventy-three (73), CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$171,837.97

Quote is valid for Ninety (90) Days

Appendix A
Valcom Bill of Materials

Line	Qty	Product	Description
1	1	VE6025	Enhanced Application Server Pro (100 end points)
2	1	VE8014BR	Quad Network Station (FXS) Port (Rack Mnt)
3	3	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)
4	3	V-C6124P	Power Supply, 6 amp, Positive 24 VDC
5	2	VEADP3	Valcom Admin Phone
6	1	VE8091	IP Interactive Console
7	41	VL520BK-F	IP Speaker with Text, Flasher; Black Finish (Classroom)
8	2	VL550BK-F	IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
9	12	VE9022A-2	2x2 Lay-In Ceiling Speaker, (Priced Individually, Ordered-Qty's of 2)
10	7	VE422A	IP One-Way/Talkback Lay-in Ceiling Speaker
11	14	V9880	Gym / Auditorium Interior Vandal Resistant Flex Horn
12	4	VIP-103AL-M	Exterior IP Marin Horn
13	9	VL522	Dual-Sided IP Speaker Display with Text, Hallway
14	45	V-2972	Classroom - Call Switches
15	10	VE2973	Office - IP Call Switch/Volume Control
16	1	Valcom Warranty	5 Year Warranty includes all Products on this quote

Appendix B
Switch Port Count

MDF - 41
IDFB - 7
IDFC - 19
KITCHEN – 4
PORTABLE – 2
ICB - 0

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE PURCHASE OF NETWORK ELECTRONICS FOR
REMODEL OF 4200 LUBBOCK AVENUE WAREHOUSE**

BACKGROUND:

The District’s warehouse at 4200 Lubbock Avenue has been designated as the relocation site of the maintenance department, campus support, central warehouse, and the technology warehouse (which includes the DiG iN student device program). Technology equipment is required to complete the technology network system for its new occupants.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Electronics for Remodel of 4200 Lubbock Avenue Warehouse
2. Decline to Approve Purchase of Network Electronics for Remodel of 4200 Lubbock Avenue Warehouse
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

TRE

198-53-6398-001-999-99-501-000000

COST:

\$66,473

VENDOR:

CD-W

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 Operations

RATIONALE:

Technology equipment is needed to complete the building's network system.

INFORMATION SOURCE:

Michael Ball
Marlon Shears

QUOTE CONFIRMATION



DEAR ANAI GOMEZ RODRIGUEZ,

Thank you for considering CDW•G 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
MDNH343	5/28/2021	6.C9300-48UXM-EDU	0926086	\$44,666.04

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48UXM-EDU UNSPSC: 43222612 Contract: FWISD Sourcewell #081419 (081419#CDW)	6	4926379	\$5,143.12	\$30,858.72
Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant Mfg. Part#: PWR-C1-1100WAC-P/2 UNSPSC: 39121004 Contract: FWISD Sourcewell #081419 (081419#CDW)	6	5237724	\$743.59	\$4,461.54
Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: FWISD Sourcewell #081419 (081419#CDW)	6	4752739	\$37.18	\$223.08
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)	6	4728329	\$483.33	\$2,899.98
Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: FWISD Sourcewell #081419 (081419#CDW)	6	4752735	\$39.14	\$234.84
Cisco Catalyst 9300 Series Network Module - Expansion Module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: FWISD Sourcewell #081419 (081419#CDW)	6	4727526	\$997.98	\$5,987.88

PURCHASER BILLING INFO		SUBTOTAL	\$44,666.04
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	\$44,666.04
	204		

DELIVER TO	Please remit payments to:
Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

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

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR ANAI GOMEZ RODRIGUEZ,

Thank you for considering CDW•G 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
MDNH272	5/28/2021	28.C9130AXI-B-EDU.NO.D NA	0926086	\$21,806.96

IMPORTANT - PLEASE READ

Special Instructions: **NO DNA LICENSING IS QUOTED W/ AP's ON THIS QUOTE. ASSUMES FWISD WILL LEVERAGE EXISITING DNA EA**

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CISCO DIRECT C9130AXI-B-EDU	28	5865009	\$778.82	\$21,806.96
Mfg. Part#: C9130AXI-B-EDU Contract: FWISD Sourcewell #081419 (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$21,806.96
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	\$21,806.96
		DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	K12 North Texas Account Team - Mike & Eric		(866) 301-5739		k12northtexas@cdwg.com
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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) ²⁰⁷

**CONSENT AGENDA ITEM
BOARD MEETING
JUNE 22, 2021**

**TOPIC: APPROVE PURCHASE OF PROPERTY, FLOOD, CYBER, CYBER CRIME, FLEET, GENERAL LIABILITY, AND UNIVERSITY INTERSCHOLASTIC LEAGUE (UIL) INSURANCE;
APPROVE SET ASIDE RESERVES TO PAY DEDUCTIBLES**

BACKGROUND:

Higginbotham, the District’s broker of record, has secured insurance through an Interlocal Agreement to protect District assets for the 12-month period from July 1, 2021 to June 30, 2022, with Texas Political Subdivisions for fleet, and general liability insurance.

-Flood insurance is purchased from the National Flood Insurance Program; policy period of January 1, 2022 through January 1, 2023.

-Cyber and Cyber Crime coverage; policy period March 1, 2022 through March 1, 2023 is purchased using a bid process per contract with Higginbotham.

-Property coverage is purchased using a bid process per contract with Higginbotham; policy period July 1, 2021 through July 1, 2022.

-The Brokerage Store, Inc. provides University Interscholastic League (UIL) Student/Athletic Accident Insurance purchased through a bid process; policy period July 1, 2021 through July 1 2022.

Listed by category are the recommended carriers and providers:

Coverage Type	Company / Provider	Coverage / Deductible	Values	Premium Cost Not to Exceed	Purchasing Mechanism
Property, Contents, Contractor Equipment, Boiler and Machinery, Includes Terrorism/Active Shooter	This will be layered with multiple carriers for coverage. Higginbotham will be the contact agent that coordinates the layers of coverage	\$100,000 deductible per occurrence 2% of structure per occurrence for hail and wind	Approximate values of \$2,431,789,880 Future value will be added upon completion of CIP projects	\$4,500,000	Bid Summary / Evaluation (Higginbotham)
Flood Insurance	National Flood Insurance Program/ Philadelphia Indemnity Insurance Company	\$2,000 deductible for property, \$2,000 for contents, per location	Covers eight properties in flood plain; \$2,747,700 property, \$1,204,800 contents	\$ 85,000	Bid Summary / Evaluation (Higginbotham)
Fleet Insurance	Texas Political Subdivisions	\$1,000,000 combined single limits for liability and physical damage and collision coverage	Covers buses and all District owned vehicles	\$220,000 Liability \$135,000	Inter-local Agreement

		Combined property damage and bodily injury deductible is \$50,000 per incident		Physical Damage/ Collision	
General Liability Insurance	Texas Political Subdivisions	\$3,000,000 combined single limits with a per claim deductible of \$50,000		\$32,000	Inter-local Agreement
Insurance for Special Events or Special Applications And Cyber Liability, Cyber Crime	Texas Political Subdivisions and Higginbotham	Special Applications: e.g. Certification of Insurance for Fire Marshal, Certification of Insurance for General Maintenance Foreman, Certification of Insurance for Licensed Electrician Special Events: Budget set aside to issue Certification of Insurance if the District rents a facility. Includes additional cyber liability coverage, as well as CDL training and testing bonds. Cyber coverage for data breach and social engineering		\$133,000	Inter-local Agreement and Broker/Agent Bid Summary / Evaluation (Higginbotham)
UIL Insurance	The Brokerage Store Inc.	Group UIL-Texas Value: \$629,000 Catastrophic: \$33,828	Student Athlete Coverage	\$662,828	Bid Summary/ Evaluation (Brokerage Store, Inc.)
Total Premiums				\$5,767,828	
Fleet Liability Reserve (Estimated Deductible)			Estimate based on last five years of claims	\$550,000	Estimate based on prior claims
Property Reserve			Estimated for one claim for wind/hail on a building valued at \$35,000,000 (2%)	\$700,000	Estimate based on prior claims
Total Reserves				\$1,250,000	
Grand Total				\$7,017,828	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Property, Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance; Approve Set Aside Reserves to Pay Deductibles
2. Decline to Approve Purchase of Property, Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance; Approve Set Aside Reserves to Pay Deductibles
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-51-6429-001-999-99-435-000000	\$5,285,000
	199-34-6425-001-999-99-435-000000.....	\$220,000
	199-51-6425-001-999-99-435-000000.....	\$135,000
	199-34-6426-001-999-99-435-000000.....	\$385,000
	199-51-6426-001-999-99-435-000000.....	\$165,000
	199-41-6211-001-999-99-435-000000.....	\$32,000
	199-51-6427-001-999-99-435-000000.....	\$133,000
	199-36-6429-001-999-99-435-000000.....	\$662,828

COST:

\$7,017,828

VENDOR:

Higginbotham.....	\$5,288,000
Texas Political Subdivisions.....	\$1,067,000
The Brokerage Store, Inc.....	\$662,828

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 10-117

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

Interlocal Agreement - Fleet, General Liability and Fidelity

Texas Political Subdivision - Joint Self Insurance Fund

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:

Purchase of insurance will provide adequate protection for the District in the event of a loss as well as appropriate defense when claims are made.

INFORMATION SOURCE:

Michael Ball

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE PURCHASE OF E-RATE CONSULTING SERVICES

BACKGROUND:

On May 13, 2021, the District published RFP 21-089 to identify a vendor to perform consulting services for the E-Rate program. Five vendors responded to RFP 21-089 and their proposals were evaluated by a committee of Fort Worth ISD staff. The committee selected E-Rate Elite Services, Inc. for RFP 21-089 for a period of three years in the amount of \$165,000. The period of performance is from July 1, 2021 until June 30, 2024, with the option to renew for one year (through June 30, 2025).

E-Rate Elite Services, Inc. will provide support for all aspects of planning, preparing and submitting E-Rate forms to comply with Schools and Libraries Division (SLD) guidelines and will ensure that Fort Worth ISD receives the maximum amount of E-Rate reimbursement possible.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of E-Rate Consulting Services
2. Decline to Approve Purchase of E-Rate Consulting Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of E-Rate Consulting Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-816-999-99-423-000000

COST:

Not-to-Exceed - \$190,000

Yr 1: \$70,000

Yr 2: \$25,000

Yr 3: \$70,000

Yr 4: \$25,000 (Optional)

VENDOR:

E-Rate Elite Services, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-089

Number of Bid/Proposals received: 6

HUB Firms: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval to purchase E-Rate consulting services will help ensure the continuation of filing applications in a strategic manner that observes the latest E-Rate program rules and utilizes the funding formula to its fullest.

INFORMATION SOURCE:

Marlon Shears

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

**TOPIC: **APPROVE PURCHASE OF DUAL CREDIT TEXTBOOKS AND
TARRANT COUNTY COLLEGE (TCC) PLUS RESOURCES FOR THE
2021-2022 SCHOOL YEAR****

BACKGROUND:

Fort Worth Independent School District provides all Dual Credit textbooks for students participating in approved Dual Credit courses offered through Tarrant County College District and their high school during the school day. Textbooks are issued to each Dual Credit student enrolled in a TCC course that includes a required textbook, or a TCC Plus course that includes the required textbook resources already built into the Dual Credit class through the Canvas Learning Platform. This purchase will be for the 2021- 2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2021-2022 School Year
2. Decline to Approve Purchase of Dual Credit Textbooks and Tarrant County College (TCC) Plus Resources for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund

199-11-6321-001-XXX-38-697-000000

COST:

Not-to-Exceed - \$600,000

VENDOR:

Tarrant County College & Barnes Noble Bookstore

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:

Carter Riverside High School	Arlington Heights 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	Paschal High School	Trimble Tech High School
Southwest High School	Western Hills High School	O.D. Wyatt High School	Benbrook Middle/High School	Young Women’s Leadership Academy
World Languages Institute	Marine Creek Collegiate High School	TCC South Early College High School	I.M. Terrell Academy for STEM & VPA	

RATIONALE:

The purpose of the 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. The TCC Dual Credit courses will allow students access to continue enrollment in college courses which allow high school credit and college credit simultaneously.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE INSTRUCTIONAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE DISTRICT DUAL CREDIT PROGRAM**

BACKGROUND:

In accordance with and under the authority of the Texas Education Code (TEC) Section 61.076 and the Rules and Regulations of the Texas Higher Education Coordinating Board, high school students may enroll in university and college courses and receive simultaneous academic credit from both the university and the high school.

The first component of the agreement reflects the cooperation between Tarrant County College District (TCCD) and Fort Worth ISD (FWISD) to enable students to enroll in dual credit courses. Students enrolled in TCC dual credit courses earn both high school credit and college credit as part of this agreement. Courses will be taught using TCCD course syllabi and students must abide by the TCCD and FWISD Student Code of Conduct. The second part of the agreement outlines payments between FWISD and TCCD for dual credit courses and related costs. FWISD will provide related textbooks or TCC Plus resources for students. FWISD will cover TCCD dual credit tuition and fees for students. This instructional agreement is for the 2021-2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Instructional Agreement Between Fort Worth Independent School District and Tarrant County College District Dual Credit Program
2. Decline to Approve Instructional Agreement Between Fort Worth Independent School District and Tarrant County College District Dual Credit Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund

199-11-6223-001-XXX-38-697-000000

COST:

Not-to-Exceed - \$600,000

VENDOR:

Tarrant County College District

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:

Division Office of Innovation	Carter Riverside High School	Arlington Heights 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	Paschal High School
Trimble Tech High School	Southwest High School	Western Hills High School	O.D. Wyatt High School	Benbrook Middle/High School
Young Women's Leadership Academy	Young Men's Leadership Academy	Young Men's Leadership Academy	World Languages Institute	I.M. Terrell Academy for STEM & VPA

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

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
DUAL CREDIT PROGRAM
STATE OF TEXAS

This Agreement (herein so called), made and entered into as of June 2, 2021, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted Texas independent school district (referred to herein as "SCHOOL DISTRICT"), evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of June 2, 2021 and ending on June 1, 2024. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement in writing for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

I. PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

II. DUAL CREDIT STATEWIDE GOALS

Texas Education Code, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to, and acceleration through, postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students

participating in the dual credit program academic and college readiness advising with access to the COLLEGE DISTRICT'S student support services to support students into college course completion.

Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT'S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

III. ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) Texas Education Code, TEC 130.008, states dual credit courses must apply to the core curriculum, career and technical education courses toward a TCCD career and technology Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

IV. LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of [Practice for Courses Offered Electronically](#) and the COLLEGE DISTRICT's standards for distance learning courses.

V. PROGRAM DETAILS

(1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.

(2) Program guidelines align with the [Texas Administrative Code Chapter 4; Subchapter D](#). If the THECB adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.

(3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:

- a) Consent to Emergency Treatment for Minor Student Form;
- b) Family Educational Rights and Privacy Act Waiver (optional),
- c) Meningitis Vaccination Record (if taking courses on a TCC campus)
- d) Residency Questionnaire;
- e) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-55 (Immigration Status); and
- f) Online Readiness (for online courses).

(4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.

(5) Students must complete registration process by completing the following steps:

- a) Admission application;
- b) Pre-Assessment Activity (or exemption);
- c) Texas Success Initiative Assessment (TSI-A) (or exemption);
- d) Register for courses; and
- e) Pay for dual credit courses (refer to **Tuition and Fees** section).

(6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.

(7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum of 15 students per class. Exceptions to this requirement can be approved by the Vice President for Academic Affairs.

(8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.

(9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S [Student Code of Conduct](#). The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.

(10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.

(11) To continue in the program, students need to maintain [academic standards](#) of COLLEGE DISTRICT.

(12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.

(13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified in writing of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

VI. COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the THECB. Dual credit courses will be taught, and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting [SACSCOC requirements](#)) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the SACSCOC accreditation requirements.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

VII. JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and

SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

VIII. ACADEMIC ADVISING

The COLLEGE DISTRICT shall offer academic advising services on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, and TCC Connect. The scope of services will include professional advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Academic advisors will partner with COLLEGE DISTRICT Coordinators of Dual Credit to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (<https://www.tccd.edu/services/campus-resources/>) and academic help <https://www.tccd.edu/academics/academic-help/> to all dual credit students.

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

TCCD has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Public Service
- Arts and Humanities
- Multi-Disciplinary Studies

The College District and School District will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014
- Other HB5 FAQs

IX. STUDENT LEARNING MATERIALS AND COURSE SUPPLIES

Student Learning Material can include digital-based course materials, common learning materials (textbooks), and open education resources.

Throughout the duration of this Agreement (check appropriate box [es]):

Learning Materials

- The SCHOOL DISTRICT will provide student learning materials for students
- Students are responsible for purchasing student learning materials

Course Supplies

- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

TCC Plus (Please refer to Attachment C for detailed information on TCC Plus)

- The SCHOOL DISTRICT will pay all students' TCC Plus course charge(s)
- Students are responsible for TCC Plus course charge(s)

X. TUITION AND FEES

(Please refer to Attachment C for detailed information on payment and deadlines for tuition and fees)

Throughout the duration of this Agreement (check appropriate box [es]):

- SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will pay all students' tuition costs
- Self-Pay Student (not paid by the SCHOOL DISTRICT): Students are responsible for tuition costs
- Student Self-Pay and SCHOOL DISTRICT Pay: The SCHOOL DISTRICT will have both self-pay and SCHOOL DISTRICT pay students. By the payment deadline for each term, the SCHOOL DISTRICT will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes
- Third Party Pay (other than a SCHOOL DISTRICT): The following organization will be paying the cost of students' tuition. By the payment deadline for each term, the Organization will provide a list of students and courses they are agreeing to pay to TCC's Business Services Central Processes

XI. DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Supervise and evaluate instructors of dual credit courses.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.
- I. Inform students of Title IX training, #NotAnymore.

XII. DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1) Student Texas Success Initiative ("TSI") exemption records;
 - (2) Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
 - (3) Assist the COLLEGE DISTRICT with student orientation;

- (4) Submit all student documentation by published due dates
- (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel; and
- (6) Provide a list of tuition sponsored students if applicable.

I. Ensure students have registered by the COLLEGE DISTRICT'S TCC Academic Calendar.

J. For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes with adequate classroom facilities, technology, and ensure no disruption of college classes.

K. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.

XIII. AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

XIV. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

XV. RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

XVI. LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT or SCHOOL DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT or SCHOOL DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty (30) days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by

one of the Parties, or the occurrence of a conflict of interest between the Parties.

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

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Executed as of June 2, 2021, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

By _____
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District



LC

**ATTACHMENT A
COURSE CROSSWALK: PROGRAMS
APPROVED/COURSE CURRICULUM
GUIDE/ENDORSEMENT GUIDE/COURSE
CROSSWALK**

Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

General Requirements for an Associate Degree:

1. Earn up to 60 college-level credit hours.
2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
5. All requirements of the degree must be satisfactorily completed.
6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
7. All financial obligations to the College must be met.
8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

General Requirements for a Certificate of Completion:

1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
3. All requirements of the certificate must be satisfactorily completed.
4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

Core Curriculum and Semester Credit Hour (SCH) Requirements:

Communication – 6 SCH

Mathematics – 3 SCH

Life and Physical Sciences – 8 SCH

Language, Culture and Philosophy – 3 SCH

Creative Arts – 3 SCH

American History – 6 SCH

Government and Political Science – 6 SCH

Social and Behavioral Science – 3 SCH

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements

for bachelor's degrees in majors that correspond to the Field of Study.

Fields of Study

Business Administration & Management

Communication:

Advertising & Public Relations

Journalism & Mass Communication

Radio & Television Broadcasting/Broadcast Journalism

Speech Communication

Computer Science

Engineering:

Civil Engineering

Electrical Engineering

Mechanical Engineering

Music

Nursing

Social Work

You should consult with an academic advisor about transferring to a specific college or university.

Dual Credit Core Curriculum Course Guide

English (6 Hours) Choose two courses		
ENGL 1301*	ENGL 1302*	_____ 3 Hrs _____ 3 Hrs
Speech (3 Hours) Choose one course		
SPCH1315 Or SPCH 1321		_____ 3 Hrs
Math (3 Hours) Choose one course		
MATH 1314* (Algebraic Pathway) Or MATH 1342* (Non Algebraic Pathway) Or Math 1332+ (Non Algebraic Pathway)		_____ 3 Hrs
Science (8 Hours) Choose two courses		
BIOL 1408 (Non Science Majors) Or BIOL1406 (Science Majors)	BIOL 1409 (Non Science Majors) Or BIOL 1407 (Science Majors)	_____ 4 Hrs _____ 4 Hrs
Creative Arts (3 Hours) Choose one course		
ARTS 1301 Or MUSI 1306 Or DRAM 1301		_____ 3 Hrs
Lang Culture & Phil (3 Hours) Choose one course		
ENGL 2322* Or ENGL 2327* Or ENGL 2323* Or ENGL 2328*		_____ 3 Hrs
American History (6 Hours) Choose two courses		
HIST 1301*	HIST 1302*	_____ 3 Hrs _____ 3 Hrs
Government (6 Hours) Choose two courses		
GOVT 2305* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	GOVT 2306* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	_____ 3 Hrs _____ 3 Hrs
Behavior (3 Hours) Choose one course		
PSYC 2301* SOCI 1301* ECON 2301		_____ 3 Hrs

Other college courses may or may not count for High school Credit.

* TSI passing score required

How to read course numbers: Example, ENGL 1301

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:
 - 1=Freshman or introductory level.
 - 2=Sophomore or intermediate or advanced.
- The second digit indicates the **semester credit hour value** of the course.
- The third and fourth digits establish type of institution and course sequence.

Texas HS Endorsements

Students can choose from 5 endorsement areas

Science, Technology, Engineering and Mathematics (STEM)

- Career and Technical Education (CTE) courses related to STEM
- Mathematics
- Science
- Computer Science
- Combination of no more than two of the categories listed above

Business and Industry (one of the following or a combination of areas)

- Agriculture
- Arts
- Audio/Video
- Finance
- Marketing
- Food and Natural Resources
- Hospitality and Tourism
- Information Technology
- Manufacturing
- Technology Applications
- Architecture and Construction
- Technology and Communications
- Business Management and Administration
- Transportation or Distribution and Logistics
- English electives in public speaking, debate, advanced broadcast journalism, advanced journalism including newspaper and yearbook

Public Service (one of the following)

- Human Services
- Law
- Corrections and Security
- Health Science
- Public Safety
- Education and Training
- Government and Public Administration
- Junior Reserve Officer Training Corps (JROTC)

Arts and Humanities (one of the following)

- 2 levels each in two languages other than English (LOTE)
- 4 levels in the same LOTE
- Courses from one or two areas (music, theater, art, dance) in fine arts
- English electives not included in Business and Industry
- Social Studies
- American Sign Language (ASL)

Multi-Disciplinary Studies (one of the following)

- 4 advanced courses from other endorsement areas
- 4 credits in each foundation subject area, including English IV and chemistry and/or physics
- 4 credits in Advanced Placement, International Baccalaureate, or dual credit selected from English, mathematics, science, social studies, economics, LOTE or fine arts

*Visit your school counselor to learn more about your options.
Students may earn more than one endorsement.



TCC Pathways

STEM

Business & Industry

Human & Public Service

Arts & Humanities

Health Science

DUAL CREDIT COURSE CROSSWALK ACADEMIC (In Collaboration With High School Representative)

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					☒ *ENGL 1301 03220300 or 03220400	☒ *ENGL 1302 03220300 or 0320400 or ☒ *ENGL 2311 03221100		
			☒ SPCH1315 03241200 or ☒ SPCH 1321 13009900 ☒ SPAN 1411 03440100 or ☒ FREN 1411 03410100 or ☒ GERM 1411 03420100	☒ ARTS 1301 03500110 or ☒ MUSI 1306 03155600 or ☒ DRAM1310 03250100 ☒ SPAN 1412 03440200 or ☒ FREN 1412 03410200 or ☒ GERM 1412 03420200	☒ *HIST 1301 03340100	☒ *HIST 1302 03340100	☒ *ENGL 2322 03220400 or 03221800 or ☒ *ENGL 2323 03220400 or 03221800 or ☒ *ENGL 2327 03220400 or 03221800 or ☒ *ENGL 2328 03220400 or 03221800 or ☒ *ENGL 2332 03221800 or ☒ *ENGL 2333 03221800 or ☒ *PHIL 1301 033800## or ☒ SPAN 2311 03440300 or ☒ SPAN 2312 03440300	☒ *MATH 1342 031025## or ☒ *MATH 1314 03101100 or ☐ *MATH 1332 or ☒ *MATH 2412 031011100 or ☒ *MATH 2413 (Field of Study) A3100101 ☒ *MATH 2414 (Field of Study) A3100102 ☒ *MATH 2415 (Field of Study) 031025## ☒ *MATH 2320 (Field of Study) 031025##
					231		☒ *GOVT 2306 ☒ *GOVT 2305	☒ *PSYC 2301

							03330100	03350100 or <input checked="" type="checkbox"/> *SOCI 1301 03370100 or <input checked="" type="checkbox"/> ECON 2301 03310300
	*TSI Passing Score Required (PEIMS CODE)	Two Lab Science Options dependent on College Major - <input checked="" type="checkbox"/> BIOL 1408 130372##, <input checked="" type="checkbox"/> BIOL 1409 130372##, or <input checked="" type="checkbox"/> BIOL 1406 130372## , <input checked="" type="checkbox"/> BIOL 1407 130372##, or <input checked="" type="checkbox"/> BIOL 2401 13020600 <input checked="" type="checkbox"/> BIOL 2402 13020600					<input checked="" type="checkbox"/> CHEM 1411 03040000 130372## <input checked="" type="checkbox"/> CHEM 1412 03040000 130372## <input checked="" type="checkbox"/> CHEM 2423 N1120027	
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.								

DUAL CREDIT COURSE CROSSWALK (Level 1 Certification for GIS) (Fort Worth ISD)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I	English I	English II	English II	*English III	*English III	*English IV	*English IV	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics	
	Geography	Geography	Government	Economics	US History	US History			
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
					Geographic Information Systems (GIS) A: N1302805	Geographic Information Systems (GIS) B: N1302805 OR Geographic Information Systems (GIS) B: N1302805	Raster-Based Geographic Information Systems A: N1302806 AND N/A	Raster-Based Geographic Information Systems B: N1302806	
College					GIS 1402 N1302805	GIS 2401 N1302805 OR GIS 2411 N1302805	GIS 2402 N1302806 AND GIS 2404 No TEA alignment	GIS 2420 N1302806	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

GINs.T004.UG
Level 1 Certificate

Offered at Trinity River Campus

Program Requirements

First Year:

Fall Term

GISC 1402 - Understanding Geographic Information Systems

Spring Term

GISC 2401 - Data Acquisition and Analysis in Geographic Information Systems (GIS) OR

GISC 2411 – Geographic Information Systems (GIS) Applications

Second Year:

Fall Term

GISC 2402 - Geographic Information Systems (GIS) Design with Raster Analysis²³³

GIS 2404 - Geographic Information Systems (GIS) Design with Vector Analysis

Spring Term

GIS 2420 - Intermediate Geographic Information Systems (GIS) (Capstone)

Total Certificate Hours: 20

DUAL CREDIT COURSE CROSSWALK (Automotive Service Technology, AAS) (In Collaboration With High School Representative)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics	
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics	
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
College									
					☒ (AUMT 1405) (13039600)	☒ (AUMT 1407) (13039600)	☒ (AUMT 1410) (13039700)	☒ (AUMT 2417) (13039700)	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Automotive Service Technology, AAS

AUTS.D001.UG • South Campus
Associate of Applied Science Degree
Program Requirements

First Year
Fall Term

AUMT 1405 - Introduction to Automotive Technology
AUMT 1407 - Automotive Electrical Systems
Creative Arts/Language, Philosophy and Culture Semester Hours: 3 *

Spring Term

AUMT 2417 - Automotive Engine Performance Analysis I
AUMT 2434 - Auto Engine Performance Analysis II

Choose one from the following:

MATH 1332 - Contemporary Mathematics (Quantitative Reasoning) + or

MATH 1314 - College Algebra + or
MATH 1324 - Mathematics for Business and Social Sciences +

Summer Term

AUMT 2321 - Automotive Electrical Diagnosis and Repair
AUMT 1410 - Automotive Brake Systems

Second Year

Fall Term

AUMT 2413 - Automotive Drive Train and Axles
AUMT 2425 - Auto Automatic Transmission/Transaxle

Choose one from the following:

GOVT 2305 - Federal Government (Federal Constitution & Topics) + or
GOVT 2306 - Texas Government (Texas Constitution & Topics) +

ENGL 1301 - Composition I +

Spring Term

AUMT 1419 - Automotive Engine Repair

Choose one from the following:

SPCH 1321 - Business and Professional Communication + or
SPCH 1311 - Introduction to Speech Communication + or
SPCH 1315 - Public Speaking +

AUMT 1416 - Automotive Suspension and Steering Systems

Summer Term

AUMT 1345 - Automotive Climate Control Systems

Choose one from the following:

AUMT 2307 - Hybrid Systems Diagnostics or (Capstone)
AUMT 2388 - Internship - Automobile/Automotive Mechanics Technology/Technician (Capstone)

Total Degree Hours: 60

Students enrolled in the Automotive Service Technology Programs are required to furnish their own hand tools for use in laboratory classes.

* Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding of the Core Curriculum.

DUAL CREDIT COURSE CROSSWALK (Residential/Commercial Site Layout and Framing Assistant) (In Collaboration With High School Representative)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics	
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics	
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
College							<input checked="" type="checkbox"/> (CNBT 1110) (13004900) <input checked="" type="checkbox"/> (CNBT 1300) (13004900)	<input checked="" type="checkbox"/> (CNBT 1316) (13004900) <input checked="" type="checkbox"/> (CNBT 1305) (13004900)	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Residential/Commercial Site Layout and Framing Assistant

CONS.T009.UG • South Campus
Occupational Skills Award
Program Requirements

Fall Term

- CNBT 1110 - Basic Construction Safety
- CNBT 1300 - Residential and Light Commercial Blueprint Reading
- CNBT 1316 - Construction Technology I
- CNBT 1350 - Construction Technology II

Total Certificate Hours: 10

DUAL CREDIT COURSE CROSSWALK (Foodservice Operations) (In Collaboration With High School Representative)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics	
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics	
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
College					☒ (CHEF 1305) (13022650)		☒ (RSTO 1304) (13022600)		

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Foodservice Operations

Level 1 Certificate of Completion
HOSP.T010.UG • Southeast Campus

Program Requirements

First Year
Fall Term

- HAMG 1321 - Introduction to the Hospitality Industry
- CHEF 1305 - Sanitation and Safety
- RSTO 1304 - Dining Room Service
- RSTO 1325 - Purchasing for Hospitality Operations
- CHEF 1301 - Basic Food Preparation
- HAMG 2301 - Principles of Food and Beverage Operations (Capstone)

Total Certificate Hours: 18

DUAL CREDIT COURSE CROSSWALK (Basic American Sign Language Acquisition) (In Collaboration With High School Representative)

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics	
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics	
	Biology	Biology	Chemistry	Chemistry	Physics	Physics			
College					☒ (SGNL 1401) (PEIMS CODE) ☒ (ENGL 1301) (03220400)	☒ (SGNL 1402) (PEIMS CODE)	☒ (SLNG 1215) (84600xxx)	☒ (SGNL 2301) (03980300)	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Basic American Sign Language Acquisition

Level 1 Certificate

SIGN.T002.UG • Trinity River

Program Requirements

First Year

First Summer Term

SGNL 1401 - Beginning American Sign Language I +

Second Summer Term

SGNL 1402 - Beginning American Sign Language II +

Fall Term

SGNL 2301 - Intermediate American Sign Language I +
SLNG 1215 - Visual and Gestural Communication
ENGL 1301 - Composition I +

Total Certificate Hours: 16

Student must have credit for SGNL 1401 and SGNL 1402 before taking SGNL 2301.

ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS



TARRANT COUNTY COLLEGE Guidelines for Dual Credit Partnerships

January 2019

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations [Chapter 4; Subchapter D](#) of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in [Chapter 4; Subchapter C; Rule 4.57](#) (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in ([Chapter 4; Subchapter C; Rule 4.56](#) TAC).
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative ([Chapter 4; Subchapter C; Rule 4.54](#) TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and/or writing** under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015 ; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.

(5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.

(6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.

(7) Students who are enrolled in private or non-accredited secondary schools or who are home schooled must satisfy paragraphs (1) - (5) of this subsection.

(8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. **It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.**



TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog).
- (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

- (1) Dual credit courses may be taught on the college campus or on the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities, technology, and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)



TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:

(a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(b) If the high school credit-only students are College Board Advanced Placement (AP) students.

(c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

(1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college.

(2) TCC shall supervise and evaluate instructors of dual credit courses.

F. Course Curriculum, Instruction, and Grading

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

(1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

(3) Dual credit students must abide by all TCC policies and procedures as outlined in the current **Academic Catalog/Student Handbook**.

(4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for an accommodation/equal access are reviewed on a case-by-case basis, and are determined based on the functional limitations caused by the disability and the supporting documentation provided.

(a) Otherwise qualified high school students enrolled in the dual credit program are eligible

for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC Campus Coordinator of SAR will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with the Campus Coordinator of SAR.

H. Transcribing of Credit

(1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

I. Funding

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.

(3) This provision does not apply to students enrolled in approved early college high school programs.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

January 2019

**Attachment C:
TUTION AND FEES/TCC PLUS**

Tuition and Fees/TCC Plus

The payment of all tuition and fees becomes the obligation of the responsible party upon registration of courses at the COLLEGE DISTRICT. The student has not officially completed the registration process until payment has been made in full, an agreement to pay has been submitted by the SCHOOL DISTRICT or Third Party Payer, a payment plan has been completed, or the student has sufficient financial aid funds available by the payment deadline. The responsible party will be required to acknowledge the COLLEGE DISTRICT'S Financial Responsibility Agreement every 120 days. A SCHOOL DISTRICT'S student financial responsibility is the same as any other student enrolled at the COLLEGE DISTRICT.

Tuition costs include [tuition and fees based on the rate per credit hour](#), [TCC Plus \(digital course materials\)](#), [third attempt](#), or any other charge applied at the time of registration.

- **Self-Pay Student:** The SCHOOL DISTRICT and the self-pay student understands that failure of a self-pay student to pay his/her tuition by the payment deadline may result in the student being dropped from his/her course(s) based on the Texas Higher Education Coordinating Board's regulation for tuition payments. Payment reminders will be sent to the student through his/her COLLEGE DISTRICT email address and to the SCHOOL DISTRICT. Please see the COLLEGE DISTRICT website for [payment deadlines](#).
- **SCHOOL DISTRICT Pay/Third Party Payer:** The SCHOOL DISTRICT Pay/Third Party Payer understands that failure to provide the COLLEGE DISTRICT the list of SCHOOL DISTRICT Pay/Third Party Payer students and courses by the payment deadline may result in students being dropped from their course(s) based on the Texas Higher Education Coordinating Board's regulations for tuition payments. The COLLEGE DISTRICT will invoice the SCHOOL DISTRICT/Third Party Payer based on the student's residency status and number of semester hours enrolled at the census date (official day of record). Payment is due within 30 days of receipt of the invoice.
 - _____ Maximum number of semester hours in Fall or Spring term paid by SCHOOL DISTRICT
 - _____ Maximum number of semester hours in Summer term paid by SCHOOL DISTRICT
 - Exceptions: Any changes to the above agreement for any given student/term, must be submitted in writing prior to the census date (official day of record).
 - Any additional semester hours are the responsibility of the student

A self-pay student, SCHOOL DISTRICT, or Third Party Payer may still be responsible for payment of any non-refundable tuition for a dropped course according to the COLLEGE DISTRICT'S [refund schedule](#). The SCHOOL DISTRICT or Third Party Payer also understands that this is an agreement to pay the COLLEGE DISTRICT. Therefore, the SCHOOL DISTRICT or Third Party Payer agrees to pay for a student's tuition costs even if the student does not successfully complete the course(s), use available TCC Plus digital learning materials (when applicable), or follow through with his/her agreement with the SCHOOL DISTRICT or Third Party Payer.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The self-pay student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total tuition costs AND access to the digital learning materials. The student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a

course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the Self-Pay student, SCHOOL DISTRICT, or Third Party Payer, even if the student receives an exemption or waiver for tuition.

The Self-Pay student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (tuition costs, parking or library fines, etc.) may result in a registration restriction being placed on the student's account.

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE AGREEMENT FOR THE PROVISION OF DISTRICT-WIDE INTERNET ACCESS SERVICES**

BACKGROUND:

Internet access is vital to the instructional and administrative needs of the District to access resources such as:

- Web-based instructional tools
- Web-based research tools
- Electronic mail
- The Focus Student Information System
- The FWISD Web Presence
- District Operations
- District Finance
- Interacting with the State of Texas
- Procurement

The cost for two 20Gb FIBER11 internet access circuits will be \$48,000 for one (1) year, with four optional years to renew. The amount not-to-exceed requested reflects contingency.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Agreement for the Provision of District-Wide Internet Access Services
2. Decline to Approve Agreement for the Provision of District-Wide Internet Access Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000

COST:

Not-to-Exceed - \$288,000

VENDOR:

Region 11 ESC

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Region 11 ESC Contract FIBER11. 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 item will allow the District to maintain continuity of service for Internet Access which is vital for instructional and administrative operations.

INFORMATION SOURCE:

Marlon Shears

EDUCATION SERVICE CENTER
REGION 11



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
 Executive Director

May 24, 2021

FIBER11 Service Quote

Contact: Mcdeny Mojica Mcdeny.mojica@fwisd.org

Contract Term: **Yearly**

Quoted by Juan Escobar

Product Name	Product Description	Quantity	Customer Price	Total
FIBER11 Service	20Gb FIBER11 Internet Access Circuit	2	\$ 2,000.00	\$ 48,000.00
Sub-Total				\$ 48,000.00
Sales Tax				\$0.00
Shipping				\$0.00
Total Payable to Region 11:				\$ 48,000.00

Available Renewals	Annual Price
2022-2023	\$ 48,000.00
2023-2024	\$ 48,000.00
2024-2025	\$ 48,000.00
2025-2026	\$ 48,000.00

This Quote valid for 60 days from date of issue

If you have any questions about this quote, please contact jescobar@esc11.net

Juan Escobar: (817) 740-7634

FIBER11 2021-2022 Service Agreement

Education Service Center Region 11
and
Fort Worth Independent School District

I.

PURPOSE OF THE FIBER11 NETWORK

Fiber Infrastructure for Broadband Enhancement in Region 11 (FIBER11) is an enhanced K-12 region-wide broadband infrastructure created to promote educational excellence in instruction, services and resources through a collaborative partnership of School Districts, in a way that:

- Creates a region-wide K-12 consortium to gain a competitive price advantage on FIBER11 infrastructure
- Provides an equitable financial model for each school district based on an average consortium E-rate discount
- Grants access to a high-speed region-wide network of school districts with the ability to form partnerships, such as disaster recovery connectivity, equipment colocation, etc.
- Establishes a dedicated fiber network allowing districts the flexibility to easily maintain and/or increase capacity

So that districts will increase collaboration and credibility to provide improved, quality services to their campuses through an economical and efficient infrastructure resulting in the highest achievable bandwidth at the lowest cost for unlimited teaching and learning potential far into the future.

II.

BENEFITS

FIBER11 is a large-scale broadband dark fiber network among the districts within Region 11 providing internet and interdistrict connectivity. The benefits provided by FIBER11 are:

- 100 Gigabit backbone network between FIBER11 hub sites
- 10 Gigabit network among the connected edge sites
- Allows bandwidth flexibility such that a district can exceed their subscribed services within a reasonable limit without penalty
- Opportunity to participate in shared network services (e.g., internet access, disaster recovery, shared application environment, etc.)
- Provides direct connectivity to multiple educational resource data centers

III. TERMS OF AGREEMENT

A. Term

This agreement is effective September 1 of each year (unless otherwise agreed upon), and may be renewed annually with mutual written agreement of both parties. Changes to the level of service provided to School Districts under this agreement may be made throughout the year at the School District’s request. Any change in level of service that creates a negative financial impact on the Annual Service Agreement may result in the School District being assessed additional charges.

B. Termination

This Agreement is in effect for the entire fiscal year (September 1 through August 31, unless otherwise agreed upon) and terminates at the end of the fiscal year until renewed by mutual written agreement of both parties. In the event of a default of this Agreement, a School District may terminate this Agreement at any time after providing ESC Region 11 with written notice of the default and a thirty day opportunity to cure the default.

C. Payment

FIBER11 pricing is based on student enrollment count per district and is as follows unless otherwise agreed upon.

- Prices are already E-rate discounted as shown in the table below and contingent on E-rate approvals.
- There is no additional “transport” cost.
- Pricing shown includes all transmitted and received traffic.
- Pricing for each additional circuit is the same as the first circuit.
- Payments are due within 30 days of receipt of invoice.
- Payments can be made on an annual or quarterly basis.

Number of Students	Years 1-4 Monthly District Cost per Circuit	Years 5-10 Monthly District Cost per Circuit	Average Per Month - Ten Years	Ten Year Total Cost
1-999	\$1,000	\$600	\$760	\$91,200
1000-1999	\$1,300	\$800	\$1,000	\$120,000
2000-3999	\$1,900	\$1,100	\$1,420	\$170,400
4000-10,000	\$2,500	\$1,600	\$1,960	\$235,200
10,000+	\$3,300	\$1,800	\$2,400	\$288,000

IV. DUTIES AND RESPONSIBILITIES

A. ESC Region 11 Duties and Responsibilities

- Provide and guarantee service level objectives through the FIBER11 Hub and Edge Site Collaborative Service Level Agreements.
- Provide adequate staff necessary for efficient operation of the FIBER11 network.
- Implement and provide 24x7x365 support and management of the network to include:
 - Operate and maintain the FIBER11 routers and dark fiber network
 - Proactively monitor and maintain FIBER11 broadband connections
 - Proactively monitor internet access service from ISP
 - Guarantee the School District purchased bandwidth to the Internet by monitoring usage.
 - Provide alerts concerning network maintenance and/or unplanned outages.
 - Notification will be given according to current Service Level Agreement terms
 - Affected School Districts will be notified via email of any emergency network impairments as soon as the problem is determined.
- Troubleshoot to the point of demarcation:
 - For the FIBER11 primary connection, the point of demarcation is inclusive of the FIBER11 router
 - Proactively monitor and report the use of services to ensure usage is within the terms of the agreement.
 - ESC Region 11 will provide hard-copy reports summarizing School District usage upon request.
 - Provide technical assistance to School Districts for FIBER11 connectivity.
- Utilize the competitive bidding process to procure the most economical resources for the network.

B. School District Duties and Responsibilities

- Provide a 24 x 7 technical contact that can respond immediately to problems affecting the FIBER11 Network.
- Provide firewall services that protect against unauthorized access and usage of the School District network since FIBER11 backbone does not filter, block, or alter traffic.
- Ensure cabling between FIBER11 equipment and the School District LAN is continually operational, and that ESC Region 11 has reasonable remote and physical access to the equipment via District personnel escort.
- Serve as the point of contact for campuses connected to the FIBER11 network.
- Make payments within 30 days of receipt of correct invoice.

**V.
SUBSCRIPTION DETAILS AND SIGNATURES**

Subscribed Services and Agreement Duration

Service Address #1	1451 S Cherry Ln
Service Address #2	1050 Bridgewood Dr
Service Start Date	07-01-2021
Service End Date	06-30-2022
Number of Internet Access Circuits	2 x 20Gb
Net Monthly Recurring Charges (MRC)	\$ 4,000 per month x 12 = \$ 48,000

Annual Renewals

Net MRC, Optional Renewal 2022-2023	\$ 4,000 per month x 12 = \$ 48,000
Net MRC, Optional Renewal 2023-2024	\$ 4,000 per month x 12 = \$ 48,000
Net MRC, Optional Renewal 2024-2025	\$ 4,000 per month x 12 = \$ 48,000
Net MRC, Optional Renewal 2025-2026	\$ 4,000 per month x 12 = \$ 48,000

There are no additional fees, taxes, or surcharges on FIBER11 service due to Consortium inclusion

By signing below, I acknowledge that I have read the Annual Service Agreement, I accept this Agreement, and that I am authorized to sign on behalf of the LEA.

Authorized District Representative _____
Signature

Printed Name _____
Date

ESC Region 11 Executive Director _____
Signature

Dr. Clyde Steelman Jr.

Date

ESC Region 11 Deputy Executive Director _____
Signature

Mr. Rory Peacock

Date

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE FUNDS TRANSFER AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CHILD CARE ASSOCIATES FOR CHILD CARE SERVICES FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND:

For a number of years, the District has transferred funds to Child Care Associates for the provision of child care services for identified teen parents who are enrolled with Fort Worth ISD (FWISD). Child Care Associates (CCA) administers the Child Care Management Services (CCMS) under contract with the local Workforce Solutions Board. The CCMS manages multiple funding sources, which are used to subsidize child care costs for eligible populations, including teen parents. Child care providers become vendors with the CCMS and are paid a lower agreed rate by CCMS. By referring teen parents who need care to the CCMS, the District is able to maximize and expand our funding for child care services. For the 2021-2022 school year, FWISD will sponsor approximately thirty (30) students with child care assistance. FWISD seeks to renew this contract for the 2021-2022 school year.

The lack of available, accessible, quality child care services is the major reason why parenting students drop-out of the educational setting. By referring teen parents to Child Care Associates, the District is providing child care services so these students can remain in school until graduation. Their children will also receive infant stimulation while their readiness for school is greatly enhanced.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Funds Transfer Agreement Between Fort Worth Independent School District and Child Care Associates for Child Care Services for the 2021-2022 School Year
2. Decline to Approve Funds Transfer Agreement Between Fort Worth Independent School District and Child Care Associates for Child Care Services for the 2021-2022 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-32-6299-001-999-24-460-000000

COST:

\$50,000

VENDOR:

Child Care Associates

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089 A-J

Number of Bid/Proposals received: 28

HUB Firms: 2

Compliant Bids: 28

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

Adolescent Pregnancy Services, which provides District-Wide services to pregnant and parenting students who are enrolled in their home schools and in Project Reach.

RATIONALE:

Child Care Associates administers the CCMS, which has multiple funding sources to subsidize child care costs for various populations including teen parents. District funds are being used to pay child care costs for teen parents who are not eligible for subsidized child care assistance. The District is paying these child care costs so that these teen parents can continue leading their education to graduation.

INFORMATION SOURCE:

Raul Peña
Cherie Washington

**FUNDS TRANSFER AGREEMENT
BETWEEN
CHILD CARE ASSOCIATES
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

Child Care Associates is the local agency in Tarrant County contracted by Workforce Solutions for Tarrant County to disburse federal, state, and local dollars for child care services through its Child Care Management Services (CCMS) system. Tarrant County Child Care Management Services determines the eligibility of clients for state and federal funds.

The Fort Worth Independent School District located in Fort Worth, Texas seeks to expand the availability of child care to children of teen students enrolled in the Fort Worth Independent School District.

1. The Fort Worth Independent School District agrees as follows:

- 1.1 To transfer monies, not to exceed \$50,000.00 to Child Care Associates to be used for child care and related operations expenses. An additional 15% administration fee will also be added to all payments and is included in the agreement not to exceed the amount of \$50,000.
- 1.2 The Fort Worth Independent School District will make its transfer of funds in weekly payments for the amount necessary to provide these services. Such payments will occur within thirty (30) days of receipt of invoice.
- 1.3 The Adolescent Pregnancy Services staff will identify enrolled Project Reach students in need of child care services and refer them to the CCMS in advance of services being provided.
- 1.4 The Adolescent Pregnancy Services staff will assist students in providing needed eligibility documents and following required policies.

2. Child Care Associates agrees as follows:

- 2.1 To use the funds transferred by the Fort Worth Independent School District for child care services for students identified and referred by the Adolescent Pregnancy Services staff, and for related operations expenses.
- 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this agreement.
- 2.3 To establish a separate funding code for the transferred funds.
- 2.4 To place eligible students, not receiving funds, on the waiting list for child care funds in accordance with CCMS policies and procedures.


- 2.5 To determine eligibility for federal and state matching funds and to use said funds in accordance within established board policies and procedures.
 - 2.6 To maintain records and provide a monthly summary of child care reimbursements itemized to include student name, number of child care days, rate, total disbursement, and balance of funds.
- 3. Child Care Associates and the Fort Worth Independent School District mutually agree as follows:**
- 3.1 This agreement may be terminated by either party, for any reason, upon written notification to the other party of at least thirty (30) days in advance of such termination.
 - 3.2 Child Care associates' is under no obligation to continue funding child care under this agreement in the event that the transfer of the funds is not received for reimbursement.
 - 3.3 Fort Worth Independent School District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this agreement.
 - 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
 - 3.5 Both parties agree to abide not only by the notices from each other, but also to notices from Workforce Solutions for Tarrant County, and Texas Workforce Commission (TWC).
 - 3.6 This agreement may be amended by mutual agreement among the parties.
 - 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.
 - 3.8 This agreement is governed by, enforced by, and interpreted under the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

The signatures below certify that they are authorized to bind their respective organizations in the manner described above effective the **1st day of July 2021, through the 30th day of June 2022.**

Fort Worth Independent School District

Child Care Associates

By: _____
Kent P. Scribner, Ph.D.
Superintendent of Schools

By:  _____
Kara Waddell
President & CEO

Date: _____

Date: 4/15/2021

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

TOPIC: APPROVE CONTRACT BETWEEN THE LEADERSHIP ACADEMY NETWORK AND A LITERARY, EDUCATIONAL VENDOR TO PROVIDE WRITING INSTRUCTION AND PROMOTE SOCIAL-EMOTIONAL LEARNING

BACKGROUND:

Leadership Academy Network (LAN) will provide high quality, innovative resources to promote social emotional learning, cultural relevance, and best practices in writing instruction. This vendor’s professional learning has a research foundation and will support our teachers in learning how to build teacher expertise and motivate students to write critically, creatively and coherently.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Between the Leadership Academy Network and a Literary, Educational Vendor to Provide Writing Instruction and Promote Social-Emotional Learning
2. Decline to Approve Contract Between the Leadership Academy Network and a Literary, Educational Vendor to Provide Writing Instruction and Promote Social-Emotional Learning
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-TWU-XXX-24-416-000000

COST:

\$72,469

VENDOR:

Scholastic Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 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. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

This purchase will provide the six (6) campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated improvement is likely for the 2021 – 2022 school year. This learning and professional development will provide teacher resources to the leadership campuses and will align to our goals for improving student writing instruction in the upcoming school year.

INFORMATION SOURCE:

David Saenz

A Professional Learning Proposal Submitted by Scholastic Education
to Fort Worth Independent School District
March 2021



Ashley Sladeczek, Account Executive
asladeczek@scholastic.com

Kathy Griffin, Regional Director of Professional Learning
²⁶⁶
kgriffin@scholastic.com

2021-2022 School Year Professional Learning

Scholastic Education Professional Learning

At Scholastic, we know from research that, “Sustained and intensive professional development for teachers is related to student achievement gains.”¹ Furthermore, “An analysis of well-designed experimental studies found that a set of programs which offered substantial contact hours of professional development (ranging from 30 to 100 hours in total) spread over 6 to 12 months showed a positive and significant effect on student achievement gains.”¹ Therefore, to implement strategies for writing instruction in Fort Worth ISD, Scholastic has designed a comprehensive learning pathway with job-embedded, professional learning and coaching to support educators and instructional leaders in effectively implementing and leading Traits Writing in K-8 classrooms.

Scholastic will partner with Fort Worth ISD to ensure that all professional learning support aligns to the district framework. Scholastic is committed to continuing our partnership with Fort Worth ISD to build teacher and instructional leader expertise in writing instruction.



¹Darling-Hammond, L., Wei, R. C., Andree, A., Richardson, N., & Orphanos, S. (2009). *Professional learning in the learning profession: A status report on teacher development in the United States and abroad*. School Redesign Network at Stanford University.

Section I: What We Heard

Fort Worth Independent School District is seeking a continued partner to help strengthen the literacy expertise of the instructional leaders in the TZ and LAN schools. Throughout the 2020-2021 school year, Scholastic provided professional learning sessions to support the newly implemented Traits Writing program. To continue this support, Fort Worth Independent School District is seeking a partnership with Scholastic with continued focus on writing. Instructional materials, student resources, and professional learning for all teachers will be essential to student success throughout the year. Fort Worth Independent School District has requested a professional learning plan that continues to support the implementation of a new curriculum and continued classroom support throughout the 2021-2022 school year to establish teacher capacity.

Section II: Proposed Partnership Solution

Scholastic will partner with Fort Worth Independent School District to ensure that all job embedded professional learning and instructional coaching aligns to the district-adopted literacy framework. Scholastic is committed to partnering with Fort Worth Independent School District to build school and district expertise and capacity and enable the district to:

Build Teacher Expertise—by providing follow-up job-embedded learning to strengthen teacher, coach and administrator’s expertise implementing Traits Writing through planning and modeled lessons.

Job Embedded Instructional Coaching—Writing teachers in grades K-8 will participate in job embedded one-on-one coaching with an opportunity for teachers and Scholastic Literacy specialists to collaborate on any of the following:

- Traits Writing Program Components
- Traits Writing Effectiveness in the Classroom
- Planning and Preparing your Classroom for Writers Workshop
- Assessing Student Writing using Traits Writing Scoring Guides
- Calibrate Student Writing Assessment

Build Leadership and Instructional Coach Expertise and Support- Scholastic will help build the expertise and capacity of Fort Worth ISD by supporting the campus-based instructional leaders. Throughout the year at three designated dates, Scholastic will collaborate to build common knowledge and leadership expectations that support a high-quality implementation of Traits Writing. Through side-by-side collaborative sessions, campus based instructional leaders will get expert guidance while working toward campus-specific goals. Scholastic Literacy Specialists (SLS) will work with campus Instructional Coaches to plan campus based professional learning three times during the school year.

Section III: Timeline and Scope of Work

Job Embedded Professional Learning Sessions Overview	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April
<i>Model Lessons through 2 hour Professional Learning Sessions</i>	X							
<i>Job Embedded Coaching</i>			X		X		X	
<i>Campus Leadership and Instructional Coaching Support</i>	X			X				X

Month	Campus Support	Focus of Support
September 2021	<i>On-site professional learning 2 hour modeled lessons per grade level per campus</i>	<i>Scholastic Literacy Specialist will model planning and implementing a Traits Writing lesson with each grade level.</i>
September 2021	<i>Campus Leadership and Instructional Coaches</i>	<i>Scholastic Literacy Specialist and Campus Leadership with Instructional Coaches will meet for ½ day following model lessons. Collaboratively, they will plan for Instructional Coach led campus professional learning to support beginning of year student assessment.</i>
November 2021	<i>On-site job embedded instructional coaching</i>	<i>In-person instructional coaching with an emphasis on Traits Writing implementations. Teachers and <i>Scholastic Literacy Specialist</i> will reflect and create individual goals for student success.</i>
December 2021	<i>Campus Leadership and Instructional Coaches</i>	<i>Scholastic Literacy Specialist and Campus Leadership with Instructional Coaches will meet for ½ day following model lessons. Collaboratively, they will plan for Instructional Coach led campus professional learning to support middle of the year student assessment.</i>

January 2022	<i>On-site job embedded instructional coaching</i>	In-person instructional coaching with an emphasis on Traits Writing implementations. Teachers and <i>Scholastic Literacy Specialist</i> will reflect and create individual goals for student success.
March 2022	<i>On-site job embedded instructional coaching</i>	In-person instructional coaching with an emphasis on Traits Writing implementations. Teachers and <i>Scholastic Literacy Specialist</i> will reflect and create individual goals for student success.
April 2022	<i>Campus Leadership and Instructional Coaches</i>	<i>Scholastic Literacy Specialist</i> and Campus Leadership with Instructional Coaches will meet for ½ day following model lessons. Collaboratively, they will plan for Instructional Coach led campus professional learning to end of year student assessment.

*Must be delivered on the same day

Section IV: Pricing

Description	Item #/Price per unit	Quantity (# of units)	Total price
On- Site Professional Learning: Model Lessons	677325 \$2299.00/day	2 days per Elementary School Campus (4) 1 day at Middle School Campus 9 days total	\$20,691.00
Job Embedded Instructional Coaching	677325 \$2299.00/day	28 teachers total = 7 days per visit 3 visit 21 days total	\$48,279.00
Campus Leadership and Instructional Coaches Leadership Coaching	677326 \$3499.00	½ day 1 visit	\$3,499.00
Professional Learning Total for SY21-22			72469.00
Professional Learning Balance for SY21-22			

Section V: Appendix

On- Site Professional Learning: Model Lessons

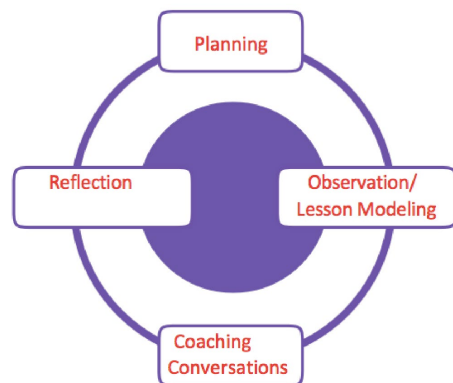
Through grade level meetings, Scholastic Literacy Specialist will:

- Jointly create a Traits Writing plan for a particular class; examine, participate, and clarify understanding of the planning process
- Deliver lesson as teachers observe
- Debrief lesson with focus on next steps, strengths, and needs
- Q&A

Job-Embedded Instructional Coaching

Scholastic Literacy Specialists work side-by-side with leaders and teachers to help them develop cognitive coaching skills and learn instructional strategies that will enhance their expertise to get results in the classroom. Consultants begin by building relationships with leaders and teachers, working with them to identify their needs through pre- and post-conferencing. Consultants then help to set specific, measurable instructional goals and make decisions on data gathering during classroom observations. Coaches enable leaders and teachers to become more self-reflective and “data savvy.”

One of the coaching tools that Scholastic Education uses is the Collaborative Coaching Log, which is a graphic organizer that participants and coaches fill out together by commenting on content area/focus, standards addressed, what's working, challenges, next steps for the teacher and for the coach, and instructional strategies covered. The log is reviewed prior to each coaching session and updated after each coaching session.



During the coaching process, the following goals are addressed:

- Support teachers in planning rigorous and relevant instruction and assessment to increase student achievement through activities such as:
 - Modeling instruction
 - Reflecting on classroom interactions
 - Observing classroom interactions of peers
 - Deepening content knowledge (with a content-area master teacher)
 - Planning with teams of teachers as a PLC
- Support teachers in developing strong relationships with students
- Ensure curriculum and instruction are standards-based

Scholastic Literacy Specialists are comprised of professionals with a variety of learning backgrounds to meet the needs of a wide assortment of grade levels and academic needs. Scholastic Literacy Specialists have extensive training in formal coaching models and mentoring programs. They work with four teachers or coaches per day

Campus Leadership and Instructional Coaches Leadership Coaching

In between professional learning sessions, it's critical to cultivate skills and practices by applying them to your daily routines. Through customized on-site support, our experienced leadership coaches will collaborate with you at every step of the process of implementing initiatives that will transform your schools.

Learning objectives:

- Identify priorities and align initiatives for specified goals
- Create a shared vision and build consensus among multiple levels of stakeholders
- Develop quality data

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS CHRISTIAN UNIVERSITY COLLEGE ADVISING CORPS**

BACKGROUND:

This Memorandum of Understanding between Fort Worth Independent School District and Texas Christian University will continue collaboratively to develop and implement programs and services that foster access to postsecondary education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches, and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well, complete their admissions and financial aid applications, and enroll successfully at the schools they eventually choose. The College Advising Corps has three (3) main aims: to increase the college-going rate at partner schools, to expand the range of colleges and universities to which students apply and in which they enroll, and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture. In the 2021-2022 school year, this initiative will become a key component of our Tarrant To and Through partnership (T3).

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University College Advising Corps
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University College Advising Corps
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-99-152-000000

COST:

\$807,688

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

Carter-Riverside High School	Arlington Heights High School	Benbrook Middle/High School	Diamond Hill-Jarvis High School
Eastern Hills High School	Trimble Technical High School	North Side High School	O.D. Wyatt High School
Paul Laurence Dunbar High School	Polytechnic High School	R.L. Paschal High School	South Hills High School
Southwest High School	Western Hills High School	Collegiate Programming & Advisement	Grants Compliance & Monitoring

RATIONALE:

The success of this effort in year one (1) of implementation, combined with our need to take steps to recover from the pandemic, has led to a need to accelerate the initiative to all of our comprehensive campuses for year two (2).

INFORMATION SOURCE:

David Saenz

Memorandum of Understanding

TCU College Advising Corps & Fort Worth Independent School District

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), **the Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district, (“the District”), and the **following District High Schools** (“the School”):

Arlington Heights (3), Amon Carter-Riverside (3), Benbrook (3), Diamond Hill-Jarvis (5), Paul Laurence Dunbar (5), Eastern Hills (5), North Side (3), R.L. Paschal (3), Polytechnic (5), South Hills (3), Southwest (3), Green B. Trimble Technical (3), Western Hills (5), and O.D. Wyatt (5).

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

The Advising Corps, the District, and the School agree to:

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2021-2022 academic year to discuss the program expectations.
- Work in partnership with the Tarrant To & Through (T3) project led by the Rainwater Charitable Foundation.

The Advising Corps agrees to:

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the

adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; (h) visit the school at least twice per academic year; and (i) will remain open and available to address any issues or concerns that may arise.

- Require the adviser to utilize District programs (for example: FOCUS, Career Cruising, GO Center Kiosk Sign-in and the data collection College and Career Readiness Programs).
- Share monthly reports, relevant data, and research with the District and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term.
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law, regulation, or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than ten (10) days that the School is in session during the term of service specified above.
- Obtain the approval from the Grants, Compliance & Monitoring Department of FWISD to survey students for the College Advising Corps.

The District and School agree to:

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school, and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will: (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena. All data sharing will be governed by the data sharing agreement and process, hereby attached as Exhibit A.

- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred but not required.
- Provide access to student data from the College Board's K12 Educator portal (K12 score reporting portal) to adviser, for the purpose of targeted college and career planning inclusive of PSAT/SAT scores, exam registration history, and AP potential.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.
- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys as approved by the Grants, Compliance and Monitoring Department of FWISD. (if applicable).
- Ensure that the adviser has access to and can utilize the program's web-based data collection tool, email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

Local Match

- The District agrees to provide matching funds, in the amount of \$807,688, to support the costs associated with providing fifty four full-time Advising Corps college adviser at each of the following District High Schools: **Arlington Heights (3), Amon Carter-Riverside (3), Benbrook (3), Diamond Hill-Jarvis (5), Paul Laurence Dunbar (5), Eastern Hills (5), North Side (3), R.L. Paschal (3), Polytechnic (5), South Hills (3), Southwest (3), Green B. Trimble Technical (3), Western Hills (5), and O.D. Wyatt (5)** during the term of this agreement.
- The District agrees to submit payment in full to Texas Christian University, on behalf of the TCU College Advising Corps, in monthly installments of \$89,743.11 per month, starting with the first payment due and payable before October, 1, 2021, and by the first month thereafter for a period of nine months with the final payment of \$89,743.12 due and payable on or before June 1, 2022.

Program Evaluation

- External funding for the TCU College Advising Corps program is provided by both the National College Advising Corps (CAC), Texas Higher Education Coordinating Board (THECB), and the Rainwater Charitable Foundation through the Tarrant To & Through (T3) partnership. As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC, and the Tarrant To & Through (T3) partnership. The District/School is expected to provide all necessary data requested by the evaluation team and CAC with the governance of FWISD Grants, Compliance and Monitoring Department. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. A final copy of any report identifying FWISD whether written or in presentation form should be submitted to the Academic Advisement Department.

- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.
- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

Duration of Agreement

- This agreement applies exclusively to the 2021-2022 academic school year and shall commence on August 1, 2021, and shall terminate on July 31, 2022 unless earlier termination or extension shall occur pursuant to any provision hereof.
- Costs associated with District/School participation in future years, if any, will be determined annually.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Amendments

- Modifications to the MOU shall only be made by written amendment and executed by the Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

Termination

- This MOU will automatically terminate at the end of the agreement on July 31, 2022, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution:

Fort Worth Independent School District

Signature

Date

Jacinto "Cinto" Ramos, Jr., Board President, Fort Worth ISD

Print Name and Title

Signature

Date

Dr. Kent Paredes Scribner, Superintendent, Fort Worth, ISD

Print Name and Title

Texas Christian University

Signature

Date

Dr. Frank Hernandez, Dean, TCU College of Education

Print Name and Title

Signature

Date

Dr. Floyd Wormley, Associate Provost for Research and Dean of Graduate Studies, Texas Christian University

Print Name and Title

DISTRICT CONTACTS:

School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Additional: School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Data Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Human Resources Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

TCU COLLEGE ADVISING CORPS CONTACTS:

ADDRESS : TCU College of Education
J.E. & L.E. Mabee Foundation Education Complex
Bailey Building & Palko Hall
3000 Bellaire Drive N.
Fort Worth, TX 76109

TCU Contact :

NAME : Dr. Frank Hernandez
TITLE : Dean, TCU College of Education
PHONE : (827) 257-7663
EMAIL : frank.hernandez@tcu.edu

Program Contact :

NAME : Matt Burckhalter
TITLE : Director, TCU College Advising Corps
PHONE : (817) 257-4746
EMAIL : m.burckhalter@tcu.edu

Appendix A: Approval from the Fort Worth ISD Grants, Compliance & Monitoring Department to survey District students for the College Advising Corps.

Texas Christian University (TCU) is required annually by the Texas Higher Education Coordinating Board (THECB) and the National College Advising Corps (CAC) to survey participants at randomly selected high schools to evaluate program services.

Attached is an example of the survey used by program evaluators in 2018-19.

Fort Worth ISD’s Grants, Compliance & Monitoring Department provides approval for the Advising Corps to survey district students using a modified version of the 2018-19 survey at randomly selected high schools as determined by program evaluators. The 2022 survey should not significantly differ from the 2019 survey without additional review and approval from the District. District approval must be obtained before this agreement can be fully-executed by the University.

Texas Christian University

Signature

Date

Dr. Frank Hernandez, Dean, TCU College of Education

Print Name and Title

Signature

Date

Dr. Floyd Wormley, Associate Provost for Research and Dean of Graduate Studies, Texas Christian University

Print Name and Title

**CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021**

TOPIC: 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

BACKGROUND:

This Memorandum of Understanding (MOU) is entered into between Texas Christian University and Fort Worth Independent School District (FWISD), a political subdivision of the state of Texas and a legally constituted independent school district located in Fort Worth, Tarrant County, Texas. The Texas Christian University (TCU) College of Education proposes a Counseling Clinic that will provide services for low-income public-school students and community members, and be the site for TCU students to earn their practicum and internship clinical hours. The college's counseling clinic will partner with campuses within the Fort Worth Independent School District (Fort Worth ISD) to provide an array of services to students and families. Texas Christian University College of Education Counseling Clinic agrees to provide screening, assessment, and counseling services for eligible students and families. This agreement will start after both parties sign the agreement and continue through the end of the 2021-2022 school year.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

No Cost

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

Family Resource Center at Riverside

RATIONALE:

This is an expansion of a well-established, mutual partnership with TCU’s School of Education to support Higher Education and provide affordable Mental Health (MH) services to our kids.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS CHRISTIAN UNIVERSITY (TCU)
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FAMILY RESOURCE CENTERS

This Memorandum of Understanding (MOU) is entered into between Texas Christian University and Fort Worth Independent School District (FWISD), a political subdivision of the State of Texas and a legally constituted independent school district located in Fort Worth, Tarrant County, Texas.

SERVICES TO BE PROVIDED BY FWISD

1. **Facilities**: Family Resource Center (FRC) facilities will be made accessible to representatives of the TCU College of Education Counseling Clinic during operating hours in the interest of providing intake, assessment, and other clinical therapy services on site in the FWISD to District students and families. This will include private office space, appropriate equipment therein, group facilitation space, play therapy space, computer terminal access, and telephone access.
2. **Administrative Services**: Administrative services are to include but not be limited to: coordinating client referrals for the TCU College of Education Counseling Clinic intake and assessment, establishing a client flow procedure, establishing administrative policies and procedures for other FRC staff, coordinating the collection and dissemination of FRC service data for evaluative purposes.
3. **Linkage and Coordination**: The FRC Site Coordinator(s) and other FRC staff will facilitate linkage between identified students and families and the TCU College of Education Counseling Clinic representatives, communication with other District campus-level personnel, and follow-up support, as needed, for those students and families referred to the TCU College of Education Counseling Clinic.
4. **Background Checks**: FWISD shall provide TCU with the established background check criteria used by FWISD prior to allowing TCU access to any FWISD student or their families.

II. SERVICES TO BE PROVIDED BY THE TCU COLLEGE OF EDUCATION COUNSELING CLINIC

The TCU College of Education Counseling Clinic agrees to provide counseling services for eligible students and families. To ensure that services are easily accessible, The TCU College of Education Counseling Clinic will:

1. Provide assessments and individual, family, and/or group counseling to students and their families at designated Family Resource Center location(s).
2. Collaborate with FRC Site Coordinators in screening appropriate referrals.
3. Work cooperatively and professionally with other agencies involved to ensure that the client's needs are adequately met.
4. Provide monthly reports to Fort Worth ISD indicating numbers of individuals served and other data as agreed upon.
5. Ensure criminal background checks are successfully completed, at no expense to FWISD, on any TCU staff or interns prior interacting with FWISD students. In no event will TCU place anyone whose background check fails to meet the standards established by FWISD.

III. **EFFECTIVE DATE AND REVIEW.** This agreement will be effective on the date of final execution (Effective Date) by the Parties and shall be reviewed annually by both parties to determine if any revision is necessary. Absent termination consistent with provision IV below, this Agreement is effective for an initial two-year period from the Effective Date and will automatically renew for a second two-year period.

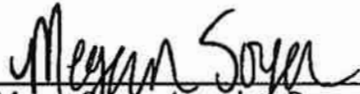
IV. **TERMINATION.** This agreement may be terminated at any time by either party. At least 30 days notice must be given unless otherwise agreed.

V. **PRIVACY INTERESTS.** The privacy of clients shall be protected through the use of informed consent waivers.


VI. **ACCEPTANCE**

By their signature below, the authorized representatives of TCU and Fort Worth Independent School District accept the terms as outlined above.

5-14-21
Date


Megan Sbyer, Associate Provost,
Texas Christian University (Sign/Print)

5/14/2021
Date


Representative Fort Worth Independent School District
(Sign/Print)

Ottis Goodwin
Director, Family & Community Resources

CFM/PI

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: 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

BACKGROUND:

This Interlocal Agreement Between the Fort Worth Independent School District (FWISD) and the City of Fort Worth Parks and Recreation will create a successful, inclusive environment for community members, and students with Intellectual or Developmental Disabilities (IDD) through: promotion of community connections, offering of social outreach, leadership development opportunities, planned events, engaging activities that support social outreach, and leadership development opportunities.

The City of Fort Worth’s Parks and Recreation mission is to work together to build a strong community with a vision to be the most livable and best managed city in the country. The City of Fort Worth’s mission and vision is to provide opportunities for leadership development, community connection and employment for individuals with intellectual or developmental disabilities.

STRATEGIC GOAL:

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

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Selected Elementary Schools with RISE Units	Ridglea Hills Elementary
Westcliff Elementary	Daggett Elementary

RATIONALE:

FWISD and the City of Fort Worth Parks and Recreation desire to create successful inclusive environments for students, community members, and students with IDD through the promotion of community connections, the offering of social outreach, leadership development opportunities, as well as planned events and engaging activities that support social-emotional behavioral development, it being further understood that the goals of both organizations align.

City of Fort Worth desires for Fort Worth Independent School District to provide special education training opportunities for the City staff working with adults and children with IDD: in exchange, the City of Fort Worth will provide Fort Worth Independent School District individuals with intellectual or developmental disabilities students and graduates that are 18 years of age or older with volunteer opportunities and free memberships to its community centers. The residents of the City of Fort Worth will benefit from the Fort Worth Independent School District’s special education training because the City of Fort Worth employees will be better trained to manage adults and children with IDD.

INFORMATION SOURCE:

Jerry Moore

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

This **INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into and by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative. The City and FWISD are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the mission of the City is “Working together to build a strong community” with a vision to “be the most livable and best managed city in the country”;

WHEREAS, this mission and vision include providing opportunities for leadership development, community connection and employment for individuals with intellectual or developmental disabilities (“IDD”);

WHEREAS, the City also seeks to ensure access for all members of the community, encourages volunteerism, and has a need for specialized staff training for working with the special needs population;

WHEREAS, the mission of the FWISD is to prepare all students for success in college, career and community leadership; and seeks to have students become an active member of their community as they transition from school into adulthood through experiencing opportunities available to them, such as job skills, volunteering, responsibility, lifetime recreation and leisure, social groups and outreach.

WHEREAS, both the FWISD and City desire to create successful inclusive environments for students, community members, and students with IDD through the promotion of community connections, the offering of social outreach, leadership development opportunities, as well as through planned events and engaging activities that support social-emotional behavioral development, it being further understood that the goals of both organizations align

WHEREAS, City desires for FWISD to provide special education I training opportunities for City staff working with adults and children with IDD;

WHEREAS, in exchange, the City will provide FWISD’s IDD students and graduates that are 18 years of age or older with volunteer opportunities and free memberships to its community centers;

WHEREAS, the residents of the City will benefit from the FWISD’s special education training because City employees will be better trained to manage adults and children with IDD;

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

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

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties mutually agree to the following:

SECTION 1
TERM AND TERMINATION

1.01 The initial term of this Agreement is for a period of one year, effective beginning on the date that the City's authorized representative executes the Agreement ("Initial Term").

1.02 The Initial Term may be renewed by mutual written agreement of the Parties for ten (10) successive one-year terms under the same terms and conditions of this Agreement (each a "Renewal Term").

1.03 Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party.

1.04 If FWISD breaches a material provision of this Agreement and such breach has not been cured within thirty (30) calendar days after the City sends written notice to the FWISD (or, if additional time is reasonably required in order to cure the breach and provided that FWISD is diligently pursuing the cure, within such additional time as may be necessary), then City will have the right to terminate this Agreement.

1.05 In the event no funds or insufficient funds are appropriated by City in any fiscal period for any of City's obligations under this Agreement, City will notify FWISD of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the obligations herein agreed upon for which funds have been appropriated.

1.06 In the event that this Agreement is terminated prior to the termination date, the City and FWISD will be responsible for their respective duties and obligations under this Agreement up to the effective date of termination.

SECTION 2
DUTIES AND RESPONSIBILITIES OF THE PARTIES

2.01 Duties and Responsibilities

- (a) The FWISD will provide the following:
 - (i) Special Education or training specialists that will provide a minimum of 2 trainings (up to 3 hours in duration) a year for the City's community center staff, which include the following topics:
 - 1. Classroom Management
 - 2. Techniques to engage children with Autism, Attention Deficit Disorders, and Defiant Disorders
 - 3. Handling behavior issues with children with special needs using a mental health approach
 - 4. De-escalation, including aggressive children, children who auto-inflict harm, disarming children with sharp objects who threaten to harm themselves or others
 - 5. Approach to handling runners and ways to restrain children without being physical

- (ii) A confirmation letter to graduates as evidence of prior enrollment in FWISD Special Education program; ID badges will serve as proof of enrollment for current students.
 - (iii) A list of volunteer opportunities at the City for FWISD IDD students and graduates that are 18 years of age or older.
- (b) City of Fort Worth will provide the following:
- (i) Volunteer opportunities for FWISD IDD students and graduates that are 18 years of age or older.
 - (ii) Gold level fitness center memberships to the City's community centers at no charge for any FWISD IDD students and graduates that complete a minimum of two (2) volunteer hours per month for twelve (12) months (or 24 hours per year) within any City department. The membership will be for one full year.
 - (iii) Keep FWISD confirmation letters on file for FWISD students with IDD who graduated from a FWISD school once they have applied for volunteer hours.

SECTION 3

INDEPENDENT CONTRACTOR

3.01 FWISD operates hereunder as an independent contractor and not as an officer, agent, servant or employee of City. FWISD has the exclusive control of, and the exclusive right to control all work to be performed by FWISD pursuant to this Agreement and all persons performing the work, and to the extent allowed by law and without waiver of any immunity of defense, will be solely responsible for the acts and omissions of its officers, members, agents, and employees. City will not be responsible under the doctrine of *respondet superior* for the acts and omissions of FWISD, its officers, members, agents, employees, or contractors.

3.02 The City operates hereunder as an independent contractor and not as an officer, agent, servant, or employee of FWISD. The City will have the exclusive control of, and the exclusive right to control all work to be performed by City pursuant to this Agreement and all persons performing the work, and will be solely responsible for the acts and omissions of its officers, members, agents, and employees. FWISD will not be responsible under the doctrine of *respondet superior* for the acts and omissions of City, its officers, members, agents, or employees.

3.03 Nothing herein will be construed as the creation of a partnership or joint enterprise between City and FWISD. It is further understood that the City will, in no way, be considered a co-employer or a joint employer of FWISD or any employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers of FWISD. Neither FWISD, nor any officers, agents, servants, employees or subcontractors of FWISD will be entitled to any employment benefits from the City. FWISD will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

SECTION 4

INSURANCE

4.01 City and FWISD are basically self-funded entities and, as such, generally, they do not maintain commercial liability insurance policies to cover premises or auto liability. Damages for which City or FWISD would ultimately be found liable would be paid directly and primarily by said party and not be a commercial insurance company.

SECTION 5
CLAIMS AND LIABILITY

5.01 Either Party agrees to notify the other Party promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the Premises. Both Parties agree to make their officers, agents, and employees available to each other at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which a Party may be responsible hereunder.

5.02 Without waiving any defenses including governmental immunity, each Party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with all claims for damages, costs and expenses to any person or property that may arise out of or be occasioned by this Agreement or any of its activities, or from any act or omission of any employee, contractor, or invitee of the Parties to this Agreement. The provisions in this paragraph are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

SECTION 6
NOTICES

6.01 Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City:
City of Fort Worth
Park & Recreation Director
4200 South Freeway, Suite 2200
Fort Worth, TX 76115

FWISD:
Dr. Kent Paredes Scribner
Fort Worth ISD Superintendent of Schools
100 N. University Drive
Fort Worth, TX 76107

With Copies to:
City of Fort Worth
Attn: Assistant City Manager
200 Texas Street
Fort Worth, TX 76102

With Copy to:
Fort Worth Independent School District
Attn: Legal Counsel
100 N. University Drive, SW 172
Fort Worth, TX 76107

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

SECTION 7
NONDISCRIMINATION

7.01 The Parties will not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation or any other prohibited criteria in any decisions relating to this Agreement, and the Parties represent and warrant

that, to the extent required by applicable laws, they are equal opportunity employers and will comply with all applicable laws and regulations in any employment decisions.

SECTION 8
ASSIGNMENT

8.01 City and FWISD will not assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. Except as otherwise provided in this section, no assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other Party. It is understood and agreed that FWISD may use subcontractors for construction and maintenance of the Improvement in accordance with the terms and conditions of this Agreement. City may use contractors to perform its maintenance obligations under this Agreement.

SECTION 9
PARTIES BOUND

9.01 This Agreement is binding upon the successors and assigns of both Parties in like manner as upon the original Parties.

SECTION 10
APPLICABLE LAW AND VENUE

10.01 This Agreement will be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement will be in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

SECTION 11
SEVERABILITY OF PROVISIONS

11.01 If any of the Provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 12
COMPLIANCE WITH LAWS

12.01 The Parties warrant that their obligations will be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. The Parties will comply with all federal, state and local laws.

SECTION 13
RIGHT TO AUDIT

13.01 FWISD agrees that the City will, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of FWISD involving transactions relating to this Agreement. FWISD agrees that the City will have access during normal working hours to all necessary FWISD facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City will give FWISD reasonable advance notice of intended audits. The City will be responsive to its own costs in conducting an audit.

SECTION 14
REMEDIES, SEVERABILITY, HEADINGS

14.01 No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted but each will be cumulative of every other right or remedy given hereunder. The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement will not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

14.02 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants conditions or any other part of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

14.03 The headings in this Agreement are inserted for reference only and will not define or limit the provisions hereof.

SECTION 15
AUTHORIZATION

15.01 The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto and each party hereby certifies to the other Party that any necessary resolution or actions extending such authority have been duly passed and are now in full force and effect.

SECTION 16
FORCE MAJEURE

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

SECTION 17
REVIEW OF COUNSEL

17.01 The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or exhibits hereto.

SECTION 18
IMMIGRATION NATIONALITY ACT

18.01 FWISD will verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, FWISD will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. FWISD will adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any FWISD employee who is not legally eligible to perform such services. FWISD will be responsible for any penalties, liabilities, or losses due to violation of this section by FWISD or its employees, subcontractors, agents, or licensees.

SECTION 19
MULTIPLE ORIGINALS AND ELECTRONIC SIGNATURES

19.01 The Parties may execute multiple originals and multiple counterparts of this Agreement, each of which will be considered an original document.

19.02 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

SECTION 20
SOLE AGREEMENT


20.01 This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the City and FWISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.


20.02 No Party may make, revise, alter, or otherwise diverge from the terms and conditions of this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the City and FWISD's legal advisors and Board of Trustees.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth in Section 1.

CITY OF FORT WORTH By: _____ Valerie Washington Assistant City Manager Date: _____ <i>Recommended:</i> By: _____ Richard Zavala, Director Park & Recreation Department By: _____ Kelli Pickard, Assistant Director Park & Recreation Department APPROVED AS TO FORM AND LEGALITY: By: _____ Tyler F. Wallach Sr. Assistant City Attorney ATTEST: By: _____ Mary J. Kayser City Secretary CONTRACT AUTHORIZATION: M&C: _____ 1295: <u>N/A</u>	FORT WORTH INDEPENDENT SCHOOL DISTRICT: By: _____ Dr. Kent Paredes Scribner Superintendent, Fort Worth ISD Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION By: _____ Jacinto "Cinto" Ramos, Jr. Board President Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY By: _____ Alexander Athanason Fort Worth Independent School District <i>Angelica Underwood, Ed. D. JC</i> Angelica Underwood <i>By Diane Hunking, Ed. D.</i> Director, Special Education
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Corey Golomb, Assistant Superintendent
Specialized Academic Support Services


Jerry Moore
Chief Academic Officer

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR MOBILE RECREATION SUMMER DAY CAMP AND WAIVE ASSOCIATED FEES FOR OPERATING THE CAMP

BACKGROUND:

The Mobile Recreation Summer Day Camp is offered through the City of Fort Worth Parks & Recreation Department (City) in partnership with Fort Worth ISD, and is free of charge to Fort Worth ISD students. The program includes educational activities, fitness and athletics, swimming lessons, fire safety, environmental education, arts and crafts, indoor and outdoor activities and cultural diversity. The program is a structured summer day camp that serves up to 240 students ages 5-14. The camp is scheduled Monday through Friday from June 28 - August 6, 2021, and will be held at four (4) school campuses, namely Briscoe Elementary, William James and Daggett Middle Schools, and Paschal High School. The City is requesting that the District waive the expenses involved, namely utility fees and transportation costs.

In accordance with the Interlocal Agreement, Fort Worth ISD will provide use of the facilities at these four (4) campuses and at the natatorium at Wilkerson-Greines Activity Center, as well as bus transportation for swimming lessons (Monday through Thursday only). The District's custodial staff will already be on-site working their normal schedules. In accordance with Board Policy GKD (Local), rental fees for day-time use of facilities may be waived for qualifying organizations. The costs to be waived are estimated at \$31,807.50 as follows:

Description	Estimated Amount
Utility Fees (4 Schools & Wilkerson-Greines)	\$20,550.00
Transportation	\$11,257.50
Total:	\$31,807.50

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Associated Fees for Operating the Camp
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Associated Fees for Operating the Camp
3. Remand to Staff for Further study.

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-51-6257-001-999-99-414-000000.....	\$20,550.00
	199-34-6125-FTS-999-99-434-000000.....	\$11,257.50

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

Briscoe Elementary School	William James Middle School
Daggett Middle School	Paschal High School
Wilkerson-Greines Activity Center	

RATIONALE:

The Mobile Recreation Summer Day Camp is a summer program that benefits Fort Worth ISD students at no cost to them.

INFORMATION SOURCE:

Michael Ball

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

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), by and through its duly authorized representative.

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

WHEREAS, City, through its Park & Recreation Department, manages and operates a summer day camp program called Mobile Recreation Summer Day Camp (“Program”);

WHEREAS, the Program is a free, structured six week summer day camp that provides various activities and educational programs for approximately 240 area children ages 5-14, including, among other things, fitness and athletic programs, fire safety, environmental education, arts and crafts, indoor and outdoor activities, and cultural programs on diversity;

WHEREAS, children that attend the Program also have the opportunity to participate in off-site swim lessons at Wilkerson-Greines Activity Center;

WHEREAS, FWISD is the primary school district that serves residents of the City of Fort Worth;

WHEREAS, increased academic and physical activities for youth during the summer months have been identified as a major need by teachers, students, parents and community members;

WHEREAS, FWISD and City desire to collaborate to ensure that the needs of the community are met and the purposes of the Program are carried out;

WHEREAS, as part of this collaboration, FWISD wishes to provide the City with space at the following FWISD school locations for the City to conduct the Program: (1) R. L. Paschal High School, (2) Edward J. Briscoe Elementary School, (3) E.M. Daggett Middle School, and (4) William James Middle School;

WHEREAS, FWISD has also offered City the use of its aquatics facility at Wilkerson-Greines Activity Center for the purpose of providing swim lessons, which are facilitated by private swim coaches, swim team members, or swim team staff;

WHEREAS, FWISD also desires to provide bus transportation for children participating in the Program’s off-site swim lessons;

WHEREAS, both parties to this Agreement are individually authorized to perform the functions and services set forth herein;

WHEREAS, City and FWISD desire to set out each party’s roles and responsibilities as they relate to the Program;

WHEREAS, authority has been granted to the City to execute this Agreement through Section 2-9 of the City of Fort Worth Code of Ordinances; and

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

1.
OBJECTIVES AND GOALS

1.1. The primary objectives of the Program shall include the following:

1. Increase leadership and decision-making skills of children.
2. Increase the achievement gap between lower- and higher-income youth by providing equal access to quality summer learning opportunities.
3. Increase childhood literacy by increasing the number of students who participate in reading, science, and mathematic activities.
4. Increase the number of students involved in positive youth development activities that occur outside of school hours and that provide a safe haven for students while reducing disciplinary placements and juvenile crime.
5. Increase the number of students who demonstrate increased proficiency in swimming by providing access to quality swim lessons that help to promote confidence in the water while reducing the drowning rates in Tarrant County. Children participate in lessons four (4) times a week for two (2) sessions.

1.2. The primary goals of the Program shall include the following:

1. Provide opportunities for academic, physical, and cultural enrichment, including providing field trips to various locations throughout Tarrant County, that help to excite children about science, technology, engineering, art and math.
2. Offer participating children a broad array of additional services, programs, and activities that are designed to reinforce and complement the students' regular academic program. Provide access to physical activity, drug and violence prevention programs, art, music, along with various opportunities to be creative.

2.
FUNDING

2.1. FWISD agrees to provide all reasonable bus transportation associated with the Program, including weekly trips for six weeks to and from the four school sites and Wilkerson-Greines Activity Center for swim lessons. FWISD also agrees to fund all electrical, heating, and air conditioning, water and sewer, trash services, and any other utility charges that accrue during the ordinary use of the Program Sites. FWISD also agrees to fund all FWISD staffing and employee costs, including any associated pay and benefits. FWISD will work with the Rainwater Foundation to ensure proper funding for the bus transportation. To the extent that the Rainwater Foundation does not provide adequate funding for the bus transportation, the FWISD agrees to fund any and all costs associated therewith.

2.2. City agrees to fund all City staffing, supplies, and all other allowable Program expenses associated with the operation of the Program that are not funded by FWISD.

2.3. Pursuant to section 791.011 of the Interlocal Cooperation Act, each party paying for performance of governmental functions or services must make those payments from current revenues.

3.
TERM AND TERMINATION

3.1. Unless terminated earlier as set forth herein, the term of this Agreement shall be from May 25, 2021, through August 31, 2021. This Agreement may be renewed for four (4) additional periods upon written agreement of the Parties.

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

3.3 This Agreement is subject to availability of funds from FWISD and City. All amendments and extensions or subsequent contracts entered into for the same or continued purposes will be executed contingent upon the availability of funds. Notwithstanding any other provision in this Agreement or any other document, this Agreement shall terminate in the event of appropriated funds becoming unavailable.

4.
GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 FWISD will:

1. Provide City with the use of certain space at the following four FWISD school locations necessary for City to conduct the day-to-day operations of the Program:
 - a. Daggett Middle School/Daggett Park, 1108 Carlock Street, Fort Worth, Texas 76110
 - b. Edward Briscoe Elementary, 2751 Yuma Ave., Fort Worth, Texas 76104
 - c. R. L. Paschal High School/Forest Park/Tillery Park, 3001 Forest Park Boulevard , Fort Worth, Texas 76110;
 - d. William James Middle School, 1101 Nashville Ave., Fort Worth, Texas 76105
2. Provide City with the use of Wilkerson-Greines Activity Center, 5201 C.A. Robertson Boulevard, Fort Worth, Texas 76119, for the purpose of providing swim lessons. Lessons are facilitated by private swim coaches, swim team members, or swim team staff.
3. Provide bus transportation to and from the four school locations for all swim lessons associated with the Program for the duration of the Program.
 - a. FWISD shall ensure that any and all bus drivers have received all applicable certifications from the Texas Department of Public Safety, including, but not limited to, the School Bus Driver Certification, for the transportation required under this Program.
 - b. FWISD shall ensure that all bus drivers and anyone else employed by FWISD who is or may be present during such transportation activities have undergone any and all criminal background checks required by any Federal, State, or local laws, rules, regulations or policies.
 - c. FWISD shall ensure that all vehicles, including, but not limited to buses, used to carry out the purpose of this Program are in maintained and kept in good working order and comply with any and all Federal, State, and local laws, rules and regulations governing the same.
4. Designate a representative from FWISD to coordinate Program operations with City's designated Program coordinator. Such coordination will include, without limitations, the following:

- a. Internal and external support services, including, without limitation, the use of the Program Sites (including, opening and closing the Program Sites and assistance with any utilities) and use of any equipment contained within the Program Sites.
 - b. Any and all Program transportation issues, including, but not limited to, scheduling procedures for pick-up and drop-off and transportation logistics.
 - c. Communications between Program staff at each individual school site listed in Section 4.1.1 and staff at the Wilkerson-Greines Athletic Center.
 - d. Use of libraries, gymnasiums, cafeterias, computer labs, and activity space at the Program Sites, to the extent applicable and permitted by FWISD.
5. Furnish the necessary utilities and electrical power for the ordinary and intended use of such, including, but not limited to, all electrical, heating and air conditioning, water and sewer, and trash services.
 6. Permit City to bring into the Program Sites any equipment and supplies reasonably necessary to further the purpose of the Program.
 7. Provide parking at the Program Sites sufficient to serve the purpose of the Program, including, but not limited to, parking for Program staff and parents.
 8. Refer FWISD students for Program participation.
 9. Maintain, in good repair, the Program Sites and vehicles used for the Program. In the event any presently installed plumbing, plumbing fixtures, electrical wiring, lighting fixtures, pool equipment, or heating and air conditioning equipment are not in good working condition during the term of this Agreement, FWISD agrees to repair promptly any such defects after receiving written notice from City.

4.2 City will:

1. Provide a Program Coordinator to help oversee implementation and supervision of the Program and work collaboratively with the FWISD in the delivery of Program services (“Program Coordinator”).
 - a. Among other things, City’s Program Coordinator will communicate with FWISD on issues related to support services, including any City equipment necessary for the operation of the Program, use of other City programs that support this Program, use of City libraries and facilities, and City staff.
2. Coordinate Program activities with FWISD staff at the Program Sites.
3. Be responsible for hiring, training, supervising, and terminating City staff on a Program level.
4. Collaborate with community organizations, businesses, and volunteers to support the Program.
5. Provide communication to certain FWISD schools for Program awareness and recruitment.
6. Obtain parental permission for student participation in the Program.
7. Provide for the Program to include subjects in the following areas:
 - a. Health and wellness;
 - b. STEM curriculum;
 - c. Life skills;
 - d. Creative Arts; and
 - e. Service Learning.
8. Make arrangements for United States Department of Agriculture approved snacks.

4.3 The specific information regarding the Program, including the dates, times, locations, participant requirements, activities, and schedules is set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

5.

INDEPENDENT CONTRACTOR

5.1 FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. FWISD shall have the exclusive control of, and the exclusive right to control the work

designated to FWISD to be performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. City shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of FWISD, its officers, members, agents, employees, or officers.

5.2 The City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of FWISD. The City shall have the exclusive control of, and the exclusive right to control the work designated to City to be performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. FWISD shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of City, its officers, members, agents, employees, or officers.

5.3 Nothing herein shall be construed as the creation of a partnership or joint enterprise between City and FWISD. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of FWISD or any employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers of FWISD. Neither FWISD, nor any officers, agents, servants, employees or subcontractors of FWISD shall be entitled to any employment benefits from the City. FWISD shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers.

6.

CLAIMS AND WAIVER OF IMMUNITY

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

6.2 Nothing herein shall be deemed to constitute a waiver or surrender of any immunity, power, or affirmative defense that may be asserted by FWISD or City.

7.

NOTICES

7.1 Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. If notice is deposited in the mail pursuant to this Section, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City:

City of Fort Worth
Parks & Recreation Director
4200 South Freeway, Suite 2200
Fort Worth TX 76115

FWISD:

Fort Worth Independent School District
After School Program Director
100 North University Drive
Fort Worth, Texas 76107

With Copy to:

City of Fort Worth
Attn: Assistant City Manager and City Attorney
200 Texas Street
Fort Worth, Texas 76102

With Copy to:

Fort Worth Independent School District
Attn: Legal Counsel
100 North University Drive, SW 172
Fort Worth, Texas 76107

However, the parties may, periodically, change their respective addresses, and each shall have the right to specify another address, which shall be effective following at least ten (10) days' written notice to the other party.

8.
NONDISCRIMINATION

8.1 The parties shall not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation or any other prohibited criteria in any employment decisions relating to this Agreement, and the parties represent and warrant that, to the extent required by applicable laws, they are equal opportunity employers and shall comply with all applicable laws and regulations in any employment decisions.

9.
INSURANCE

9.1 The City and FWISD are self-funded entities and, as such, generally, do not maintain commercial liability insurance policies to cover premises or auto liability. Damages for which City or FWISD would ultimately be found liable would be paid directly and primarily by said party and not by a commercial insurance company.

10.
LIABILITY AND HOLD HARMLESS

10.1 TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVER OF IMMUNITY OR DEFENSE, EACH PARTY COVENANTS AND AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OTHER PARTY, ITS REPRESENTATIVES, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR ANY OTHER TYPE OF LOSS OR ADVERSE CONSEQUENCE RELATED IN ANY WAY TO THE EXISTENCE OF THIS AGREEMENT OR THE USE OF THE PROGRAM SITES OR FWISD BUSES AND VEHICLES, REGARDLESS OF WHETHER THE ACT OR OMISSION COMPLAINED OF RESULTS FROM THE ALLEGED NEGLIGENCE OR ANY OTHER ACT OR OMISSION OF FWISD, CITY, OR ANY THIRD PARTY.

10.2 FWISD agrees that City shall not be liable for any loss, injury, or damage whatsoever suffered or incurred by FWISD or its officers, agents, representatives, employees, invitees, and contractors, except to the extent caused by the negligence of City.

10.3 City agrees that FWISD shall not be liable for any loss, injury, or damage whatsoever suffered or incurred by City or its officers, agents, representatives, employees, invitees, and contractors, except to the extent caused by the negligence of FWISD.

11.
FIXTURES

11.1 FWISD agrees that no property or equipment, owned or installed by City, or any representative of City, shall, under any circumstances, become a fixture, and that City reserves the right to remove any and all such property or equipment at any time during the term of this Agreement, or subsequent to its termination by either party. FWISD further agrees that FWISD will, at no time, hold or retain, any property owned or installed by City, for any reason whatsoever.

12.
SEVERABILITY

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

13.
WAIVER OF DEFAULT

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

14.
APPLICABLE LAW AND VENUE

14.1 This Agreement shall be construed in accordance with the laws of the State of Texas.

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

15.
THIRD-PARTY RIGHTS AND ASSIGNMENT

15.1 The provisions and conditions of this Agreement are solely for the benefit of City and FWISD, and any lawful assign or successor of FWISD, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

15.2 The parties will not assign or subcontract any of their rights or responsibilities under this Agreement without a prior formal written amendment to this Agreement properly executed by parties. This Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

16.
AMENDMENTS, CAPTIONS, AND INTERPRETATION

16.1 Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may not be modified or amended except upon the written consent of both City and FWISD.

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

16.3 In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

17.
FORCE MAJEURE

17.1 If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God: strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades;

insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended during the continuance of such event.

18.
COMPLIANCE WITH LAWS

18.1 This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of City's Charter and ordinances, as amended.

18.2 If City notifies FWISD or any of its officers, agents, employees, contractors, subcontractors, licensees, volunteers, or invitees of any violation of such laws, ordinances, rules or regulations, FWISD shall immediately desist from and correct the violation.

19.
AUTHORIZATION AND COUNTERPARTS AND ELECTRONIC SIGNATURES

19.1 By executing this Agreement, each party's agent affirms that he or she is authorized to execute this Agreement and that all representations made herein with regard to each party's identity, address, and legal status are true and correct.

19.2 This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

20.
SOLE AGREEMENT

20.1 This written instrument and any attached exhibits constitute the entire understanding between the parties hereto concerning the work and services to be performed. Any prior or contemporaneous, oral or written agreement, that purports to vary from the terms hereof shall be void.

21.
NON-ISD SPONSORING ORGANIZATIONS

21.1 Any non-ISD sponsoring organizations wishing or planning to sponsor a school campus, or a site that is located on a school campus, shall provide a signed agreement to the Texas Department of Agriculture from the appropriate FWISD Official for each of the sites that the non-ISD sponsoring organization is submitting for approval. The agreement must confirm that the appropriate FWISD Official has given permission for the non-ISD sponsoring organization to service the school campus, or site that is located on a school campus, (the agreement must include all of the school campuses, or sites located on a school campus, that the non-ISD sponsoring organization is submitting for approval), the program that the non-ISD sponsoring organization is allowed to operate on each school campus or site that is located on a school campus, and the effective date of the agreement.

21.2 FWISD agrees that it has not and will not provide the same services at the same time as the services proposed to be provided or provided by a non-ISD sponsoring organization.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Tarrant County, Texas:

CITY OF FORT WORTH By: _____ Valerie Washington Assistant City Manager Date: _____ <i>Recommended:</i> By: _____ Richard Zavala, Director Park & Recreation Department By: _____ Sandra Youngblood, Assistant Director Park & Recreation Department By: _____ Kelli Pickard, Assistant Director Park & Recreation Department APPROVED AS TO FORM AND LEGALITY: By: _____ Nico Arias Assistant City Attorney ATTEST: By: _____ Mary J. Kayser City Secretary CONTRACT AUTHORIZATION: M&C: <u>NA</u> 1295: <u>N/A</u>	FORT WORTH INDEPENDENT SCHOOL DISTRICT: By: _____ Dr. Kent Paredes Scribner Superintendent, Fort Worth ISD Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION By: _____ Jacinto "Cinto" Ramos, Jr. Board President Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY By: _____ Alexander Athanason Staff Attorney
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Contract Compliance Manager:

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

Sandra Medina, Program Coordinator
Park & Recreation Department

EXHIBIT A



Mobile REC Summer Day Camp 2021

Dates

- | | |
|----------------------|---|
| *June 1 | Flyer Distribution in schools/online
Registration online |
| *June 21-June 25 | Recreation Leader Orientation |
| *June 21 and June 25 | Parent Conference- online/zoom |
| *June 28 –August 6 | Camp dates |
| *July 2-5 | Independence Holiday – No Camp |

Locations:

**William James Middle School/Sycamore Park
1101 Nashville, 76105**

**Edward Briscoe Elementary
2751 Yuma Ave, 76104**

**Daggett Middle School/Daggett Park
1108 Carlock, 76110**

**Paschal High School/Forest Park/Tillery Park
3001 Forest Park Blvd, 76110**

**Wilkerson Greines (Swimming Program)
5201 CA Roberson Blvd, 76119**

Hours of Operation

Monday – Friday

9:00 AM – 3:00 PM

Staff will be on site from 8am – 4pm

Mornings Mobile REC is located in nearby Parks/Playgrounds

**Afternoons Mobile REC is located in classroom/portables for 60 campers-
gym and cafeteria for lunch**

Free Summer Lunches and Snacks provided Monday through Friday to children 17 and under.

Field Trips

2 buses per site Monday - Thursday for 60 children at each Mobile REC camp to swimming lessons for 6 weeks

Activities –

**Recreational Sports – Tennis, hockey, football, volleyball, etc.
Worth Reading Program w/ Fort Worth Public Library
STEM Science Experiments – Engineering Adventures
Arts and Crafts
Drama- Puppet Theater
Lego Robotics Lab
Snap circuit
Character Development
Biking, Archery, Angler
Swimming**

Collaborations

**Fort Worth Independent School District
Read Fort Worth
Rainwater Charitable Foundation
City of Fort Worth Library
Fort Worth Nature Center
4-H and Youth Development Cooperative Extension Program
Museum of Science and History
First TEE**

**Transportation Schedule
Swimming
Monday – Thursday 12:30 pm – 2:30 pm**

Bus Schedule	Monday	Tuesday	Wednesday	Thursday
Departure– 12:00pm Arrival 12:15 – 12:30 Swim	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers	Paschal Mobile REC Camp 1 60 campers
Departure 12:15 pm Arrival 12:30 pm 1:00 Swim	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers	William James Mobile REC Camp 2 60 campers
12:45 pm Departure Arrival 1:00 pm 1:30 Swim	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers	Daggett Mobile REC Camp 3 60 campers
1:30 pm Departure Arrival 1:45 pm 2:00 Swim	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers	Edward Briscoe Mobile REC Camp 4 60 campers

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **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**

BACKGROUND:

As required by federal and state law, Fort Worth ISD provides educational instruction and related services to middle school and high school-aged patients in need of psychiatric services and admitted at the John Peter Smith (JPS) Hospital. The term of this agreement will begin July 1, 2021, to June 30, 2024, with the option to renew for up to two (2) additional one (1) year terms.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Tarrant County Hospital District DBA JPS Health Network

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

Fort Worth ISD Middle and High Schools

RATIONALE:

The Fort Worth ISD is required by federal and state law to provide educational services to school-age patients who are hospitalized.

INFORMATION SOURCE:

Jerry Moore

INTERLOCAL AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES

This Interlocal Agreement for the Provision of Educational Services (“Agreement”) is effective July 1, 2021 (“Effective Date”), and entered into by and between **Tarrant County Hospital District, d/b/a JPS Health Network (“JPS”)** and the **Fort Worth Independent School District (“FWISD”)**, each a unit of local government, having been duly authorized by their respective governing bodies pursuant to and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into this Agreement. JPS and FWISD may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, JPS, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, JPS has developed and maintains the infrastructure, expertise and resources necessary to provide clinical and behavioral health care services to middle school and high school aged patients admitted to its Trinity Springs campus in Fort Worth, Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to provide educational instruction and related services to the middle school and high school aged patients admitted to JPS’s Trinity Springs Pavilion for Psychiatric Services in Fort Worth, Tarrant County, Texas (“Trinity Springs”); and

WHEREAS, it is the Parties’ intention to mutually establish and maintain a quality educational instruction program to benefit the residents of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, in accordance with Texas Government Code § 791.011, the Parties desire to set forth the purpose, terms, rights, and duties of the Parties with respect to this Agreement and its purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, JPS and FWISD hereby agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Agreement:** Agreement shall mean this Interlocal Agreement between JPS and FWISD for the Provision of Educational Services.
- 1.2 Educational Team:** The Educational Team shall mean persons duly certified by the State of Texas to deliver educational instruction in Texas, and who are employed by FWISD to deliver educational instruction to the Eligible Children under the direction of the FWISD Homebound Principal (defined herein).
- 1.3 Eligible Child(ren):** Eligible Child(ren) shall mean an individual who is between the ages of 13 years old and 17 years old and who is admitted as a patient at Trinity Springs.
- 1.4 FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.

- 1.5 **FWISD Homebound Principal:** The FWISD Homebound Principal shall mean the FWISD administrator tasked with the responsibility for organizing the delivery of educational instruction to the Eligible Children.
- 1.6 **Health Care Team:** The Health Care Team shall mean the staff/personnel (as determined in JPS's sole discretion) providing clinical and behavioral health care services to the Eligible Children at Trinity Springs. Decisions regarding the Trinity Springs clinical and behavioral health care services staffing levels and adjustments to Trinity Springs staffing configurations shall be determined at the sole discretion of JPS.
- 1.7 **HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and the regulations promulgated thereunder, as amended.
- 1.8 **Protected Health Information or PHI:** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- 1.9 **Student Education Records:** Student Education Records shall mean the Eligible Child(ren)'s confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.

ARTICLE 2. TERM AND TERMINATION

- 2.1 This Agreement replaces the Parties' existing Interlocal Agreement for the Provision of Educational Services effective July 1, 2019.
- 2.2 This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years. Thereafter, the Agreement ^{may be renewed} will automatically renew for up to two (2) additional one (1) year terms ~~(each a "Renewal Term" and collectively together with the Initial Term, the "Term") unless terminated earlier by either Party.~~ ^{with the mutual written consent of both parties.}
- 2.3 During the Term, either Party may, at any time, give the other Party thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate at the end of such thirty (30) days.

ARTICLE 3. EDUCATIONAL INSTRUCTION SERVICES

- 3.1 FWISD shall provide the Educational Team at Trinity Springs for the provision of educational instruction to the Eligible Children under the direction of FWISD's Homebound Principal, according to the educational curriculum devised by FWISD, in its sole discretion, to be appropriate to the grade level and cognition level of the Eligible Children.
- 3.2 All clinical services shall be provided by the Health Care Team, at JPS's sole discretion, and under the direction of a supervising physician (who, at JPS's sole discretion, may or may not be onsite).
- 3.3 The Health Care Team and the Educational Team shall confer with each other regarding prescribed treatments and appropriate educational instruction provided to the Eligible Children.

- 3.4 The proposed hours of service for delivery of the educational instruction to the Eligible Children shall be determined by the Parties in consultation each with the other.
- 3.5 The Educational Team will provide the educational instruction to the Eligible Children onsite at Trinity Springs.

ARTICLE 4. FACILITIES; MAINTENANCE; INSTRUCTIONAL MATERIALS

- 4.1 **Responsibilities of FWISD.** FWISD shall be responsible for the provision of all curriculum related matters, including all instructional materials, visual aids, textbooks, electronic devices and other related items and services necessary for the delivery of the educational instruction to the Eligible Children.
- 4.2 **Responsibilities of JPS.** JPS shall provide suitable facilities at Trinity Springs "Facilities") for the Educational Team to deliver the educational services to the Eligible Child(ren). JPS shall maintain the Facilities and shall provide all janitorial services to the Facilities.

ARTICLE 5. COMPLIANCE

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party shall comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate compliance, except for records that are confidential and privileged by law.

- 5.1 **FERPA Compliance.** The Parties acknowledge that certain information about the Eligible Child(ren) is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of FERPA and related FWISD Board of Trustees Policy ("FWISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the Eligible Child(ren) or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's receipt of a request from JPS related to a particular Eligible Child, FWISD shall advise JPS whether that Eligible Child or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, JPS agrees that it may from time to time create, receive from or on behalf of FWISD, or have access to such FERPA Records. JPS represents, warrants, and agrees that, to the extent JPS receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement; (b) required by law; or (c) otherwise authorized by FWISD, and/or the Eligible Child(ren) or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which JPS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD, JPS agrees to provide FWISD with a written summary of the procedures JPS uses to safeguard the FERPA Records.
- 5.2 **HIPAA Compliance.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding Eligible Child(ren), and shall

comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of PHI regarding Eligible Child(ren). Without limiting the obligations of FWISD otherwise set forth in this Agreement or imposed by applicable law, FWISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD performs in connection with this Agreement, including but not limited to, HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”) and the Health Insurance Reform: Security Standards (the “Security Standard”) published by the U.S. Department of Health and Human Services (“HHS”) at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD shall:

- 5.2.1 not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- 5.2.2 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the JPS and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- 5.2.3 comply with Subpart C of 45 CFR Part 164 with regard to electronic PHI to prevent unauthorized use or disclosure of PHI;
- 5.2.4 report to JPS any use or disclosure of PHI not provided for by this Agreement, and report any breach of unsecured PHI or security incident, of which FWISD becomes aware;
- 5.2.5 make PHI available to JPS in accordance with applicable law;
- 5.2.6 permit JPS to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- 5.2.7 make available to JPS the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;
- 5.2.8 to the extent FWISD is to carry out JPS’s obligation under Subpart E of 45 CFR Part 164, FWISD to comply with the applicable requirements of Subpart E in the performance of such obligation;
- 5.2.9 make FWISD’s internal practices, books, and records relating to the use and disclosure of PHI received from JPS reasonably available to the Secretary of the United States Health & Human Services for purposes of determining JPS’s compliance with applicable law;
- 5.2.10 upon expiration or termination of this Agreement, return to JPS or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD’s use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible; and

5.2.11 ensure that any subcontractors that will have access to PHI agree to the same restrictions and conditions that apply to FWISD with respect to such information.

FWISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith. JPS may terminate this Agreement if JPS determines that FWISD has violated a material term of this Section 5.2. The terms used in this Section 5.2 and not otherwise defined in this Agreement shall have the meanings assigned to them in the regulations promulgated under HIPAA.

ARTICLE 6. MISCELLANEOUS

6.1 Entire Agreement; Amendment. This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived only by a separate writing executed by the Parties expressly so amending, modifying or waiving this Agreement.

6.2 Independent Relationship. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

6.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

6.4 Dispute Resolution. In the event of a dispute between the Parties regarding the Parties' respective responsibilities, the Parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both Parties.

6.5 Insurance. Each Party shall maintain at all times during this Agreement:

6.5.1 self-insurance with combined limits of not less than \$100,000 per person and \$300,000 per occurrence for **bodily injury**, including death (in keeping with the terms of the Texas Tort Claims Act);

6.5.2 self-insurance with limits of not less than \$100,000 per occurrence for **property damage** (in keeping with the terms of the Texas Tort Claims Act);

6.5.3 **workers' compensation** self-insurance up to \$600,000 per occurrence; and

6.5.4 excess **workers' compensation** insurance with a statutory maximum indemnity limit of \$2,000,000 per occurrence.

Each of the Parties is a political subdivision of the State of Texas and is subject to the Tort Claims Act.

6.6 Press Releases. Neither Party shall: (i) make any press release, public statement, or advertisement referring to this Agreement, or the Party's relationship with the other Party in connection with the Agreement, or (ii) release any information regarding the Agreement, for publication, advertisement or any other purpose without the prior written consent of the other Party.

- 6.7 Force Majeure.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, pandemics, or any similar cause beyond the reasonable control of the Parties.
- 6.8 Texas Public Information Act.** The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each Party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.
- 6.9 Fiscal Funding.** The Parties hereby acknowledge that each of JPS and FWISD are each governmental entities subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.
- 6.10 Binding Agreement.** The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
- 6.11 Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

If to FWISD: Dr. Kent Scribner
Superintendent of Schools
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, TX 76107

With a copy to: Office of Legal Services
Fort Worth Independent School District

100 N. University Dr., Suite SW 172
Fort Worth, TX 76107

If to JPS: Tarrant County Hospital District
Robert Earley, President and CEO
1500 S. Main St.
Fort Worth, TX 76104
Telephone: (817) 927-1234
Fax: (817) 924-1207

With a copy to: Chief Legal Officer
Tarrant County Hospital District
1500 S. Main St.
Fort Worth, TX 76104

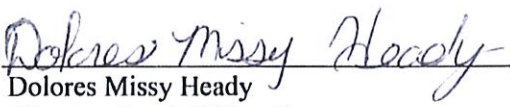
6.12 Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

[Signature page follows]

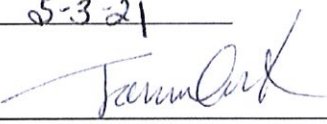
IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

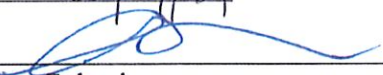
Fort Worth Independent School District


**Tarrant County Hospital District
d/b/a JPS Health Network**


By: 
Dolores Missy Heady
Director, Special Education
Date: 5-3-21

By: _____
Robert Earley
President & CEO
Date: _____

By: 
Janice Carter
Executive Director, Special Education
Date: 05/04/21

By: 
Corey Golomb
Assistant Superintendent
Specialized Academic Support Services
Date: 5/7/21

By: 
Jerry Moore
Chief Academic Officer
Date: _____

By: 
Alexander Athanasou
Legal
Date: 5/27/2021

By: _____
Kent P. Scribner, Ph.D.
Superintendent of Schools
Date: _____

By: _____
Jacinto Ramos, Jr.
President, Board of Education
Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND COOK CHILDREN’S MEDICAL CENTER**

BACKGROUND:

This Memorandum of Understanding Between Fort Worth Independent School District (District) and Cook Children’s Medical Center will provide educational services and instruction to children and youth hospitalized at the medical facility. The District has been providing services for many years, and has a total of seven (7) Teachers and two (2) Teacher Assistants working in the medical, psychological and neurological units at Cook Children’s Medical Center. These personnel serve General Education as well as Special Education children and youth hospitalized in these units. The term of this agreement will begin November 1, 2021, for one year. This agreement will automatically be renewed for up to four (4) additional one (1) year terms.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children’s Medical Center
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children’s Medical Center
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children’s Medical Center

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Cook Children's Medical Center

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

General Education as well as Special Education children and youth hospitalized at Cook Children's Medical Center have a right to receive educational services and instruction while receiving medical care.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING
BETWEEN
**COOK CHILDREN'S MEDICAL
CENTER**
AND
**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

This Memorandum of Understanding (the "Agreement") is entered into as of November 1, 2021, by and between Cook Children's Medical Center ("Cook Children's") and Fort Worth Independent School District ("FWISD") (collectively, the "Parties," or individually, a "Party").

PERFORMANCE OF SERVICES

1. **SCOPE OF AGREEMENT.** FWISD agrees to provide educational services and instruction to patients at Cook Children's on an agreed to and designated basis as set forth herein. Each party shall abide by all applicable local, state, or federal statutes, ordinances, and regulations. FWISD and its representatives, employees, agents, and volunteers shall abide by Cook Children's Code of Conduct, occupational health guidelines, policies and procedures, and requirements related to confidentiality of patient information, as they now exist or may be amended from time to time.
2. **QUALIFICATIONS.** FWISD shall provide to Cook Children's any and all documentation of relevant professional credentials, experience and continuing education that may be requested by Cook Children's.
3. **FITNESS FOR SERVICE.** FWISD and its representatives, employees, agents, and volunteers shall agree and submit to the following:
 - a. A health screen through Cook Children's Occupational Health;
 - b. Proof of all required immunizations, including MMR (Measles, Mumps, Rubella), Varicella, Tdap, Hepatitis B, and annual influenza;
 - c. Annual TB testing; and
 - d. A background check, which includes a check for criminal records, bankruptcy information, driving history, etc.
4. **INSERVICE AND ORIENTATION TO THE FACILITY.** FWISD and its representatives, employees, agents, and volunteers agree to participate in orientation and in-service as determined necessary by Cook Children's.
5. **SERVICES/MATERIALS PROVIDED BY FWISD.** FWISD will supply text books and teachers to provide educational services and instruction to Cook Children's patients. The number of teachers and their areas of assignment shall be mutually agreed upon by the Parties prior to the start of each academic year.

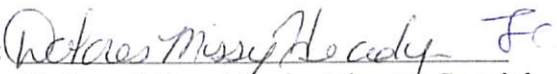
6. **SERVICES/MATERIALS PROVIDED BY COOK CHILDREN'S.** Cook Children's will provide necessary conference and classroom space, computer access and/or laptops for patient use, classroom supplies, and Cook Children's email addresses for any teacher providing services under this MOU.
7. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, it is mutually understood and agreed that FWISD and its representatives, employees, agents, and volunteers are at all times acting as independent contractors for Cook Children's and not as employees or lessees of Cook Children's. FWISD and Cook Children's are not engaged in a joint venture. Cook Children's shall have no control over the method and manner of services provided under this Agreement.
8. **NO CLAIM FOR EMPLOYEE BENEFITS.** As independent contractors, FWISD and its representatives, employees, agents, and volunteers are not entitled to benefits of any kind from Cook Children's, and shall have no claim under this Agreement or otherwise against Cook Children's for Worker's Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits.
9. **TERM AND TERMINATION.**
 - A. **TERM.** The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. Unless terminated by either party as set forth below, this Agreement will automatically renew for an additional four year term.
 - B. **AMENDMENT.** Any Term and Termination in this Agreement may be amended in writing from time to time by the parties hereto.
 - C. **TERMINATION AT WILL.** Either party may terminate this Agreement at any time, without cause, by providing to the other party not less than thirty (30) days prior written notice of such termination.
 - D. **TERMINATION FOR CAUSE.** Cook Children's will at all times have the right to immediately, without prior notice, terminate this Agreement for cause as reasonably determined by Cook Children's. Cause will include, but is not limited to, conduct on the part of FWISD, its representatives, employees, agents, or volunteers, which is deemed inappropriate by Cook Children's staff or which involves imminent threat to the health and safety of any Cook Children's patient, physician, staff member, volunteer, or visitor.
10. **CONFIDENTIALITY OF PATIENT INFORMATION.** FWISD will not receive from Cook Children's, or collect, store or maintain Protected Health Information (as

defined by the Health Insurance Portability and Accountability Act of 1996 and its Privacy Rules as codified under 45 C.F.R. Parts 160 and 164 (collectively the "HIPAA Regs"), except that FWISD, its representatives, agents, employees and volunteers may receive from Cook Children's the names of participating patients. FWISD and its representatives, employees, agents, and volunteers agree to abide by all federal and applicable state law with respect to maintaining the confidentiality of patient information, including the confidentiality and privacy requirements set forth and corresponding regulations, including the HIPAA Regulations.

11. ASSIGNMENT. FWISD shall not, without the prior written consent of Cook Children's, assign any rights or delegate any duties except as otherwise expressly stated in this Agreement.
12. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE WILL BE IN TARRANT COUNTY, TEXAS.
13. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to such subject matter. This Agreement may not be modified except by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this __ day of _____, 2021.


By: _____
Jack Sosebee, Vice President
**Cook Children's Medical
Center**
801 Seventh Avenue
Fort Worth, Texas
76104(682) 885-4000

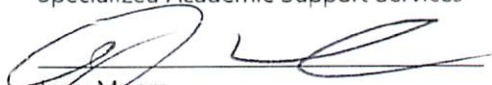
By: 
Dolores Missy Heady, Director Special
Education
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107
(817) 814-2000


Fort Worth Independent School District:

Dr. Kent Scribner
Superintendent of Schools

Jacinto Ramos, Jr.
Board President


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services


Jerry Moore
Chief Academic Officer


Alexander Athanason
Attorney

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND BEST BUDDIES INTERNATIONAL**

BACKGROUND:

This Memorandum of Understanding is meant to affect a collaborative agreement between Fort Worth ISD and Best Buddies International, Inc. Best Buddies International, Inc. will work collaboratively with the District to design, facilitate, staff and provide support, materials and training for creating opportunities for peer partnerships and leadership development for participating peers. Chapters to be established on each traditional high school campus by the academic year 2025 with at least three (3) established during the 2021-2022 academic year. Best Buddies International, Inc. representatives will work with campus administrators to set-up and support chapters through collaborative work with campus-based sponsors.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-0EI-035-24-513-000000-22F13

COST:

\$4,550

VENDOR:

Best Buddies International, 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

Special Education Transition Services
Participating Fort Worth ISD Departments

RATIONALE:

This service affords students with disabilities an opportunity to establish friendships and peer partnerships with age-appropriate peers without disabilities. Through reciprocal relationships, students with moderate learning differences work in partnership with peers without disabilities planning and coordinating activities and enjoying age-appropriate experiences meant to maximize full integration into the larger school community.

INFORMATION SOURCE:

Jerry Moore

**Memorandum of Understanding
Between
Fort Worth Independent School District
And
Best Buddies**

This Memorandum of Understanding (“MOU”), entered into as of 1st day of July, 2021, between Best Buddies and Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district (hereinafter referred to as “the District”), provides the terms and conditions pursuant to which Best Buddies will design, facilitate, staff, provide support, materials, and training for creating opportunities for one-to-one friendships and leadership development for students with intellectual and developmental disabilities (IDD). It is further understood that the goals set forth in this MOU will be met through the collaborative endeavors of both organizations.

Mission Statements

Whereas, the mission of Best Buddies is to create a global volunteer movement that provides opportunities for one-to-one friendship, leadership development, integrated employment, and inclusive living, for individuals with IDD;

Whereas, the mission of the District is to prepare all students for success in college, career, and community leadership; and

Whereas, both the District and Best Buddies desire to create inclusive school environments for students with IDD through the promotion of one-to-one friendships, the offering of social mentoring, leadership development opportunities, the provision of student-run friendship clubs (“Best Buddies chapters”), as well as through planned events and engaging activities that support social-emotional behavioral development, it is further understood that the goals of both organizations align.

Now therefore, the parties are entering into this MOU to advance the aforementioned goals.

I. Introduction

A. Term:

1. The period of performance under this MOU will begin from the date of execution of this MOU by both parties and shall continue for a period of one (1) year ("Term"), unless terminated at an earlier date as provided herein.
2. The Term of this MOU may be renewed on an annual basis if mutually agreed to in writing by both parties.

II. Respective Duties and Responsibilities

A. The District will:

1. Provide school principals the opportunity to facilitate Best Buddies chapters.
2. Facilitate distribution of materials to participating schools/teachers.
3. For each chapter, provide a faculty advisor and a special education advisor (teacher) to work with Best Buddies program staff to provide the support and information needed to facilitate a student-run friendship club.
4. Provide a special education advisor to supervise participating students during the student-run friendship club.
5. Provide representatives of Best Buddies with feedback on materials and program effectiveness via brief online survey sent in April of each year and/or interviews.
6. Organize and lead group activities and provide support for one-to-one friendship contacts/activities for Best Buddies chapter members.
7. Manage buddy pairs to meet at least two (2) one-to-one activities per month and maintain weekly communication. These activities can be during school on campus or outside of school in the community.
8. Conduct at least two (2) group activities per semester for peer buddies and buddies to get together as a group for a social activity during the academic year.
9. Utilize Best Buddies Online to report on chapter activities.
10. Submit a \$350 fee for each Best Buddies chapter (only applicable for high school chapters) due annually by June 1. The cost associated with this Agreement will not exceed the funding for thirteen (13) chapters. As such, the total cost will not exceed \$4,550 annually. Payment will be made in full, with any offset supplied due to monies earned through fundraising or other efforts.

11. Require student participants to complete the Best Buddies application, secure parental consent, and photo release on the Best Buddies Online chapter portal for the school.
12. Identify a minimum one student to attend the annual Best Buddies Leadership Conference at Indiana University each July. The fees for this conference are covered in the annual chapter dues.

B. Best Buddies will:

1. Provide a staff liaison, known as the Program Manager, to support the execution of chapters and provide oversight and guidance to Chapter President, Faculty Advisor, and Special Education Advisor (chapter leadership). Staff liaison will be available, as needed, for coaching and support to chapter leadership.
2. Create and manage marketing and training materials to be used by student leaders, faculty advisors, and special education advisors in the execution of chapters, and provide free access to materials to be used throughout the academic year. Best Buddies will further provide guidance and oversight to chapters in the creation of their own marketing and trainings materials.
3. Provide clear expectations and goals for chapters and provide feedback on performance to goals and expectations.
4. Conduct two (2) trainings in the academic year and encourage chapter leadership to attend. Best Buddies will host a training in the Fall semester, known as Local Leadership Training Day, and a training in the Spring semester, known as Back to Best Buddies. Best Buddies will notify chapters in a timely manner of the delivery of above mentioned trainings and will provide virtual trainings to chapters unable to attend.
5. Host International Leadership Conference (LC) annually in July on the campus of Indiana University, and provide supervision and support for students to attend, including conducting information meetings for parents, provide flight recommendations, and provide staff supervision for students attending the conference.
6. Provide Best Buddies Online system for chapter management troubleshooting chapter issues as they arise and providing training on how to use the online platform.


III. Miscellaneous Terms

- A. Termination. This MOU can be terminated by either party at any time with at least 7 days prior written notice to the other party, with or without cause.
- B. Confidentiality. Best Buddies understands and agrees not to divulge any proprietary or confidential information to any party without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA") Best Buddies agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information including entering into any additional agreements related to the care and confidentiality of such information.
- C. Independent Contractor. It is expressly understood and agreed by both parties hereto that the District is contracting with Best Buddies as an independent contractor. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Best Buddies.
- D. Hold Harmless. The District and its employees can neither agree to hold Best Buddies harmless nor agree to indemnify Best Buddies, and any contracts or provisions to the contrary are void.
- E. Agreement Modifications. Except as otherwise provided, this MOU shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this MOU.
- F. Governing Law and Venue. This MOU and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.

[SIGNATURE PAGE TO FOLLOW]

IV. Signature of Parties


All terms of this MOU are fully understood and accepted by all parties and as represented by the signers of this MOU.


Dianne K. Hawkins, Ed.D., Director, Special Education
Fort Worth Independent School District

4.26.21
Date

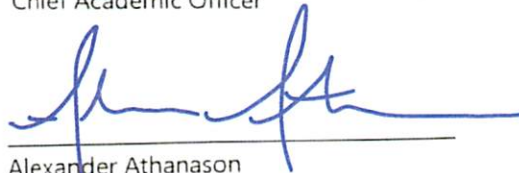

Anthony K. Shriver
Best Buddies International, Inc.

4/13/21
Date


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Dr. Kent Scribner
Superintendent of Schools


Jerry Moore
Chief Academic Officer


Alexander Athanason
Attorney

Jacinto Ramos, Jr.
Board President

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE LEASE OF REAL PROPERTY AND MINERAL RIGHTS FOR LOT 21 AND 22, BLOCK 6, EASTBROOK ADDITION, TARRANT COUNTY, TEXAS**

BACKGROUND:

Fort Worth Independent School District (“FWISD”) owns a thirty (30) acre unleased mineral interest near Handley Middle School in South East Fort Worth (Lot 21 & 22, Block 6, Eastbrook Addition, Tarrant County, Texas (30.0 net mineral acres)). The mineral interest in question was originally leased (“OGML”) by Chesapeake Exploration on December 11, 2007. The OGML was placed into the Ramey Declaration of Pooled Unit (DPU), and the Ramey 1H was drilled in April 2008, but never completed. As a result, the lease expired.

On January 26, 2021, the Board approved a resolution authorizing the lease of real property and mineral interests for the 30-acre tract. In accordance with Section 71.005 of the Natural Resources Code, notice of the proposed lease was advertised and published, and bids were requested. One vendor responded to RFP 21-078, Total E&P USA Barnett, LLC. The response to the bid is, as follows:

Lease Bonus: \$15,000

Total Lease Bonus: (\$500.00 per net mineral acre)

Lease Royalty: ¼

Lease Term: Two (2) years (Paid-Up)

The District is seeking approval of the lease of real property and mineral rights for Lot 21 & 22, Block 6, Eastbrook Addition, Tarrant County, Texas on these terms. The completion operation is planned to take three (3) to four (4) days and will be limited to daylight operations. In order to manage the sound, the vendor will be erecting 16’ sound walls along the north and east side of the Pad Site. **The lease does not include surface rights.**

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Lease of Real Property and Mineral Rights for Lot 21 and 22, Block 6, Eastbrook Addition, Tarrant County, Texas
2. Decline to Approve Lease of Real Property and Mineral Rights for Lot 21 and 22, Block 6, Eastbrook Addition, Tarrant County, Texas
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Lease of Real Property and Mineral Rights for Lot 21 and 22, Block 6, Eastbrook Addition, Tarrant County, Texas

FUNDING SOURCE

No Cost

COST:

No Cost

VENDOR:

Total E&P USA Barnett, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-078

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

Risk Management

RATIONALE:

Acceptance of this mineral lease will produce additional non-tax revenue to the District.

INFORMATION SOURCE:

Michael Ball
Cynthia Rincon

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL AND GAS LEASE
(Paid-Up Lease)

This Oil and Gas Lease (this "Lease") is made on this 1st day of June 2021, between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereafter called Lessor), whose address is 100 North University Drive, Fort Worth, Texas 76107 and TOTAL E&P USA Barnett, LLC (hereafter called Lessee), whose address is 301 Commerce Street, Suite 3701, Fort Worth, TX 76102.

1. Grant. In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the Land) in Tarrant County, Texas, for the sole purpose of exploring, drilling, and producing oil and gas, laying pipelines, and building roads and tanks thereon to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land.

2. Primary Term. This Lease is for a term of 2 years from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land in paying quantities.

3. Minerals Covered. This Lease covers only oil and gas. The term oil and gas means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

4. Royalty. (a) As royalties, Lessee agrees:

(1) On oil and other liquid hydrocarbons produced and saved from the Land, to pay Lessor twenty-five percent (25%), the "Royalty Fraction", of the market value at the point of sale of such oil or at Lessor's option, which may be exercised from time to time, to deliver free of costs to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, the Royalty Fraction of all oil and other liquid hydrocarbons produced and saved from the Land.

(2) To pay to Lessor:

(i) On gas produced from the Land and sold by Lessee or used on or off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use, or other disposition.

(ii) On gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Fraction of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursement or the deductions will be added to the total proceeds received by Lessee. Royalty will be payable on oil and gas produced from the Land and consumed by Lessee on the Land for compression, dehydration, fuel, or other use.

(c) Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the Land or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas.

~~(d) If Lessee compresses, transports, processes, or treats gas produced from the Land, Lessor's royalty shall not bear any of the costs associated therewith. If a third party that is not an affiliate of Lessee, compresses, transports, processes, or treats gas produced from the Land, Lessor's royalty will bear its proportionate share of costs and expenses associated therewith, but the price charged for compression, transportation, processing, and treatment shall not exceed the price that would be paid under similar circumstances in an arms-length transaction between unaffiliated parties.~~

(e) If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and the contract provides for net proceeds to be paid to Lessee that equal or exceed the market value of the gas at the point of delivery to the purchaser, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraph 4(b) above.

(f) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make-up gas taken pursuant to the take-or-pay provision or similar provision.

(g) Lessee must disburse or cause to be disbursed to Lessor its royalty

on production from a particular well not later than 120 days after completion of the well, in the case of an oil well, or after the pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month of production. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of the Section 91.402 of the Texas Natural Resources Code or any similar statute.

(h) As used in this Lease, affiliate means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting interest rests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to those proceeds, but Lessee will at all time hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. Shut-in Royalty. While there is a gas well on this Lease capable of producing in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in royalty of \$10,000 for each well from which gas is not being sold. Payment with respect to a well will be due within sixty (60) days after the well is shut-in and shall not be proportionately reduced. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to a period of two consecutive years or four years in the aggregate. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

6. Continuous Development. (a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced the drilling of a well on the Land, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 90 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term operations means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas.

(b) If this Lease is maintained beyond the expiration of the Primary Term by production or otherwise, it will remain in force as to all acreage and depths as long as there is

no lapse of more than 180 days between the completion of one well and the commencement of the actual drilling of another well. The commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue in a good and workmanlike manner in a good faith effort to reach the anticipated total depth with no cessation of operations for more than 90 consecutive days. A well will be deemed to have been completed on the date of the release of the drilling rig from the drill site. The permitted time between wells shall be cumulative so that if a well is commenced prior to the date it is required to be commenced, the number of days prior to the date on which the well should have been commenced shall be added to the time permitted for the next well.

(c) If at any time the maximum time for the commencement of the actual drilling of a well expires without the commencement of the well, or upon the expiration of the Primary Term if the Lease is not maintained by continuous drilling, this Lease will terminate except as to the Retained Tract (defined below) surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, and as to each Retained Tract, the Lease will then terminate as to all depths below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract. If production from a Retained Tract ceases from any cause, this Lease will terminate as to that tract unless Lessee commences operations for drilling or reworking on the tract within 90 days after the cessation of production, in which case the Lease as to that tract will continue in force as long as the operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in production, so long thereafter as there is production from the tract.

(d) As used in this Lease, the term horizontal well means a well that meets the definition of a horizontal drain hole well under Statewide Rule 86 of the Railroad Commission of Texas, and a vertical well is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a Retained Tract. A Retained Tract for a well may not exceed the minimum size required to obtain a drilling permit under the well density rules adopted by the Railroad Commission of Texas for the field, or if there are no field rules that apply, the Retained Tract shall be limited to the smallest size required to obtain a drilling permit under the statewide well density rules of the Railroad Commission of Texas. A Retained Tract for a vertical well producing from the Barnett Shale formation may not exceed 40 acres. If field rules are established later that permit obtaining a drilling permit with less acreage, a Retained Tract for a vertical well may not exceed the minimum size permitted. A Retained Tract for a horizontal well may include the minimum acreage specified above for a vertical well plus the additional acreage listed in the tables in Rule 86 and must comply with the requirements of Rule 86 for minimum permitted well density, and if the well is producing from the Barnett Shale formation, the acreage of the Retained Tract shall be assigned as if well density for vertical wells is 40 acres or less. Each Retained Tract shall be designated in a shape that maximizes the number of possible Retained Tracts on the Land.

(e) Within 60 days after the last to occur of the expiration of the Primary Term or the continuous drilling program, Lessee must file in the county records and furnish to Lessor a document designating each Retained Tract by metes and bounds and the retained depths thereunder, and releasing all other depths and acreage. A gas well that becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file a redesignation of the Retained Tract in the Real Property Records of the county where the Land is located. If Lessee fails to file timely a document required by this paragraph after Lessor has provided 30 days prior written

notice, then Lessor may do so, and the filing will bind Lessee if the filing is accurate.

7. Pooling. Lessee may pool the Land with contiguous acreage to form pooled units for the production of oil and gas or either of them. The unit formed by such pooling for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so or for the purpose of obtaining a greater allowable rate of production pursuant to any applicable law or regulation. The unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths below the base of the deepest producing formation and other provisions relating to Retained Tracts shall apply. There shall be allocated to the Land included in the unit that prorate portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. Any unit formed may not be amended without the written consent of Lessor. No part of the Land may be included in a pooled unit unless all of the Land that is not then included in a Retained Tract for producing well is included in the unit.

8. Offset Wells. For purposes of this Lease, an offsetting well is a well that is producing oil or gas in paying quantities from adjacent or nearby land and is draining the Land. If an offsetting well is completed, Lessee must, within 120 days after the date of first sales from the offsetting well, commence operations for the drilling of an offset well on the Land and must diligently pursue those operations to the horizon in which the offsetting well is producing, as would a reasonably prudent operator under similar circumstances, or at the option of Lessee: (i) execute and deliver to Lessor a release in recordable form of the acreage nearest to the offsetting well which is not included in a producing unit; or (ii) pay Lessor a monthly royalty equal to the royalty that would be payable under this Lease if the production from the offsetting well had come from the Land. In the event acreage is released pursuant to (i) above, the release will cover a tract of a size and shape that will permit the drilling of a well to the producing formation and the creation of a proration unit surrounding the well in compliance with the field rules for the field in which the offsetting well is located, if possible, but if there are no field rules, in compliance with the statewide rules of the Railroad Commission of Texas. A producing well located within 330 feet of the Land will be conclusively presumed to be draining the Land.

9. Secondary Recovery. Lessee will not implement any repressuring, pressure maintenance, recycling, or secondary recovery operations without the prior written consent of Lessor.

10. Assignments. Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any assignment or sublease of this Lease, with the exception of any assignment made to officers, directors and/or subsidiaries of Lessee. All assignments and subleases must require the assignee or sublessee to assume all of Lessee's obligations under this Lease, but Lessee will remain liable for its obligations regardless of any assignment or sublease by it.

11. Force Majeure. Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. Force Majeure means any Act of God, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). This paragraph is, however, in all things subject to the limitations of time during which this Lease may be continued in force by the payment of shut-in gas royalties. This Lease may be extended by reason of force majeure for no more than five cumulative years.

12. No Warranties. Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder will be reduced proportionately.

13. Curing Defaults. Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair within 30 days after written notice from Lessor, Lessor will have the right to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within ten days after Lessor furnishes to Lessee an itemized written statement of the expenses. If Lessee's default creates a safety hazard or a potential safety hazard, Lessee must alleviate the default immediately.

14. Notices. All notices will be deemed given and reports will be deemed delivered if sent by certified letter, return receipt requested, properly addressed, and deposited in the United States Postal Service, postage prepaid, to Lessor and Lessee at the addresses shown above. Either party may designate a new address by proper notice to the other party.

15. Attorney's Fees. In the event that Lessor is required to employ legal counsel for the enforcement of any provision of this Lease and prevails, Lessor will be entitled to recover from Lessee reasonable attorney's fees and expenses incurred by Lessor. However, in the event the Lessee prevails, Lessee will be entitled to recover from Lessor reasonable attorney's fees and expenses.

16. Insurance. At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its activities and operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessor and related individuals and entities designated by Lessor as additional insureds. The policies shall include coverage for comprehensive general liability, for bodily injury and property damage, blowout, and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of cleanup and surface remediation. The coverage shall be in the minimum amount of \$5,000,000. Lessee shall furnish a certificate from the issuing insurance company or companies evidencing the coverage.

17. Indemnity. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, EMPLOYEES, TRUSTEES, VOLUNTEERS, AGENTS, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S ACTIVITIES AND OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM LESSEE INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

18. Miscellaneous Provisions. (a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall, within 60 days thereafter, furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) The term production means production in paying quantities. No obligation of Lessee to pay monetary payments under this Lease will be excused or delayed unless by reason of Force Majeure. Lessee's obligations to pay money under this Lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this Lease for convenience only and are not to be considered in the interpretation or construction of this Lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document. Under no circumstances may Lessee, its agents, employees, or contractors bring firearms or dogs or other animals on the Land or hunt or fish on the Land. Lessee agrees to furnish to Lessor a copy of each title opinion or report for the subject Leased Premises obtained by Lessee that covers all or any part of the Land together with a copy of each title curative document obtained by Lessee.

(d) On an annual basis and upon written request and during normal business hours, Lessor shall have the right to inspect all records of Lessee relating to this Lease, operations conducted on the Lease, the sale and marketing of production from the Lease, and the payment of royalties, including the right to audit Lessee's books insofar as they relate to the foregoing.

(e) No seismic or other geophysical operations may be conducted by Lessee without Lessor's prior written approval. This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

(f) Upon Lessor's written request, Lessee shall be required to conduct no more than two (2) safety programs at the FWISD Administrative Building concerning Lessee's operations on the Land.

(g) Lessor designates Michael Ball, Chief Financial Officer, of Fort Worth Independent School District as its representative for purposes of all notices and receipt of all

information required to be sent to the Lessor as provided herein.

19. Approved by Board Resolution. The terms and obligations recited herein were approved by resolution of Lessor's Board of Trustees at a duly called and noticed Board meeting held in accordance with the Texas Open Meetings Act on January 26, 2021.

20. Surface Use. The surface of the leased premises shall not be used by Lessee for any reason, even though Lessee may claim rights of use through other parties. Lessee expressly releases and waives all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the leased premises or any part thereof, including, without limitation, the right to enter upon the surface of the leased premises for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purpose incident to the development or production of the oil, gas and other minerals, in, on, and under the leased premises. This release and waiver is a material consideration to Lessor's agreements hereunder, and, but for such release and waiver, Lessor would not lease the leased premises to Lessee. Lessee may develop the minerals underlying the leased premises by pooling or unitizing the leased premises with other lands adjacent to the leased premises and conducting drilling and other surface operations from drill site locations located off the leased premises or by drilling subsurface directional and/or horizontal wells underlying the leased premises from drill site locations located off the leased premises.

21. Separate Tracts. If the Leased Premises herein shall contain more than one separate tract of land, this Lease shall be deemed a separate and distinct lease as to each tract of land herein described to all intents and purposes, exactly as if the parties had executed a separate Lease instrument containing the provisions herein.

22. Permit Notification. If Lessee's proposed drill site requires a High Impact Gas Well Permit, or similar permit, from the municipality in which the leased premises are located, Lessee will give Lessor, prior written notice identifying the proposed location and distance from the borehole to the leased premises and the nearest improvements on the leased premises, and within five (5) days of filing the application for the permit, Lessee shall deliver a copy of the application, including all attachments, and thereafter, any amendments or supplements thereto, to the following:

Michael Ball
Chief Financial Officer
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

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

Lessor may substitute the people listed above to receive copies by written notice to Lessee at the address shown in this Lease.

Executed on the date first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT – LESSOR

BY: _____

Jacinto Ramos Jr.
President, FWISD Board of Education

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Jacinto Ramos Jr., President of the Board of Education of the Fort Worth Independent School District, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

My Commission Expires: _____

Commission Number: _____

Executed on the date first written above.

TOTAL E&P USA Barnett, LLC – LESSEE

BY: *Brett Austin*

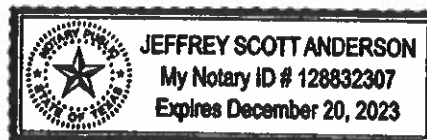
Name **Brett Austin**

Title **Vice President - Land**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Jeffrey S. Anderson, the undersigned notary public, on this day personally appeared Brett Austin, Vice President – Land of TOTAL E&P USA Barnett, LLC, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 4th day of June, 2021.



My Commission Expires: 12/20/2023

Commission Number: *Jeffrey S. Anderson*

EXHIBIT "A"

TRACT 1- 30.000 acres:

Being a 30.00 acre tract of land, more or less, being a tract out of the R.R. Ramey Survey, Abstract No. 1341, in Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 3880145, Page 93, Deed Records, Tarrant County, Texas, being the same land described in that deed dated April 12, 1971, from Stewart W. Devore, Trustee, as Grantor to The Fort Worth Independent School District, as Grantee recorded in Volume 5074, Page 421 of the Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin in a fence corner 2623.2 varas West and 2951.0 feet South 0 degrees 04 minutes 00 seconds West from the North-east corner of said Ramey Survey and being the South-west corner of a 130 acre tract formerly owned by Dr. McKee;

THENCE South 89 degrees 43 minutes East 1124.0 feet along a fence to an iron at a fence corner for corner;

THENCE North 0 degrees 05 minutes East 1162.63 feet to a point for corner;

THENCE North 89 degrees 43 minutes West 1124.3 feet to an iron in the West line of said Dr. McKee 130 acre tract for corner;

THENCE South 0 degrees 04 minutes West 1162.63 feet along a fence on said West line to the POINT OF BEGINNING

(Lot 21 & 22, Block 6, Eastbrook Addition)

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease between Fort Worth Independent School District, as Lessor, and TOTAL E&P USA Barnett, LLC, as Lessee, dated June 1, 2021

Being a 30.00 acre tract of land, more or less, being a tract out of the R.R. Ramey Survey, Abstract No. 1341, in Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 3880145, Page 93, Deed Records, Tarrant County, Texas, being the same land described in that deed dated April 12, 1971, from Stewart W. Devore, Trustee, as Grantor to The Fort Worth Independent School District, as Grantee recorded in Volume 5074, Page 421 of the Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

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THENCE South 0 degrees 04 minutes West 1162.63 feet along a fence on said West line to the POINT OF BEGINNING

(Lot 21 & 22, Block 6, Eastbrook Addition)

O#	Operators	Address	City	State	Zip
1042828	ARP BARNETT LLC	425 HOUSTON ST STE 300	FORT WORTH	TX	76102
50000112	ARROWHEAD	309 W 7TH ST STE 705	FORT WORTH	76102-6994	76102-6994
264626	ATLAS BARNETT LLC	425 HOUSTON ST STE 300	FORT WORTH	76102	76102
50000316	BEDROCK ENERGY PARTNERS LLC	909 FANNIN ST STE 2150	HOUSTON	TX	77010
203535	BLACKBEARD	TWO WEST 2ND ST STE 1700	TULSA	OK	74103
332907	BLUESTONE NATURAL RESOURCES II	2 W 2ND ST STE 1700	TULSA	74103-3100	74103-3100
346501	BRG	7134 S YALE AVE STE 600	TULSA	OK	74136-6353
50000111	DALLAS PRODUCTION INC	4600 GREENVILLE AVE STE 300	DALLAS	75206-5038	75206-5038
660821	DEVON ENERGY PRODUCTION CO LP	PO BOX 843559	DALLAS	75284-3559	75284-3559
50000103	EAGLERIDGE ENERGY II LLC	P O BOX 191447	DALLAS	75219-8447	75219-8447
542420	EOG RESOURCES INC	PO BOX 840321	DALLAS	75284-0321	75284-0321
104444	EIGF TE GP NEWARK	909 LAKE CANYON PKWY	IRVING	75039	75039
104443	NEWARK ACQUISITION I LP	909 LAKE CANYON PKWY	IRVING	75039	75039
727116	FINLEY RESOURCES INC	PO BOX 2200	FORT WORTH	76113	76113
50000013	GHA BARNETT	2800 POST OAK BLVD STE 3601	HOUSTON	77056	77056
204959	MILLER OPERATING CO LLC	301 EAST KALISTE SALOOM RD, STE 301 LAFAYETTE	LA	70508	70508
	NORTH COUNTY ENERGY LLC	P O BOX 52767	AMARILLO	TX	79159
	OILWELL OPERATORS	P O BOX 1861	PAMPA	TX	79066
	OXXN	P O Box 1321	WEATHERFORD TX		76086
30007575	SAGE NATURAL RESOURCES	6100 S YALE AVE	TULSA	74136	74136
300855	SOUTHWEST GAS SYSTEMS INC	REVENUE DISTRIBUTION ACCOUNT		TX	TX
50000085	Upp OPERATING LLC	1001 FANNIN ST STE 800	HOUSTON	77002	77002
672105	XTO ENERGY INC	P O BOX 840791	DALLAS	75284-0791	75284-0791

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Jacinto Ramos, Jr., President of the Board of Education of the Fort Worth Independent School District, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

My Commission Expires: _____

Commission Number: _____

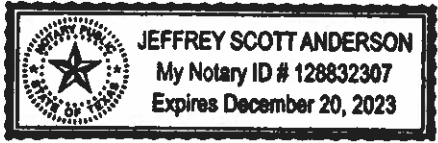
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Jeffrey S. Anderson, the undersigned notary public, on this day personally appeared Brett Austin, Vice President – Land for TOTAL E&P USA Barnett, LLC, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 7th day of June, 2021.

My Commission Expires: 12/20/2023 

Commission Number: _____



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

BE IT REMEMBERED that on the 1st day of June, 2021, a Paid-Up Oil and Gas Lease (“Oil and Gas Lease”) was 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, whose address is 100 North University Drive, Fort Worth, Texas 76107, hereinafter called (“LESSOR”); and TOTAL E&P USA Barnett, LLC, an Delaware limited liability company, whose address is 301 Commerce Street, Suite 3701, Fort Worth, Texas 76102, hereinafter called (“LESSEE”), where LESSOR hereby grants, leases, and lets exclusively to LESSEE for the purpose of exploring for, developing, producing and marketing oil and gas, together with any liquid or gaseous substances produced in association therewith, from the following described land situated in Tarrant County, Texas, to-wit:

Attached hereto and described as EXHIBIT “A”

Subject to the other provisions therein contained, said Oil and Gas Lease provides for a primary term of two (2) years, from the date thereof, and as long thereafter as oil and gas or other substances covered therein are produced in paying quantities from the leased premises or from lands pooled therewith, or this Oil and Gas Lease is otherwise maintained in effect pursuant to the provisions therein.

An executed copy of said Oil and Gas Lease is in the possession of LESSEE at its address indicated above.

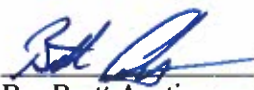
LESSOR:

FORT WORTH INDEPENDENT
SCHOOL DISTRICT

LESSEE:

TOTAL E&P USA Barnett, LLC

By: Jacinto Ramos, Jr.
Title: President, FWISD Board of Education



By: Brett Austin
Title: Vice President – Land

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE RESOLUTION TO ALLOW THE SALE OF REAL PROPERTY PREVIOUSLY STRUCK-OFF FOR TAXES**

BACKGROUND:

A property located at 6801 Wagonet Road, Account No. 00433209, located in the College Heights Addition in the city of Forest Hill, Tarrant County, Texas, was struck-off the tax rolls to the City of Forest Hill at a tax foreclosure sale on March 1, 2016. It is in the best interest of the Fort Worth ISD and its taxpayers to return this property to productive use. An offer has been made by Refugio Salazar to purchase the property for the sum of \$36,000 for judgment years 1993-2016. The Bid Sheet from Refugio Salazar, the proposed buyer, is attached, together with a Resolution and a Tax Resale Deed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes
2. Decline to Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business and Finance

RATIONALE:

Pursuant to Section 34.05(j) and (k) of the Texas Property Tax Code, if the sum of the amount due under the judgment plus the post-judgment taxes exceeds the current market value as shown by the most recent certified tax roll, the entities, upon consent, may sell the property for an amount equal to or greater than its market value. A sale under this section, extinguishes all liens foreclosed by the judgment as well as the liens for post-judgment taxes, with the exception of the prorated tax for the current year. In addition, pursuant to §34.05(1), a taxing unit that does not consent to the sale under §34.05(j) is liable to the taxing unit that purchased the property for a pro rata share of the costs incurred in maintaining the property. The bid received by Refugio Salazar is being submitted subject to this section of the tax code. The attached Bid Sheet includes a breakdown of the amount due to each entity if the bid is accepted. It is in the District's best interest to approve the attached Resolution.

INFORMATION SOURCE:

Michael Ball

A RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT APPROVING THE SALE OF CERTAIN REAL PROPERTY

WHEREAS, the Fort Worth Independent School District (FWISD), for itself and the use and benefit of the city of Forest Hill and Tarrant County, et al., has acquired a title to a certain tract of real estate at a Tax Sale held on March 1, 2016 in Cause No. E17901-03 Tarrant County, et al. vs. Jerry Jones, et al.; and,

WHEREAS, Section 34.05(a), Texas Property Code, authorizes the FWISD, by and through its governing body, to resale the property; and,

WHEREAS, it is in the best interest of the FWISD and its taxpayers to return this property to a productive use; and,

WHEREAS, an offer has been made by Refugio Salazar, to purchase the property for the sum of \$36,000 each for judgment years 1993-2016; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the FWISD, that the President of the Board of Trustees is authorized to sell, convey, and transfer that certain tract of real estate acquired at the above described tax sale for the sum of \$36,000 as authorized by Section 34.05, Texas Property Tax Code. The liens foreclosed by the judgment and the post judgment liens (1993-2016) are extinguished by virtue of the conveyance. The property is more fully described as follows:

Lot7, Block 8, out of the Carriage Hill Addition, situated in the city of Forest Hill, Tarrant County, Texas, and located within the FWISD, as shown by a deed of record in Document Number D206071342 and Volume 6104, Page 92 of the Deed Records of Tarrant County, Texas. Account Number 00433209; also known as 6801 Wagonet, Forest Hill, TX, 76108.

PRESENTED and PASSED this _____ day of _____, 2021, by a vote of _____ Ayes and _____ Nays by the FWISD, Tarrant County, Texas.

**BY: Jacinto “Cinto” Ramos, Jr., President
Board of Trustees**

ATTEST:

**BY: Anael Luebanos, Secretary
Board of Trustees**

BID SHEET

Cause No. 236-E17901-03
COUNTY OF TARRANT, ET AL VS. JERRY JONES

Struck off to the City of Forest Hill on March 1, 2016 for \$70,800.00

Account number: 00433209
Property Description: CARRIAGE HILL-FOREST HILL BLOCK 8 LOT 7
Location: 6801 Wagonet RD

Buyers: Refugio Salazar
Intended Use of Property: Build a home

CURRENT VALUE: \$30,000.00

OFFER: \$36,000.00

Total Amount of Bid offered: \$36,000.00
Less Court Costs \$ 2,684.00

Remaining balance of \$33,316.00 to be prorated to taxing entities as follows:

Judgment Yrs: 1993-2013	Judg Amt	ProRata Share of Judg	Amt Realized if Bid is accepted
Tarrant County	\$ 22,507.88	(17.68%)	\$5,891.13
Fort Worth ISD	\$ 67,980.50	(53.41%)	\$17,792.98
City of Forest Hill	<u>\$ 36,799.96</u>	<u>(28.91%)</u>	<u>\$ 9,631.89</u>
	\$127,288.34	100%	\$33,316.00

Post Judgment Amount Due (TO BE PAID IN ADDITION TO BID AMOUNT)

The resale extinguishes post-judgment taxes.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

That CITY OF FOREST HILL, FORT WORTH INDEPENDENT SCHOOL DISTRICT and TARRANT COUNTY, ET AL acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$36,000.00, cash in hand paid by

**Refugio Salazar
6225 Griggs St.
Fort Worth, TX 76119**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. 236-E17901-03, in the district court of said county, said property being located in Tarrant County, Texas, and described as follows:

Lot 7, Block 8, out of the Carriage Hill Addition, situated in the City of Forest Hill, Tarrant County, Texas, and located within the Fort Worth Independent School District, as shown by a deed of record in Document Number D206071342 and Volume 6104, Page 92 of the Deed Records of Tarrant County, Texas.

ACCOUNT NUMBER: 00433209; ALSO KNOWN AS 6801 Wagonet, Forest Hill, TX 76108

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

All liens foreclosed by the judgment and the post-judgment tax liens (1996-2016) are discharged and extinguished by virtue of the conveyance, with the exception of the prorated tax for the current year.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF FORT WORTH INDEPENDENT SCHOOL DISTRICT has caused these presents to be executed this _____ day of _____, 2021.

BY: _____

**Jacinto "Cinto" Ramos, Jr.
President, Board of Trustees
Fort Worth Independent School District**

STATE OF TEXAS X

COUNTY OF TARRANT X

This instrument was acknowledged before me on this _____ day of _____, 2021, by Jacinto "Cinto" Ramos, Jr., President, Board of Trustees, Fort Worth Independent School District.

**Printed Name:
Notary Public, State of Texas
My Commission Expires:**

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE THE CONSENT TO DEMOLISH AND ADVERTISE FOR THE SALE OF FOUR (4) TAX FORECLOSED PROPERTIES LISTED AT: 1720 25TH STREET (NW); 6278 AVA COURT DRIVE; 1613 EDGEWOOD TERRACE (S); AND 6025 TRUMAN DRIVE

BACKGROUND:

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth received into inventory four (4) properties attached hereto through a Constable’s Sale conducted by the Tarrant County Tax Office in prior years. In the City’s efforts to sell the properties and generate tax revenue to benefit all taxing entities, the City has advertised these properties for sale and was unsuccessful. The City recommends demolishing these properties and advertising for sale the attached properties at the current TAD (Tarrant Appraisal District) land value (the structures on the properties no longer exist), plus the sum of \$1,600 per property, which is the City’s fees associated with the previously attempted sales.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Consent to Demolish and Advertise for the Sale of Four (4) Tax Foreclosed Properties Listed at: 1720 25th Street (NW); 6278 Ava Court Drive; 1613 Edgewood Terrace (S); and 6025 Truman Drive
2. Decline to Approve the Consent to Demolish and Advertise the for Sale of Four (4) Tax Foreclosed Properties Listed at: 1720 25th Street (NW); 6278 Ava Court Drive; 1613 Edgewood Terrace (S); and 6025 Truman Drive
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Consent to Demolish and Advertise for the Sale of Four (4) Tax Foreclosed Properties Listed at: 1720 25th Street (NW); 6278 Ava Court Drive; 1613 Edgewood Terrace (S); and 6025 Truman Drive

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

Division of Business and Finance

RATIONALE:

The City has requested the sale of four (4) tax foreclosed properties listed at: 1720 25th Street (NW); 6278 Ava Court Drive; 1613 Edgewood Terrace (S); and 6025 Truman Drive, at a reduced price in order to place the properties back onto the tax rolls in order to generate revenue to benefit all of the taxing entities, including Fort Worth ISD. It is in the best interest of the Fort Worth ISD to approve the sales for the amounts specified.

INFORMATION SOURCE:

Michael Ball



April 14, 2021

Tarrant County
Attn: Maegan South
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S. Main Street
Fort Worth, TX 76104

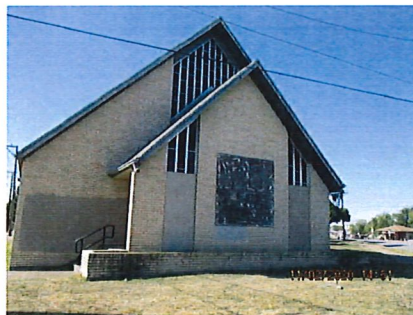
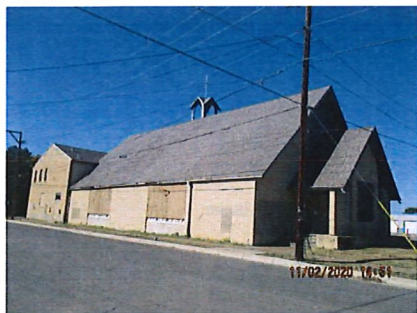
Tarrant County College District DMOC 2201
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent
1500 Houston Street
Fort Worth, TX 76102

RE: Consent to Demolish and Advertise for Sale Tax-Foreclosed Property Located at 1720 25TH STREET (NW) – TAD #02528150; Cause #B34216-06

Dear Taxing Entities:

The above-referenced property was struck off to the City of Fort Worth in September 2009 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth Code Compliance Department has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood. Police have been dispatched to his property for various calls.



PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION

THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400* FORT WORTH, TEXAS 76102
(817) 392-7590

Due to the proposed removal of the structure from the property, the City is also requesting your permission and approval to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$51,182.00 plus the City's administration fee. In addition to the sale's price, the buyer will also be responsible for any post-judgment tax amount due.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	City of Fort Worth Fees	Recommended Advertised Sales Price	Estimated Post-Judgment Taxes
1720 25th Street (NW) Portion of Lots 9, 10, 11 & 12, Block 36, Rosen Heights 1 st Filing Addn	\$218,777.85	\$51,182.00	\$1,600.00	\$52,782.00	\$65,173.71

If your taxing agency concurs with the City's recommendations to demolish, advertise and sell the property at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,



 Ricardo Salazar,
 Real Property Manager
 (817) 392-8379

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:

By: _____
 Dr. Kent Scribner, Superintendent

Date: _____



April 14, 2021

Tarrant County
Attn: Maegan South
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S. Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent
1500 Houston Street
Fort Worth, TX 76102

**RE: Consent to Demolish and Advertise for Sale Tax-Foreclosed Property Located at
6278 AVA COURT DRIVE – TAD #00444804; Cause #B37176-08**

Dear Taxing Entities:

The above-referenced property was struck off to the City of Fort Worth in January 2016 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth Code Compliance Department has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood. Police have been called to his property at least twice in 2020.



PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION

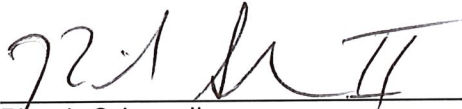
THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400* FORT WORTH, TEXAS 76102
(817) 392-7590

Due to the removal of the structure from the property, the City is also requesting your permission and approval to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$5,000.00 plus the City's administration fee. In addition to the sale's price, the buyer will also be responsible for any post-judgment tax amount due.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	City of Fort Worth Fees	Recommended Advertised Sales Price	Estimated Post-Judgment Taxes
6278 Ava Court Drive Lot 28R, Block 22, Carver Heights Addn	\$21,996.23	\$5,000	\$1,600.00	\$6,600.00	\$1,549.62

If your taxing agency concurs with the City's recommendations to demolish, advertise and sell the property at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,



Ricardo Salazar, II
Real Property Manager
(817) 392-8379

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Kent Scribner, Superintendent

Date: _____



April 14, 2021

Tarrant County
Attn: Maegan South
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S. Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent
1500 Houston Street
Fort Worth, TX 76102

**RE: Consent to Demolish and Advertise for Sale Tax-Foreclosed Property Located at
1613 EDGEWOOD TERRACE (S) – TAD #00776041 Cause #B39424-09**

Dear Taxing Entities:

The above-referenced property was struck off to the City of Fort Worth in April 2015 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth Code Compliance Department has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood.



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PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION

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Due to the removal of the structure from the property, the City is also requesting your permission and approval to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$5,000.00 plus the City's administration fee. In addition to the sale's price, the buyer will also be responsible for any post-judgment tax amount due.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	City of Fort Worth Fees	Recommended Advertised Sales Price	Estimated Post-Judgment Taxes
1613 Edgewood Terrace (S) Lot 4, Block 3 The East Rosedale Heights Addn	\$19,538.16	\$5,000	\$1,600.00	\$6,600.00	\$16,707.67

If your taxing agency concurs with the City's recommendations to demolish, advertise and sell the property at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,



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APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:

By: _____
 Dr. Kent Scribner, Superintendent

Date: _____



April 14, 2021

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Tarrant County College District DMOC 2201
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent
1500 Houston Street
Fort Worth, TX 76102

**RE: Consent to Demolish and Advertise for Sale Tax-Foreclosed Property Located at
6025 TRUMAN DRIVE – TAD #00438251; Cause #B46416-12**

Dear Taxing Entities:

The above-referenced property was struck off to the City of Fort Worth in February 2014 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth Code Compliance Department has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood. Police have been called to his property at least once since foreclosure.



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PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION

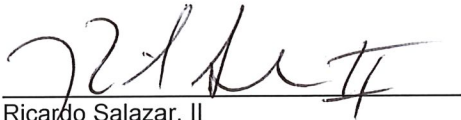
THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400* FORT WORTH, TEXAS 76102
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Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	City of Fort Worth Fees	Recommended Advertised Sales Price	Estimated Post-Judgment Taxes
6025 Truman Drive Lot 10, Block R, Carver Heights	\$51,100.00	\$5,000	\$1,600.00	\$6,600.00	\$3,759.62

If your taxing agency concurs with the City's recommendations to demolish, advertise and sell the property at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,



Ricardo Salazar, II
Real Property Manager
(817) 392-8379

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Kent Scribner, Superintendent

Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE FIRST 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 First Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies CFEA(LOCAL), DBD(LOCAL) and DEE(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First 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 JUNE 22, 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	<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>
SUBSTANTIAL INTEREST	<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

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.~~

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).~~

~~Employees shall be reimbursed for other reasonable travel expenditures according to state guidelines and subject to IRS~~

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.~~

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE TEXAS EDUCATION AGENCY (TEA) WAIVER REQUEST FOR CARDIOPULMONARY RESUSCITATION (CPR) REQUIREMENT**

BACKGROUND:

Due to the COVID-19 pandemic and safety guidelines, the CPR (Cardiopulmonary Resuscitation) instruction requirement for 2020-2021 school year was cancelled. CPR instruction requires hands-on training through close-contact observation and skill demonstration. The Texas Education Code states students must receive CPR instruction one-time between grades 7-12. The District Health and Physical Education Department will provide additional instructional opportunities for all students to meet the requirement during the 2021-2022 school year; however, the District is requesting a waiver from the Texas Education Agency (TEA) for this requirement to be waived for seniors graduating Spring 2021.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Texas Education Agency (TEA) Waiver Request for Cardiopulmonary Resuscitation (CPR) Requirement
2. Decline to Approve Texas Education Agency (TEA) Waiver Request for Cardiopulmonary Resuscitation (CPR) Requirement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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 Middle Schools and High Schools

RATIONALE:

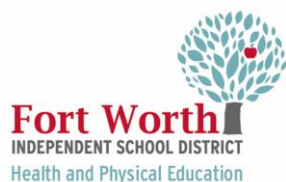
The waiver will allow the CPR instructional requirement to be waived for graduating seniors Spring 2021.

INFORMATION SOURCE:

Jerry Moore

Physical Fitness Assessment during the Pandemic: Updates and Guidance for Spring 2021

Resource: SHAPE America Instructional Framework for Fitness Education, FitnessGram/ActivityGram Test Administration Manual 5th Edition, and FWISD-HPE & Recess COVID-19 Recommendations



Fitness education is a subcomponent of the total physical education program that helps students obtain higher-order comprehension of health-related physical fitness. Additionally, students learn the skills and build upon habits to sustain a physically active lifestyle that includes personal fitness, health, and wellness. The FWISD Health and Physical Education Department is committed to working on developing a user-friendly platform for future fitness and physical education data submission.

We have created this document to support the continued development of fitness education as part of student learning and encourage your efforts to continue with FitnessGram testing Spring 2021 with modifications to ENSURE student and teacher safety. We understand this will be uncharted territory; we are asking for a strong effort and feedback as we continue developing best practices.

Our communication with the Texas Education Agency and the state director William (Barney) Fudge has been ongoing and most recently he reiterated ***'If a district or school determines that not all components can be safely completed during the school year, schools should still report the data they have available for each student'***. We have recommended a 50% reduction in the number of laps for **the PRACTICE PACER TEST**, IF A TEACHER CAN MONITOR EACH STUDENT SAFELY. DO NOT PUT STUDENTS IN ANY UNSAFE EXERCISE CONDITIONS. MONITOR STUDENTS WITH ASTHMA OR OTHER MEDICAL CONDITIONS THAT YOU WOULD NORMALLY MONITOR. BY ALL MEANS, DO NOT USE ANY TEST WHICH YOU DEEM UNSAFE DUE TO THE SPECIFIC ENVIRONMENTAL CONDITIONS OR RESOURCES IN YOUR SPECIFIC SITUATION. As communicated in an email sent February 23, 2021, all teachers need to turn in student data no later than May 31, 2021.

We have included tips and resources below. Please continue to follow the safety guidelines provided in the COVID-19 HPE & Recess In-Person Instruction Guidance document. As always, we recommend you prepare the students in advance, have students learn the correct techniques, and take advantage of teaching moments to increase student learning regarding Health-Related Fitness and the Healthy Fitness Zone. **REMINDER:** *You should have a copy of the FitnessGram/ActivityGram Test Administration Manual 5th Edition. Individual Score sheets and lap counts are located in the manual as is a CD with the cadences.*

Fitness Assessment Principles

- **Physical fitness assessment should be fun, enjoyable, and personal.**
- **Physical fitness assessment is not a competition with others.**
- **Do not compare or allow students to compare their test with others.**
- **Testing provides students with information to set goals and have the knowledge and skills to support healthy fitness levels.**
- **It is never appropriate to use fitness testing results as a basis for grading.**



HPE FitnessGram Assessment Recommendations (COVID-19)

TESTING PROTOCOL, CRITICAL TEACHING AND PERFORMANCE CUES **PAGE NUMBERS REFER TO FITNESSGRAM/ACTIVITY GRAM TEST ADMINISTRATION MANUAL 5th EDITION THAT YOU SHOULD HAVE ON YOUR CAMPUS**

USE ALL EQUIPMENT SANITATION PROTOCOLS IF USING SHARED EQUIPMENT (MATS) and MAINTAIN 6-FT PHYSICAL DISTANCE

Aerobic Capacity: One Mile Walk and Practice Modified-PACER Test

***DEFINED:** Aerobic capacity is critical and considered to be the most important component of any fitness program. Acceptable levels of aerobic capacity related to: reduced risk of high blood pressure, cardiovascular disease, obesity, diabetes, some forms of cancer, and other health problems. Students need to understand that aerobic/cardio fitness helps us to take the oxygen from the atmosphere (through our breathing) and deliver the nutrients and oxygen to the working muscles. The more fit we are, the more our bodies are capable of doing physical activities we enjoy or want to participate in (playing in the park, playing on the basketball team, riding a bike, going for a hike, etc.)*

***Terms to consider, based on grade level:** cardiovascular fitness, cardiorespiratory fitness, aerobic fitness, aerobic work capacity.*

Teaching Cues/Reminders - One Mile Walk ages 13 and older:

1. Have a 1-mile, flat, accurately measured course, 2 or more stop watches, pencils, score sheets.
2. Review test protocol on pg. 34 or view [video](#).
3. Instruct students to complete the mile using a steady pace as quickly and AS COMFORTABLY as possible. Have a virtual or live partner counting or checking off the number of lap counts completed. Teacher should be calling out time consistently and clearly for partner recording finish time.
4. All students need to record their 1-minute heart rate at the start of the mile and at the end of the one-mile test. **Use this as an opportunity to teach the proper way to count and find either the carotid or radial pulse. It is more accurate if you have students count for 10 seconds, then multiply by 6 to obtain the 1- minute heart rate in beats per minute.**

Teaching Cues/Reminders PRACTICE PACER Test ages 10-12: MONITOR AND PROTECT ANY AND ALL STUDENTS FROM OVEREXERTION DURING THE PRACTICE PACER TEST:

1. Have the [20-meter](#) OR [15-meter](#) distance accurately measured, pacer cadence ready, score sheets, students paired up (counter/pacer). Virtual students can act as counters for face-to-face students OR adjust class to have a virtual pacer, a f-to-f pacer paired with one counter (triad); that way a virtual pacer can run with the f-to-face pacer while another student counts laps.
2. Review test protocol on pg. 29 and view [video](#).
3. Virtual students will be pacing and jogging in place. This will be tricky, if they jog in place until they hear the beat, they will not have any recovery rest time as other students might get; the whole idea of pacing is to maintain a steady but increasing pace. Remind students to start off with a slow jog, they might want to keep an eye on a live partner and run their pace with them (this could also be problematic).
4. Remember that two errors are allotted (student does not reach 20 or 15 meters by the beep) before their test is over. **DURING THE PANDEMIC, ALL STUDENTS ARE TO STOP TESTING BEFORE OR BY LAP 18. WE WILL NOT BE REPORTING THE RESULTS OF THE PRACTICE PACER TO TEA DUE TO THE MODIFICATION.**
5. **Keep in mind jogging/running with the mask can be uncomfortable, remind students of negative signs of overexertion and utilize the pacer as a practice fitness test and educational opportunity to promote aerobic fitness related to prevention of disease.**

Body Composition

DEFINED: Documenting body composition is one way to track potential patterns and risk factors for obesity and heart disease. Pediatricians and school nurses document growth patterns and have calibrated scales that can be used to accurately measure height and weight. We recommend that you take some time to talk about body composition as one of the 5 health-related fitness components, explaining to students the importance of maintaining healthy ratios of lean mass and fat mass. This is a very sensitive topic; especially for children that may already feel or have been told they are overweight or underweight or have been bullied because of their body size. Focus on building healthy lifestyle behaviors that include reduced sedentary time, balanced nutrition, and an active lifestyle. It is **HIGHLY RECOMMENDED** that you use the data your school nurse has already collected or will collect, calculate BMI's using the FitnessGram chart, and record the results. **Does not apply to virtual students unless accurate information is available** (such as height and weight measured at a recent doctor visit).

Muscular Strength, Muscular Endurance, and Flexibility

DEFINED: The musculoskeletal system is utilized in all of our daily living activities. Strength in our muscles helps us to move and carry loads of varying mass while endurance helps us to continue the work over varying amounts of time. Flexibility provides us with joint mobility and range of motion to support quality of movement and movement dynamics. The upper body and abdominal-area recommended tests (curl-up, push-up, shoulder stretch) are related to our daily living activities like: sitting at our school desks and supporting posture, physical activities that require a strong trunk area and range of motion. Teach students about the difference between endurance and strength, give them examples. Show them and teach them about the muscles of the trunk and upper body. Give them examples of different movers and how those physical activities require strength, endurance, and flexibility. For upper grades, move them into how these systems are trained, and the unique ways in which we can improve upon the systems.

Teaching Cues/Reminders - Curl-Up/Abdominal Strength and Endurance

1. Equipment: Cadence, Strips (8-9 yr. old's 3 inches wide, older students 4.5 inches), score sheets, pencils and mats. Mat can be used if disinfected after each use, one clean sheet of paper per student (head placement), students paired virtual with live or best determined by physical education teacher.
2. Review proper form on pg. 46 and view [video](#).
3. Cues: heels and hips remain in contact with floor; head returns to mat per repetition; no rest or pauses are allotted; fingers must clear the width of the strip shoulders off the ground. Stay with cadence. Partner counts correct form/pace of curl-ups and alerts partner when errors have been made. Two errors end the test.
4. Complete up to 18 curl-ups utilizing the proper form and pace.

Teaching Cues/Reminders - Push-Up Test/Upper Body Strength and Endurance

1. Equipment: Cadence, score sheets, pencils, and if available modified tools (deck rings and foam ball)
2. Review proper form on pg. 51 and view [video](#).
3. Cues: Elbow bent at 90 degrees; upper arms parallel to the floor; hands just under or slightly wider than shoulders; fingers spread; legs straight and slightly apart; toes tucked under. Legs and back remain straight while lowering and pushing up; no bottoms in the air, no stomachs to the ground. Stay with cadence. Partner counts correct-form/pace push-ups and alerts partner when errors have been made. Two errors end the test.
4. Complete up to 18 push-ups utilizing the proper form and pace.

Teaching Cues/Reminders - Shoulder Stretch/Upper Arm and Shoulder Girdle Flexibility

1. Equipment: Score sheets/pencils
2. Review proper form on pg. 59 and view [video](#).
3. Partner observes whether student is able to reach right hand over right shoulder to left hand fingers behind the back and the left hand over left shoulder to right hand fingers behind the back. Partner marks Y or N per side.

SPRING 2021 PRACTICE FITNESS TESTING RECORD SHEET

School _____ Teacher _____ Grade _____

Class _____ Test Date _____ Page # _____

ID	Name	Birthdate	Gender	Hgt	Wgt	BMI	Aerobic Capacity Mile walk Walk Time: Heart Rate:	Aerobic Capacity Practice PACER # Laps (not to exceed 18)	Shoulder Stretch R Y or N L Y or N	Number of Curl- Ups (not to exceed 18)	Number of Push- Ups (not to exceed 18)
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
						388	Walk Time: Heart Rate:		R Y N L Y N		

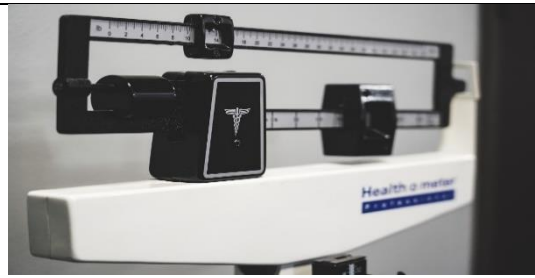
ID	Name	Birthdate	Gender	Hgt	Wgt	BMI	Aerobic Capacity Mile walk Walk Time: Heart Rate:	Aerobic Capacity Practice PACER # Laps (not to exceed 18)	Shoulder Stretch R Y or N L Y or N	Number of Curl- Ups (not to exceed 18)	Number of Push- Ups (not to exceed 18)
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		
							Walk Time: Heart Rate:		R Y N L Y N		

Health-Related Fitness Component	Recommended Assessment for Virtual and In-School Learners	Rationale for Recommended Assessment
Aerobic Capacity WE ARE RECOMMENDING REDUCING THE NUMBER OF LAPS FOR SAFETY REASONS. VIRTUAL STUDENTS CAN JOG WITH IN-SCHOOL PARTNER. 4TH-7TH GRADERS MAX LAP COUNT: 18 LAPS	<p>A. One-Mile Walk Test (validity ages 13 and older) at school or at home with adult supervision. Utilize accurate distance route marker.</p> <p>Resource Link: https://youtu.be/Aa-3oVjKzN0</p> <p>B. 20-m or 15-m PACER Practice (Modified) Test for students ages 10-12 physically in school. TEACH AND PRACTICE, DO NOT ALLOW STUDENTS TO PACE OVER 18 LAPS UNDER ANY CONDITIONS. TEACHER CAN DECIDE TO SKIP THE PRACTICE PACER TEST IF SAFETY CANNOT BE GUARANTEED.</p>	<p>A. Conducting the PACER or the 1-mile walk with a mask on can be uncomfortable and could pose a safety risk.</p> <p>B. The Cooper institute does not recommend aerobic capacity testing for students ages 5-9. <i>We understand TEC requires PFAI for grades 3-12.</i></p> <p>C. Increase in sedentary living has most likely impacted our students' aerobic capacity. Avoid overexertion and focus on practice and education.</p>
Body Composition	<p>BMI</p> <p>Resource Link: https://youtu.be/4VYHXbnd2Z4</p> <p><i>Make creative adjustments for asynchronous students.</i></p>	<p><i>Seek out the school nurse for assistance; ALWAYS maintain privacy.</i> If you have access to a weight and height accurate scale, conduct measurements in a safe environment maintaining student-record privacy.</p>
Muscular Strength	<p>90-degree Push-Ups</p> <p>Resource Link: https://youtu.be/ZEleua7BX80</p> <p><i>Make creative adjustments for asynchronous students.</i></p>	<p>Can be conducted in-person or virtually with a partner-observer either on-screen or live. <i>We recommend stopping the push-up test at or just above the HFZ/maximum 18 reps.</i></p>
Muscular Strength and Endurance	<p>Curl-Ups</p> <p>Resource Link: https://youtu.be/zKH6cMKHRqY</p> <p><i>Make creative adjustments for asynchronous students.</i></p>	<p>Can be conducted in-person or virtually with a partner-observer either on-screen or live.</p> <p><i>We recommend stopping the curl-up test at or just above the HFZ/maximum 18 reps.</i></p>
Flexibility	<p>Shoulder Stretch: https://youtu.be/eJaeovgx5qw</p> <p>Trunk Lift and Sit & Reach Assessments NOT RECOMMENDED as they are not conducive to physical distancing.</p>	<p>No equipment needed, can be observed with virtual or in-school partners while maintaining physical distancing.</p>

Aerobic Capacity
[15 meter PACER cadence remix \(English\)](#)
[15 meter PACER cadence remix \(Spanish\)](#)
[20 meter PACER cadence remix \(English\)](#)
[20 meter PACER cadence remix \(Spanish\)](#)



Body Composition



Muscular Strength
[Push-Up Cadence](#)



Muscular Strength and Endurance
[Curl-Up Cadence](#)



Flexibility



CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE 2020-2021 FINAL BUDGET AMENDMENT**

BACKGROUND:

Annually and prior to the close of the fiscal year, a comprehensive review of the General Fund was made to analyze budget to actual expenditures by function and revenue by major object codes. As a result, it may become necessary to transfer budgeted dollars between functions in order to cover anticipated expenditures through June 30, 2021.

The 2020-2021 Consolidated General Fund Budget was initially adopted on June 23, 2020 and last amended through the period ended April 30, 2021. During the month of May 2021, requests were made by campuses and departments to transfer funds between functions for the Consolidated General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations.

1. General Fund Expenditures: Overall spending was lower due to expenditures covered by Federal Stimulus Funds, as well as lower enrollment and on campus student participation. Other transfers were also made between functions, as reflected below and on the budget amendment document attached, and were made to fund all anticipated expenditures that are expected to be incurred as of June 30, 2021.
 - a. Functions 13, 35, 36, 41, 51, 61 and 81 – Adjustments to increase appropriations due to anticipated spending.
2. Debt Service Fund: The 2020-2021 Debt Service Budget was initially adopted on June 23, 2020. During the month of May, a final review was performed and determined to increase debt service fees.

Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve 2020-2021 Final Budget Amendment
2. Decline to Approve 2020-2021 Final Budget Amendment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Final Budget Amendment.

FUNDING SOURCE *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the Texas Education Agency’s Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Michael Ball

**Consolidated General Fund
Final Budget Amendments
2020-2021**

		Consolidated General Fund 2020-2021 Amended Budget 4/30/2021	Adjustments	Consolidated General Fund 2020-2021 Amended Budget 5/31/2021
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$422,334,899	\$0	\$422,334,899
5800	State Revenue	347,928,148	0	347,928,148
5900	Federal Revenue	13,525,000	0	13,525,000
7900	Other Sources	0	0	0
Total Revenue & Other Sources		\$783,788,047	\$0	\$783,788,047
<u>EXPENDITURES</u>				
11	Instruction	\$486,369,711	(\$27,869,332)	\$458,500,379
12	Instruction Resources and Media Services	\$12,254,415	(\$8,048)	\$12,246,367
13	Curriculum and Instructional Staff Development	\$11,847,733	\$412,972	\$12,260,705
21	Instructional Administration	\$15,389,719	(\$235,414)	\$15,154,305
23	School Administration	\$53,621,062	\$150,138	\$53,771,200
31	Guidance and Counseling Services	\$46,003,532	(\$135,836)	\$45,867,696
32	Social Work Services	\$5,817,167	\$0	\$5,817,167
33	Health Services	\$11,163,849	(\$2,103)	\$11,161,746
34	Student Transportation	\$22,537,367	(\$463,655)	\$22,073,712
35	Food Services	\$1,333,897	\$2,583,128	\$3,917,025
36	Cocurricular/Extracurricular Activities	\$15,833,045	\$186,450	\$16,019,495
41	General Administration	\$20,870,721	\$525,465	\$21,396,186
51	Plant Maintenance and Operations	\$91,353,397	\$4,412,714	\$95,766,111
52	Security and Monitoring Services	\$14,478,432	(\$1,086)	\$14,477,346
53	Data Processing Services	\$17,678,770	\$5,392,290	\$23,071,060
61	Community Services	\$4,866,634	\$137,683	\$5,004,317
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$8,928,545	\$557,308	\$9,485,853
95	Payments to Juvenile Justice Alt Ed Program	\$142,887	\$0	\$142,887
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$2,720,000	\$0	\$2,720,000
Total Budgeted Expenditures		\$843,210,883	(\$14,357,326)	\$828,853,557
Total Deficit		(\$59,422,836)	\$14,357,326	(\$45,065,510)
Beginning Fund Balance (Audited)		205,978,944		205,978,944
Fund Balance-Ending (Unaudited)		\$146,556,108		\$160,913,434

May 31, 2021 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199-Transfer to function 51 to fund winter storm repair		938,098	
	Fund 199-Transfer to other functions to fund anticipated expenditures that are expected to be incurred		6,000,000	
	Fund 199-Transfer to function 53 for wireless upgrades (Erate)		1,442,810	
	Fund 199 (VATRE)-Transfer to function 51 and 53 to lease private LTE towers		1,068,360	
	Fund 199 (VATRE)-Transfer to function 51 to replace fire alarm systems		520,265	
	Fund 199 (VATRE)-Transfer to function 53 to fund IT Towers		3,540,412	
	Fund 199-Transfer to PPRP funds for Operational Connectivity		11,366,297	
	Fund 198-Transfer to PPRP funds for Operational Connectivity		2,991,029	
	Campus/Dept. normal course of District operations		2,061	
	Overall effect on Function 11	0	27,869,332	(27,869,332)
12	Campus/Dept. normal course of District operations		8,048	
	Overall effect on Function 12	0	8,048	(8,048)
13	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	365,000		
	Campus/Dept. normal course of District operations	47,972		
	Overall effect on Function 13	412,972	0	412,972
21	Fund 199-Transfer to function 23 to support needs for reading academy		85,000	
	Fund 199-Transfer to function 11 and 13 to fund classroom substitutes and extra duty pay		69,272	
	Fund 199-Transfer to 11 to buy additional reading material for campuses		35,979	
	Campus/Dept. normal course of District operations		45,163	
	Overall effect on Function 21	0	235,414	(235,414)
23	Fund 199-Transfer from function 11 to fund stipends for turn-around campus	70,500		
	Fund 199-Transfer from function 21 to support needs for reading academy	85,000		
	Campus/Dept. normal course of District operations		5,362	
	Overall effect on Function 23	155,500	5,362	150,138
31	Fund 199-Transfer to function 11 for summer school and program needs		53,748	
	Fund 199-Transfer to other functions for student and program needs within the Bilingual department		58,968	
	Campus/Dept. normal course of District operations		23,120	
	Overall effect on Function 31	0	135,836	(135,836)
32	Campus/Dept. normal course of District operations			
	Overall effect on Function 32	0	0	0
33	Campus/Dept. normal course of District operations		2,103	
	Overall effect on Function 33	0	2,103	(2,103)
34	Fund 198-Transfer to function 51 for purchase of furniture and installation at Lubbock property		427,229	
	Campus/Dept. normal course of District operations		36,426	
	Overall effect on Function 34	0	463,655	(463,655)
35	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	2,600,000		
	Campus/Dept. normal course of District operations		16,872	
	Overall effect on Function 35	2,600,000	16,872	2,583,128
36	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	235,000		
	Campus/Dept. normal course of District operations		48,550	
	Overall effect on Function 36	235,000	48,550	186,450
41	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	525,000		
	Campus/Dept. normal course of District operations	465		
	Overall effect on Function 41	525,465	0	525,465
51	Fund 198-Transfer from function 34 for purchase of furniture and installation at Lubbock property	427,229		
	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	1,500,000		
	Fund 199 (VATRE)-Transfer from function 11 to lease private LTE towers	906,360		
	Fund 199-Transfer from function 11 to fund winter storm repair	938,098		

	May 31, 2021 Budget Amendment	Increase	Decrease	Net Effect
	Fund 199 (VATRE)-Transfer from function 11 to replace fire alarm systems	520,265		
	Fund 198-Transfer from function 34 and 81 for exterior restoration, concrete repair, plumbing services, hvac replacement and flooring install	133,426		
	Campus/Dept. normal course of District operations		12,664	
	Overall effect on Function 51	4,425,378	12,664	4,412,714
52	Campus/Dept. normal course of District operations		1,086	
	Overall effect on Function 52	0	1,086	(1,086)
53	Fund 199-Transfer from function to 11 to provide additional budget for WVD CTE Bill	189,864		
	Fund 199-Transfer from function 11 for wireless upgrades (Erate)	1,442,810		
	Fund 199 (VATRE)-Transfer from function 11 to lease private LTE towers	162,000		
	Fund 199(VATRE)-Transfer from function 11 to fund IT Towers	3,540,412		
	Campus/Dept. normal course of District operations	57,204		
	Overall effect on Function 53	5,392,290	0	5,392,290
61	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	150,000		
	Campus/Dept. normal course of District operations		12,317	
	Overall effect on Function 61	150,000	12,317	137,683
81	Fund 199-Transfer from function 11 to fund anticipated expenditures that are expected to be incurred	625,000		
	Campus/Dept. normal course of District operations		67,692	
	Overall effect on Function 81	625,000	67,692	557,308
	Total	14,521,605	28,878,931	(14,357,326)

**Debt Service Fund 599
2020-2021 FINAL
Budget Amendment**

	Debt Service Fund 599 2020-2021 Amended Budget 10/31/2020	Adjustments	Debt Service Fund 599 2020-2021 FINAL Amended Budget
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$129,235,351		\$129,235,351
5800 State Revenue	1,295,374		1,295,374
5900 Federal Revenue	0		0
7900 Other Sources	0		0
Total Revenue & Other Sources	\$130,530,725	0	\$130,530,725
<u>EXPENDITURES</u>			
71 Debt Service	\$122,087,529	\$3,000	\$122,090,529
97 Tax Increment Financing	\$0	\$0	\$0
Total Budgeted Expenditures	\$122,087,529	\$3,000	\$122,090,529
8900 Other Uses	\$0	\$0	\$0
Subtotal Budgeted Expenditures and Other Uses	\$122,087,529	\$3,000	\$122,090,529
Excess (Deficiency)	\$8,443,196	(\$3,000)	\$8,440,196
Beginning Fund Balance (Unaudited)	56,962,795		56,962,795
Fund Balance-Ending (Unaudited)	\$65,405,991	(\$3,000)	\$65,402,991

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: APPROVE MEMBERSHIP IN THE LONESTAR EDUCATION AND RESEARCH NETWORK (LEARN)

BACKGROUND:

LEARN is a consortium of 43 organizations throughout Texas that includes public and private institutions of higher education, community colleges, the National Weather Service, and K–12 public schools. The consortium, organized as a 501(c)(3) non-profit organization, connects its members and other affiliated organizations through high performance optical and IP network services to support their research, education, healthcare and public service missions. Additionally, LEARN provides access to cooperative contracts that offer greater discounts by aggregating the buying power of its national affiliate The Quilt.

The Quilt is the non-profit national coalition of the country’s most advanced regional research and education networks. Participants in The Quilt provide advanced network services and applications to over 400 universities and thousands of other educational institutions, state and local government, healthcare, non-profits, and libraries. The Quilt has successfully leveraged its collective buying power to ensure steep discounts on a catalogue of services procured through Cooperative Purchasing Programs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Membership in the Lonestar Education and Research Network (LEARN)
2. Decline to Approve Membership in the Lonestar Education and Research Network (LEARN)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-41-6495-001-750-99-422-000000

COST:

\$3,000

VENDOR:

Lonestar Education and Research Network (LEARN)

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

Purchasing Department

RATIONALE:

The purpose of the LEARN membership is to provide the District with greater discounts when procuring goods and services utilizing various contracts awarded under a Cooperative Purchasing Program.

INFORMATION SOURCE:

Michael Ball
Marlon Shears

CONSENT AGENDA ITEM
BOARD WORKSHOP
June 22, 2021

TOPIC: **APPROVE NAMING THE WESTERN HILLS HIGH SCHOOL BLACK BOX THEATRE THE JULIA WORTHINGTON BLACK BOX THEATRE**

BACKGROUND:

Mrs. Julia Worthington was the theatre arts director at Western Hills High School for the past forty-two years, 1979-2021. When she was first hired, there was a single multi-level theatre class, but over the years the program grew into packed classes of Honors Theatre 1-4, Honors Technical Theatre 1-2, Theatre Production, and International Baccalaureate Theatre. In her time at Western Hills, Julia cultivated a close relationship with the administration, faculty and staff, the Fort Worth ISD (FWISD) Visual and Performing Arts Department and her fellow theatre teachers, local colleges and community theatres, the Benbrook community, and her students. Julia was born and reared in Fort Worth, Texas and graduated from Paschal High School in 1972. She graduated with a B.A. Degree in Theatre from Trinity University in San Antonio, Texas. She was hired in 1978 at O. D. Wyatt High School, where she taught (9th) ninth grade English, and began teaching theater at Western Hills High School (WHHS) the following year, where she made her longtime home.

As a WHHS Cougar, Julia not only showcased her own students exemplary work by chartering the International Thespian Society Troupe 2160 in 1984, with other FWISD teachers in the late 1990's, she created Teachers on the Boards that produced "teacher shows" at Jubilee Theatre for three (3) summers to generate college scholarship monies for their high school seniors. In 2002, this led to her being the co-director/producer of H2O, the Hills/Heights Operation which was a summer musical workshop open to all FWISD high school students and lasted for the next 13 years. In 2007, H2O collaborated with the Disney Corporation to produce one of the first stage productions of *Disney's High School Musical 1 Onstage!*. The following summer (2008), H2O produced the first workshop version of *Disney's High School Musical 2 Onstage!*, which was another successful endeavor.

Julia received the Casa Mañana Betty Buckley Award for outstanding community theatre work in 2008. Other honors that Mrs. Worthington has received are Western Hills Teacher of the Year in 2006, Stage West's Student High School Playwriting Recognitions in 2010 and 2017, and The Live Theatre League of North Texas' High School Teacher of the Year in 2015. In 2018 Julia was further honored as the Bass Hall Chair for Teaching Excellence in Performing Arts, Theatre, and Dance.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre
2. Decline to Approve Naming the Western Hills High School Black Box Theatre the Julia Worthington Black Box Theatre
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

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

Division of Policy and Planning

RATIONALE:

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE DONATION OF OBSOLETE INSTRUCTIONAL MATERIALS FROM SELECTED CAMPUSES**

BACKGROUND:

In preparation for the move of various campuses this summer, District and campus leaders have identified out-of-adoption, obsolete instructional materials that need to be disposed of.

Board Policy CMD (LEGAL) allows school boards to determine how the district will dispose of obsolete instructional materials. The District recommends that these items be donated to community organizations.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Donation of Obsolete Instructional Materials from Selected Campuses
2. Decline to Approve Donation of Obsolete Instructional Materials from Selected Campuses
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Donation of Obsolete Instructional Materials from Selected Campuses

FUNDING SOURCE

Additional Details

No Cost

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

M.G. Ellis Elementary	Rosemont Elementary
Rosemont 6 th Grade	Handley Middle School
Applied Learning Academy	International Newcomer Academy

RATIONALE:

Board approval of the disposal of obsolete, out-of-adoption instructional materials from these campuses will allow the District to donate these items to community organizations.

INFORMATION SOURCE:

Jerry Moore

CONSENT AGENDA ITEM
BOARD MEETING
June 22, 2021

**TOPIC: APPROVE ADDITIONAL SPENDING AUTHORITY FOR JOC
HAZMAT ABATEMENT SERVICES FOR JOB NO. 016-212 AT O. D.
WYATT HIGH SCHOOL IN CONJUNCTION WITH THE 2017
CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved the authorization to enter into a construction contract for an addition/renovation at O.D. Wyatt High School. On December 10, 2019, the Board of Education authorized the purchase of JOC HAZMAT abatement services for O.D. Wyatt High School addition/renovation project in the amount of not-to-exceed \$1,487,063.

Prior to the completion of the final phase of construction, additional hazardous materials have been identified and will need abating. This agenda item requests additional spending authority for JOC HAZMAT abatement at O.D. Wyatt High School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for JOC HAZMAT Abatement Services for Job No. 016-212 at O. D. Wyatt High School in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for JOC HAZMAT Abatement Services for Job No. 016-212 at O. D. Wyatt High School in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-A42-008-99-000-016212.....\$209,850
	671-81-6629-H42-008-99-000-016212.....\$20,150

COST:

\$228,299.50

VENDOR:

DWW Abatement, Inc. - RFP #19-002

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
O. D. Wyatt High School

RATIONALE:

In order for all phases of the project to be completed by the Fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

DWW Abatement, Inc. (FWISD ven# 24711)
HAZMAT ABATEMENT PROPOSAL (CSP 19-002)

School Name: O.D. Wyatt High School

Date 5/18/2021

Asbestos Abatement - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: _____

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
1 General											
1a.	Mobilization		Low	Each	\$ 1,000.00	Project Total Cost <=\$5,000	1		\$ 1,000.00	0.00	\$ -
		5	High		\$ 300.00	Project Total Cost >\$5,000	1		\$ 300.00	0.00	\$ 1,500.00
1b.	General Labor		Low	Hour	\$ 12.00	Regular	1.5		\$ 18.00	0.00	\$ -
			High		\$ 18.00	Overtime	1.5		\$ 27.00	0.00	\$ -
2 Thermal Systems Ir											
2a.	3" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ -
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2b.	4" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 12.00	<=200 LF	1.5		\$ 18.00	0.00	\$ -
			High			>200 LF	1.5		\$ 18.00	0.00	\$ -
			High			Overtime	1.5		\$ 18.00	0.00	\$ -
2c.	6" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 14.00	<=200 LF	1.5		\$ 21.00	0.00	\$ -
			High			>200 LF	1.5		\$ 21.00	0.00	\$ -
			High			Overtime	1.5		\$ 21.00	0.00	\$ -
2d.	8" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 14.00	<=200 LF	1.5		\$ 21.00	0.00	\$ -
			High			>200 LF	1.5		\$ 21.00	0.00	\$ -
			High			Overtime	1.5		\$ 21.00	0.00	\$ -
2e.	10" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 18.00	<=200 LF	1.5		\$ 27.00	0.00	\$ -
			High			>200 LF	1.5		\$ 27.00	0.00	\$ -
			High			Overtime	1.5		\$ 27.00	0.00	\$ -
2f.	12" Diameter TSI from Pipe		High	Lineal Feet (L.F.)	\$ 18.00	<=200 LF	1.5		\$ 27.00	0.00	\$ -
			High			>200 LF	1.5		\$ 27.00	0.00	\$ -
			High			Overtime	1.5		\$ 27.00	0.00	\$ -
2g.	3" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 9.50	<=200 LF	1.5		\$ 14.25	0.00	\$ -
			High			>200 LF	1.5		\$ 14.25	0.00	\$ -
			High			Overtime	1.5		\$ 14.25	0.00	\$ -
2h.	4" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 9.50	<=200 LF	1.5		\$ 14.25	0.00	\$ -
			High			>200 LF	1.5		\$ 14.25	0.00	\$ -
			High			Overtime	1.5		\$ 14.25	0.00	\$ -
2i.	6" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 11.50	<=200 LF	1.5		\$ 17.25	0.00	\$ -
			High			>200 LF	1.5		\$ 17.25	0.00	\$ -
			High			Overtime	1.5		\$ 17.25	0.00	\$ -
2j.	8" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 11.50	<=200 LF	1.5		\$ 17.25	0.00	\$ -
			High			>200 LF	1.5		\$ 17.25	0.00	\$ -
			High			Overtime	1.5		\$ 17.25	0.00	\$ -
2k.	10" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 16.50	<=200 LF	1.5		\$ 24.75	0.00	\$ -
			High			>200 LF	1.5		\$ 24.75	0.00	\$ -
			High			Overtime	1.5		\$ 24.75	0.00	\$ -
2l.	12" Diameter TSI & Pipe		High	Lineal Feet (L.F.)	\$ 16.50	<=200 LF	1.5		\$ 24.75	0.00	\$ -
			High			>200 LF	1.5		\$ 24.75	0.00	\$ -
			High			Overtime	1.5		\$ 24.75	0.00	\$ -
2m.	TSI Other		High	Square Feet (S.F.)	\$ 15.00	<=200 SF	1.5		\$ 22.50	0.00	\$ -
			High			>200 SF	1.5		\$ 22.50	0.00	\$ -
			High			Overtime	1.5		\$ 22.50	0.00	\$ -
3 Spray Applied Mat											
3a.	Misc. Insulation		High	Square Feet (S.F.)	\$ 6.85	<=200 SF	2		\$ 13.70	0.00	\$ -
			High			>200 SF	2		\$ 13.70	0.00	\$ -
			High			Overtime	2		\$ 13.70	0.00	\$ -
3b.	Misc. Texture		High	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			High			>200 SF	2		\$ 16.00	0.00	\$ -
			High			Overtime	2		\$ 16.00	0.00	\$ -

DWW Abatement, Inc. (FWISD ven# 24711)
HAZMAT ABATEMENT PROPOSAL (CSP 19-002)

School Name: O.D. Wyatt High School

Date 5/18/2021

Asbestos Abatement - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: _____

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED ** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
4 Flooring											
4a.	Floor Tile & Mastic		High	Square Feet (S.F.)	\$ 2.00	<=200 SF	1.5		\$ 3.00	0.00	\$ -
			High			>200 SF	1.5		\$ 3.00	0.00	\$ -
			High			Overtime	1.5		\$ 3.00	0.00	\$ -
4b.	Floor Tile & Mastic (RFCI Method)		Medium	Square Feet (S.F.)	\$ 1.50	<=200 SF	2		\$ 3.00	0.00	\$ -
			Medium			>200 SF	2		\$ 3.00	0.00	\$ -
			Medium			Overtime	2		\$ 3.00	0.00	\$ -
4c.	Floor Tile & Mastic (Over Wood Flooring)		Low	Square Feet (S.F.)	\$ 5.00	<=200 SF	1		\$ 5.00	0.00	\$ -
			Low			>200 SF	1		\$ 5.00	0.00	\$ -
			Low			Overtime	1.5		\$ 7.50	0.00	\$ -
4d.	Carpet and Mastic		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1.5		\$ 3.75	0.00	\$ -
4e.	Each Additional Layer of Flooring & Mastic		Low	Square Feet (S.F.)	\$ 1.50	<=200 SF	1		\$ 1.50	0.00	\$ -
			Low			>200 SF	1		\$ 1.50	0.00	\$ -
			Low			Overtime	1		\$ 1.50	0.00	\$ -
4f.	Non-Hazardous Flooring		Low	Square Feet (S.F.)	\$ 1.00	<=200 SF	1		\$ 1.00	0.00	\$ -
			Low			>200 SF	1		\$ 1.00	0.00	\$ -
			Low			Overtime	1.5		\$ 1.50	0.00	\$ -
5 Ceilings *Includes Temporary Suspension of All Above Ceiling Devices & Wiring Attached To and/or Laying on Ceiling											
5a.	*Lay-in Ceiling Tile & Grid		Medium	Square Feet (S.F.)	\$ 1.50	<=200 SF	1		\$ 1.50	0.00	\$ -
			Medium			>200 SF	1		\$ 1.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 2.25	0.00	\$ -
5b.	*Plaster Ceiling, Lath & Grid with Insulation / Texture		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	2		\$ 9.00	0.00	\$ -
			Medium			>200 SF	2		\$ 9.00	0.00	\$ -
			Medium			Overtime	2		\$ 9.00	0.00	\$ -
5c.	Each Additional Layer of Ceiling Materials		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1		\$ 3.00	0.00	\$ -
			Medium			>200 SF	1		\$ 3.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
5d.	*Ceiling Tile & Mastic		High	Square Feet (S.F.)	\$ 3.00	<=200 SF	1		\$ 3.00	0.00	\$ -
			High			>200 SF	1		\$ 3.00	0.00	\$ -
			High			Overtime	1.5		\$ 4.50	0.00	\$ -
5e.	Texture on Plaster Ceiling		Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ -
			Medium			Overtime	2		\$ 10.50	0.00	\$ -
5f.	Insulation on Plaster Ceiling		Medium	Square Feet (S.F.)	\$ 5.25	<=200 SF	2		\$ 10.50	0.00	\$ -
			Medium			>200 SF	2		\$ 10.50	0.00	\$ -
			Medium			Overtime	2		\$ 10.50	0.00	\$ -
5g.	Non-Hazardous Ceiling		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1		\$ 2.50	0.00	\$ -
6 Windows											
6a.	Caulking		High	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1.5		\$ 12.00	0.00	\$ -
			High			>200 LF	1.5		\$ 12.00	0.00	\$ -
			High			Overtime	1.5		\$ 12.00	0.00	\$ -
6b.	Glazing		High	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1.5		\$ 12.00	0.00	\$ -
			High			>200 LF	1.5		\$ 12.00	0.00	\$ -
			High			Overtime	1.5		\$ 12.00	0.00	\$ -
6c.	Window Unit		Medium	Each	\$ 225.00	(<4 SF)	1.5		\$ 337.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 337.50	0.00	\$ -
			Medium		\$ 300.00	(>=4 SF < 12 SF)	1.5		\$ 450.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 450.00	0.00	\$ -
			Medium		\$ 500.00	(>=12 SF < 32SF)	1.5		\$ 750.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 750.00	0.00	\$ -
			Medium		\$ 750.00	(>32 SF < 72 SF)	1.5		\$ 1,125.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 1,125.00	0.00	\$ -

DWW Abatement, Inc. (FWISD ven# 24711)
HAZMAT ABATEMENT PROPOSAL (CSP 19-002)

School Name: O.D. Wyatt High School

Date 5/18/2021

Asbestos Abatement - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: _____

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED ** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
7 Walls & Millwork											
7a.	Plaster wall & studs with Insulation / Texture		Medium	Square Feet (S.F.)	\$ 4.00	<=200 SF	1.5		\$ 6.00	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.00	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.00	0.00	\$ -
7b.	Insulation on Plaster wall		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.75	0.00	\$ -
7c.	Texture on Plaster wall		Medium	Square Feet (S.F.)	\$ 4.50	<=200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			>200 SF	1.5		\$ 6.75	0.00	\$ -
			Medium			Overtime	1.5		\$ 6.75	0.00	\$ -
7d.	Each Additional Layer of Wall Materials		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			>200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
7e.	Sheet Rock / Joint Compound		Medium	Square Feet (S.F.)	\$ 3.00	<=200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			>200 SF	1.5		\$ 4.50	0.00	\$ -
			Medium			Overtime	1.5		\$ 4.50	0.00	\$ -
7f.	CMU Block filler		Low	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			Low			>200 SF	2		\$ 16.00	0.00	\$ -
			Low			Overtime	2		\$ 16.00	0.00	\$ -
7g.	CMU Texture		Low	Square Feet (S.F.)	\$ 8.00	<=200 SF	2		\$ 16.00	0.00	\$ -
			Low			>200 SF	2		\$ 16.00	0.00	\$ -
			Low			Overtime	2		\$ 16.00	0.00	\$ -
7h.	Ceramic Tile Grout		Low	Square Feet (S.F.)	\$ 4.20	<=200 SF	1		\$ 4.20	0.00	\$ -
			Low			>200 SF	1		\$ 4.20	0.00	\$ -
			Low			Overtime	1		\$ 4.20	0.00	\$ -
7i.	Restroom Caulking		Low	Lineal Feet (L.F.)	\$ 8.00	<=200 LF	1		\$ 8.00	0.00	\$ -
			Low			>200 LF	1		\$ 8.00	0.00	\$ -
			Low			Overtime	1		\$ 8.00	0.00	\$ -
7j.	Chalk Boards & Mastic		Low	Square Feet (S.F.)	\$ 3.00	Regular	1		\$ 3.00	0.00	\$ -
			Low			Overtime	2		\$ 6.00	0.00	\$ -
7k.	Cabinets & Countertops		Low	Linear Feet (L.F.)	\$ 3.00	Regular	1.5		\$ 4.50	0.00	\$ -
			Low			Overtime	1.5		\$ 4.50	0.00	\$ -
7l.	Non-Hazardous Wall		Low	Square Feet (S.F.)	\$ 2.50	<=200 SF	1		\$ 2.50	0.00	\$ -
			Low			>200 SF	1		\$ 2.50	0.00	\$ -
			Low			Overtime	1.5		\$ 3.75	0.00	\$ -
8 Roofing											
8a.	Mastic		Low	Lineal Feet (L.F.)	\$ 9.00	<=200 LF	1		\$ 9.00	0.00	\$ -
			Low			>200 LF	1		\$ 9.00	0.00	\$ -
			Low			Overtime	1		\$ 9.00	0.00	\$ -
9 Soils											
9a.	Contaminated Soils		Medium	Cubic Yard (C.Y)	\$ 100.00	<=10 CY	0.5		\$ 50.00	0.00	\$ -
			Medium			>10 CY	0.5		\$ 50.00	0.00	\$ -
			Medium			Overtime	0.5		\$ 50.00	0.00	\$ -
9b.	Make Safe Zone		Medium	Square Feet (S.F.)	\$ 3.00	All	2		\$ 6.00	0.00	\$ -
			Medium			Overtime	2		\$ 6.00	0.00	\$ -
10 HVAC											
10a.	Boiler Base Insulation		Medium	Square Feet (S.F.)	\$ 10.00	All	2		\$ 20.00	0.00	\$ -
			Medium			Overtime	2		\$ 20.00	0.00	\$ -
10b.	Duct Insulation & Mastic	50000	Medium	Square Feet (S.F.)	\$ 4.00	All	2	1	\$ 8.00	4.00	\$ 200,000.00
			Medium			Overtime	2		\$ 8.00	0.00	\$ -
10c.	Unit Ventilator or Other Mechanical Equipment		Medium	Linear Feet (L.F.)	\$ 4.00	All	2		\$ 8.00	0.00	\$ -
			Medium			Overtime	2		\$ 8.00	0.00	\$ -

DWW Abatement, Inc. (FWISD ven# 24711)
HAZMAT ABATEMENT PROPOSAL (CSP 19-002)

School Name: O.D. Wyatt High School

Date 5/18/2021

Asbestos Abatement - O.D. Wyatt High School

School Street address: 2400 E. Seminary Dr., Fort Worth, TX 76119

Short Job Descr.: _____

FWISD Job #: 016-212

Bid Item #	Scope Item Description	**ENTER** Estimated Quantities	Frequency Encountered (High, Medium, or Low)	Unit of Measure	Base Unit Price	Range of Units	Proposer's Coefficient	**REVISED** COEFFICIENT (MUST BE LOWER)	Proposer's Contractual Unit Price	**CALCULATED** **REVISED** CONTRACTUAL UNIT PRICE	Proposers Extended Cost
11	Other										
11a.	10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Set-up and removal)		Medium	Each	\$ 250.00	All	1		\$ 250.00	0.00	\$ -
			Medium			Overtime	1		\$ 250.00	0.00	\$ -
11b.	10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Per Day)		Medium	Each	\$ 40.00	All	1		\$ 40.00	0.00	\$ -
			Medium			Overtime	1		\$ 40.00	0.00	\$ -
										Total Bid:	\$ 201,500.00
12	Items not detailed above								\$ -		\$ -
		<<QTY>>			<<BASE>>		<<CO>>				
		<<QTY>>			<<BASE>>		<<CO>>				
		<<QTY>>			<<BASE>>		<<CO>>				
		<<QTY>>			<<BASE>>		<<CO>>				
		<<QTY>>			<<BASE>>		<<CO>>				
		<<QTY>>			<<BASE>>		<<CO>>				
										Total Other	\$ -

ISD Account Code A42 (Abatement)

GRAND TOTAL \$ 201,500.00

ISD Account Code H42 (Abatement Contingency)

10% of Grand Total or \$1,000 whichever is greater* \$ 20,150.00
 *rounded up to whole dollar

13 Payment or Performance Bond If Testing amount over \$24,999.99 **Base + Contingency for Bond Amount Testing** \$ 221,650.00

PAYMENT Bond Calculation If Base + Contingency Over \$24,999.99

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
1.50%	221,650.00	3,324.75

PERFORMANCE Bond Calculation If Base + Contingency Over \$100,000

ENTER BOND PERCENTAGE	Amount To Bond	Cost of Bond
1.50%	221,650.00	3,324.75

Costs of Applicable bonds 6,649.50
Total Base + Contingency + Applicable Bonds \$ 228,299.50

14 Final Proposal Amount

Base Contact (base before bonds + any bonds) \$ 208,149.50
 A42 Abatement

Contingency \$ 20,150.00
 H42 Abatement Contingency

Total Proposal Amount \$ 228,299.50

Revised 2/12/19

ACTION AGENDA ITEM
BOARD MEETING
June 22, 2021

**TOPIC: APPROVE 2021 – 2022 BUDGET FOR THE LEADERSHIP
ACADEMY NETWORK/TEXAS WESLEYAN MANAGEMENT TEAM**

BACKGROUND:

Fort Worth ISD (FWISD) and Texas Wesleyan University began an innovative partnership in February 2019 to sustain the rising academic achievements of the six (6) leadership academies. Per the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), the District will receive monthly invoices for the approved budget items needed for the LAN to effectively manage the six campuses within the network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021 – 2022 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team
2. Decline to Approve 2021 – 2022 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2021 – 2022 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team

FUNDING SOURCE

Additional Details

General Fund

199-21-6299-TWU-999-99-416-000000

COST:

\$1,131,216

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Wesleyan University/ Leadership Academy Network	The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School	The Leadership Academy at Forest Oak 6 Grade School
The Leadership Academy at Maude I. Logan Elementary School	The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School	Office of Innovation

RATIONALE:

The approval of this Board item will allow the Leadership Academy Network to continue implementing its academic model to sustain the rise in the academic performance. This will also allow our fiscal operations to continue at Texas Wesleyan University. As outlined in the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), this budget has also been presented and approved by Texas Wesleyan University Academic Affairs and Student Life Committee (3/24/21), TX Wes/LAN Steering Committee (4/16/21), and the Texas Wesleyan University Board of Trustees (4/23/21).

INFORMATION SOURCE:

David Saenz

TX WES/FWISD CONTRACT				
Item	Description	SY 20-21	SY 21-22	NOTES
Personnel	Salaries for Senior Officer, Executive Director of Academics, Executive Director of Operations, Director of Data Analytics and Reporting, University Coordinator	\$577,705.66	\$652,054.26	Adding a new position, estimating 30% for fringe, and 2% raise.
TXWES Direct Cost	Office Space, Administrative Support	\$73,432	\$111,190	Added 2% increase and reflected adjusted amount from 20-21
TXWES Professional Svcs	Dean – Chief of Staff/Gen. Counsel/VP Finance and Admin	\$52,000	\$53,972	Adjusted for 21-22 and added 2% increase
Supplies	LAN Office Supplies	\$3,000	\$3,000	
LAN Branding	Branding, Marketing and Promotional Materials for LAN	\$10,000	\$10,000	
Contracted Svcs	LAN Special Projects / Contracted Services	\$20,000	\$25,000	
1882 Support	Technical Assistance – Policy, Legal, Governance	\$30,000	\$30,000	
Prof. Dev. and Travel	Professional Development and Travel - LAN TEAM	\$36,000	\$40,000	Increase requested to account for additional staff member
Memberships	District Charter Alliance	\$5,000	\$5,000	
Materials	Books, Professional Resources, Subscriptions	\$7,500	\$7,500	
Grow Your Own	LAN EDD Cohort for tuition (TX Wes School of Education)	\$86,530	\$141,500	Cohort 1 and adding 5 new EDD candidates for Cohort 2
Teacher Residency - Tuition/Fees	Tuition + Fees for Residents	\$108,000	\$0	
Teacher Residency Operational Costs	Supplies/Materials - Program Support - Prof. Dev. - Travel - Also Funding <i>Teacher Resident</i> Coordinator/Consultant	\$80,000	\$52,000	
Texas Wesleyan University Total		\$901,168	\$1,131,216	
Total (w/ 2021 Charter School Planning Grant Funds)		\$1,089,167.66		

Funding Source = CSPG

**ACTION AGENDA ITEM
BOARD MEETING
June 22, 2021**

**TOPIC: APPROVE 2021 – 2022 BUDGET FOR THE LEADERSHIP
ACADEMY AT J. MARTIN JACQUET MIDDLE SCHOOL**

BACKGROUND:

Fort Worth ISD (FWISD) and Phalen Leadership Academy (PLA) began an innovative partnership in February 2021 which gives the organization the authority to manage the daily operations at Jacquet Middle School through SB 1882. The partnership was created to address the academic needs of the campus, as well as, rebuild the rich culture of the school and community. Per the performance contract between FWISD and Phalen Leadership Academy, the District will receive monthly invoices for the approved budget items needed for PLA to effectively manage the campus.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021 – 2022 Budget for the Leadership Academy at J. Martin Jacquet Middle School
2. Decline to Approve 2021 – 2022 Budget for the Leadership Academy at J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-21-6299-PLA-999-99-416-000000

COST:

\$865,851

VENDOR:

The Leadership Academy at J. Martin Jacquet Middle School

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

Leadership Academy at J. Martin Jacquet Middle School
Office of Innovation

RATIONALE:

The approval of this Board item will allow Phalen Leadership Academy to begin implementing its academic model to promote an increase in the academic performance at Jacquet Middle School. This will also allow our fiscal operations to continue for the 2021-2022 school year. As outlined in the performance contract between FWISD and Phalen Leadership Academy (PLA), this budget has also been presented and approved by the PLA Board of Trustees in March 2021.

INFORMATION SOURCE:

David Saenz

PLA Invoiced - Jacquet Draft Budget as of: 6/9/21	
	Budget
Fiscal Year	2021-2022
PLA Direct Staff - Regional Director, Enrollment Manager, Recruiting Manager, Human Resources Manager, Community Engagement Manager, Instructional Specialist, SPED/ELL Manager, PD Manager, SIS Manager/Registrar, Training Director	495,675
PLA Central Office Staff & Support - Academics, Professional Development, Training, Human Resources, Recruiting, Compliance, Marketing, Operations, Special Education, Development, Finance & Legal	370,176
Total PLA Services	865,851

ACTION AGENDA ITEM
BOARD MEETING
June 22, 2021

TOPIC: **APPROVE SALARY INCREASES FOR THE 2021-2022 SCHOOL YEAR**

BACKGROUND:

A decision on the Compensation Plan for the 2021-2022 will enable the District to continue to attract and retain the best employees to meet the needs of students in our community. Fulfillment of the mission to serve students will be enhanced by a significant increase in compensation for all employees for the upcoming school year. The proposed increase for all employees is the greater of four percent of the midpoint for each respective pay grade or four percent of actual salary.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Compensation Increase for the 2021-2022 School Year for All Employees in the Amount of the Greater of Four Percent of the Midpoint for Each Respective Pay Grade or Four Percent of Actual Salary
2. Decline to Approve Compensation Increase for the 2021-2022 School Year for All Employees in the Amount of the Greater of Four Percent of the Midpoint for Each Respective Pay Grade or Four Percent of Actual Salary
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Compensation Increase for the 2021-2022 School Year for All Employees in the Amount of the Greater of Four Percent of the Midpoint for Each Respective Pay Grade or Four Percent of Actual Salary

FUNDING SOURCE

All District Funds

COST:

Approximately \$32 Million

VENDOR:

Not Applicable.

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All District Campuses and Departments

RATIONALE:

Additional compensation is expected to aid in the retention and recruitment of employees to serve students in Fort Worth ISD.

INFORMATION SOURCE:

Michael Ball

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 June 18, 2021, at 11:30 a.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**