

*Board of Education
Regular Meeting
April 27, 2021*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar

Notice is hereby given that on Tuesday, April 27, 2021, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting via Webinar beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this meeting from Spectrum (Charter) Channel 192, the Fort Worth ISD Live channel on YouTube, or by using this link: <https://us02web.zoom.us/j/88477394977?pwd=cXR6TzcvazBzV1pQYXINR2pBN2pyZz09> (Passcode: 847041). An electronic copy of the agenda packet 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. Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 until 5:30 PM the day of the meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, April 26, 2021.

Join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 884 7739 4977

International numbers available: <https://us02web.zoom.us/j/88477394977>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. PUBLIC COMMENT

Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the meeting.

4. RECOGNITIONS

- A. Junior Cadet Corps School Service Project
- B. Community Volunteers and Partners
- C. Diamond Hill-Jarvis High School Boys Soccer Team

5. LONE STAR GOVERNANCE

- A. Formative Evaluation: Goals 1, 2, and 3

6. REPORTS/PRESENTATIONS

- A. Fort Worth Independent School District Learning Recovery Plan

7. DISCUSSION OF CONSENT AGENDA ITEMS

8. CONSENT AGENDA ITEMS

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a board member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

A. Board of Education Meeting Minutes	6
1. March 23, 2021 - Regular Minutes	8
2. April 13, 2021 - Workshop Minutes	17
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Heating, Ventilation, and Air Conditioning Replacement Equipment at Two Schools Due to Extreme Weather and Long-Term Power Outage	22
2. Approve Elevator Modernization at Eastern Hills High School Due to Flooding After Extreme Weather	29
3. Approve Purchase of Spanish and English Literacy Materials for Grade 5 Dual Language Classrooms	32
4. Approve Purchase of English Literacy Materials for Kindergarten and First Grade Dual Language Classrooms	37
5. Approve Purchase of Advanced Placement Social Studies, Math, and Science Materials	42
6. Approve Purchase of Consumable Mathematics Books in Grades K-5 as Part of a Continuation of Proclamation 2014	78
7. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2020	82

8. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2021	102
9. Approve Expansion of Purchase of a Web-Based Data Management System	112
10. Approve Rental of Audio Video Equipment for the 2021 Graduations at Farrington Field and Clark Stadium	124
11. Approve 2021 Advanced Placement Exam Fees	136
12. Approve Advancement Via Individual Determination Virtual Professional Training for the 2021-2022 School Year	139
13. Approve Renewal Educational Professional Agreement with an Educational Provider	149
14. Approve Amendment to the Memorandum of Understanding Between Texas Academy of Biomedical Sciences Early College High School and Tarrant County College District to Include TCCD Plus Resources for Dual Credit Courses	160
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University for Educator Preparation Program	163
D. Approve Memorandum of Understanding Between Fort Worth Independent School District (NEW PTECH Schools) and Cloud Unity	186
E. Approve Memorandum of Understanding Between Fort Worth Independent School District and Fort Worth Cradle to Career to Continue the Tarrant To and Through Partnership	195
F. Approve Submission of Allotment and Texas Essential Knowledge and Skills Certification	223
G. Approve Lone Star Governance Quarterly Board Progress Tracker	235
H. Approve Budget Amendment for the Period Ended March 31, 2021	238
I. Approve Request for Carryover of Unused 2020-2021 Leadership Academy Network Budgeted Funds into the 2021-2022 Fiscal Year	242
J. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2021A"; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials	245
K. Consider and Approve an Order Authorizing the Issuance of Unlimited Tax Refunding Bonds in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and	281

Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials	
L. Approve Minutes for the January 7, 2021, February 4, 2021, and March 4, 2021 Racial Equity Committee Meetings	319
M. Approve First Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(LOCAL)	333
N. Approve Closeout Contract with Northridge Construction Group/Basecom Joint Venture for Bid Package 001 (CSP#20-005) and Authorization of Final Payment in the 2013 Capital Improvement Program	340
O. Approve Closeout Contract with Morales Construction for Bid Package 002 (CSP #20-009) and Authorization of Final Payment in the 2013 Capital Improvement Program	342
P. Approve Closeout Contract with Northridge Construction Group/Basecom Joint Venture for Bid Package 003 (CSP #20-007) and Authorization of Final Payment in the 2013 Capital Improvement Program	344
Q. Approve Authorization to Enter into Contracts for Furniture Removal and Disposal Services for the 2017 Capital Improvement Program	346

9. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

10. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. 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. Discussion of Recommendation to Withdraw Proposed Termination of the Chapter 21 Term Employment Contract of a Certain Teacher
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - WEBINAR

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS

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

14. ACTION AGENDA ITEMS

- A. Discussion and Possible Action to Withdraw Proposed Termination of the Chapter 21 Term Employment Contract of a Certain Teacher
- 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
- C. Approve Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code

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

16. ADJOURN

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

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on March 23, 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 March 23, 2021 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Complex, 2903 Shotts Street, Fort Worth Texas and via a Zoom webinar. 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 March 12, 2021 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING MARCH 23, 2021

I, Faye Daniels of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 12, 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 March 12, 2021.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

In the absence of President Jacinto Ramos, First Vice-President Tobi Jackson called the meeting to order at 5:30 p.m.

The following Board Members were present:

Daphne Brookins
Anne Darr
CJ Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Norman Robbins

Absent: Jacinto Ramos

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Raul Pena, Chief of Elementary Schools
Cherie Washington, Chief of Secondary Schools
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
Art Cavazos, Chief of District Operations & Technology

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 of Technology

2. PLEDGES

Pledges were led by Clint Bond.

(Mrs. Paz joined the meeting at 5:41 p.m.)

3. PUBLIC COMMENT

Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the meeting.

Speakers:

Chongsuh Bae - statement read by Clint Bond

Jennifer Treger

Jennifer Sheffield - statement read by Clint Bond

Ann Dipomazio

4. RECOGNITIONS

- A. Naming the Young Women's Leadership Academy Commons the Deborah Ferguson Hall

Clint Bond introduced this recognition.

Tamara Albury, Principal of YWLA gave remarks regarding Mrs. Ferguson.

- B. Proclamation of the 50th Anniversary of the Week of the Young Child

Clint Bond spoke regarding this recognition and read the proclamation.

5. LONE STAR GOVERNANCE

- A. Goal Progress Measure Updates - Goals 1 and 3

Dr. Scribner introduced Sara Arispe who gave an update on Goals 1-3.

Topics Discussed:

Unfinished & Lost Learning Time

Board Outcome Goal A: Early Literacy

Goal Progress Measure 1.1 - Circle - PreK

Phonological Awareness Components¹⁰

Mid-year Progress

TX-KEA for Kindergarten Students
Literacy Components
% on Track for Vocabulary
Change from Beginning to Middle of Year

Goal Progress Measure 1.2 - Map Reading Fluency - K-3
% Meeting Key Fluency Indicators
% Meeting Key Fluency by Student Groups

Goal Progress Measure 1.3 - MAP Reading Growth
Mean RIT Score
% Met Projected Growth
MAP Growth by Student Groups
MAP Reading Growth
% Projected to be at Meets Grade Level

Goal 3: CCMR
Percentage of Students Graduating
Yearly Target Goals for Grade 12
% Seniors Met at Least 1 CCMR Indicator as of February.

Goal Progress Measure 3.2 - Grade 9 On-Track
Grade 9 On-Track - Core Course Failure
% of Freshman Who Failed at Least 1 Core Course
Additional Information

Goal Progress Measure 3.4 - SAT/ACT
% Seniors Met SAT/ACT CCMR Criteria - Fall
% Seniors Met TSIA/College Prep Course CCMR Criteria
CCMR Criteria
District Supports and Goal Priorities

Board Member Questions and Comments:
C.J. Evans
Anael Luebanos
Anne Darr
Quinton Phillips
Daphne Brookins
Norman Robbins

B. Lone Star Governance Quarterly Board Progress Review

Dale Latham joined the meeting to lead the Board with the self-evaluation.
Vision 1
Tobi Jackson discussed this topic. Board has adopted student outcome goals.
Vision 2
Dale Latham - Goal Progress Measures
Norman Robbins commented community involvement is very important.
Vision 3
Daphne Brookins and Dale Latham discussed.
Vision 4
Dale Latham - Adopted Superintendent constraints.
Accountability 1 - Student Outcomes discussed by Tobi Jackson and Daphne Brookins.

Accountability 2 - Dale Latham discussed.
Quinton Phillips discussed goals.
Anne Darr - Advocacy teams and next target.
Unity - Board works collaboratively with Superintendent.
Dale made closing comments and referred to a quarterly tracker report, making significant gains.

6. REPORTS/PRESENTATIONS

A. Bond Updates

Dr. Scribner introduced Michael Ball, Chief Financial Officer, who gave an update.

Topics discussed:

Proposed Upcoming Transactions

FWISD Bond Portfolio Summary

Financing Considerations/Taxable Advance Refunding

\$274.36 Million New Money Bond Sale

In closing, he will come back in April with the bond order and a calendar of events.

7. DISCUSSION OF CONSENT AGENDA ITEMS

There was no discussion.


8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a board member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

A. Board of Education Meeting Minutes


1. February 9, 2021 - Board Workshop Minutes
2. February 23, 2021 - Regular Minutes
3. March 9, 2021 - Special Minutes

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


1. Approve Purchase of Interactive Flat Panels, Non-Interactive Displays and Installation Services for Classroom Additions and Renovations

 Interactive Flat Panels

2. Approve Purchase of Mobile Interactive Flat Panels

 Mobile Interactive Flat Panels

* 3. Approve Purchase of Network Electronics and Wireless Upgrades (E- Rate Eligible)

 Electronics and Wireless Upgrades

4. Approve Renewal of Microsoft Enrollment for Education Solutions Program

 Education Solutions Program

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

 Remodel of the District's Warehouse


6. Approve Interlocal Agreement Between Fort Worth Independent School District and Tarrant County for Parking Lot Improvements and New Parking Lot at 4200 Lubbock Avenue

 Remodel of the District's Warehouse

C. Approve Service Agreement Between Fort Worth Independent School District and the University of Texas Health Science Center at Houston

 University of Texas Health Science Center

D. Approve Memorandum of Understanding Between Fort Worth Independent School District (PTECH School TCC South/FWISD Collegiate High School) and the City of Fort Worth Water Department

 PTECH and the Water Department

E. Approve Application to Renew Community Transportation Innovative Course

 Renew Community Transportation Innovative Course

F. Approve Agreement for Payment to Replace Ad Valorem Taxes Attributable to a Portion of the Dickies Arena Property

 Dickies Arena Property


G. Approve Authorization to Participate in the Cooperative Purchasing Program Offered by the United States General Services Administration

 GSA


H. Approve Naming the Young Women's Leadership Academy Commons the Deborah Ferguson Hall

 Deborah Ferguson Hall

I. Approve Proclamation of the 50th Anniversary of the Week of the Young Child

 Week of the Young Child

J. Approve 2021-2022 Alice Carlson and Jo Kelly Calendars

 2021-2022 Calendars

K. Approve Budget Amendment for the Period Ended February 28, 2021

 Budget Amendment

L. Approve Additional Spending Authority for JOC Hazmat Abatement Services for Job No. 008-203 at North Side High School in Conjunction with the 2017 Capital Improvement Program

 Hazmat Abatement

9. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

The meeting was recessed at 7:27.p.m.

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

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

1. 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)

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened at 8:06 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

14. ACTION AGENDA ITEMS

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


No action taken on this item.

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

Motion was made by CJ Evans, seconded by Norman Robbins, to approve Proposed Termination of Edwin Valencia Cuervo, Contract Employee for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

* C. Approve Performance Contract Between Fort Worth Independent School District and the George and Veronica Phalen Leadership Academies to Manage and Operate a Select Campus

 George and Veronica Phalen Leadership Academies

Motion was made by Norman Robbins, seconded by Quinton Phillips, to approve Performance Contract Between Fort Worth Independent School District and the George and Veronica Phalen Leadership Academies to Manage and Operate a Select Campus.

The motion was unanimously approved.

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

Daphne Brookins
Quinton Phillips
Tobi Jackson
Dr. Scribner
Earl Phalen made a brief comment.

16. ADJOURN

The meeting was adjourned at 8:38 p.m.

/s/ Faye Daniels
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 April 13, 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 April 13, 2021 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Complex, 2903 Shotts Street, Fort Worth, Texas and via a Zoom webinar.

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 April 7, 2021 at 11:00 a.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING APRIL 13, 2021

I, Faye Daniels of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 7, 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 April 7, 2021.

/s/ Faye Daniels
Executive Secretary
Board of Education

1. 5:30 PM - CALL TO ORDER BOARD WORKSHOP - WEBINAR

President Ramos called the meeting to order at 5:32 PM.

(Tobi Jackson joined the meeting at 5:48 PM)

The following Board Members were present:

Daphne Brookins
Anne Darr
Tobi Jackson
Anael Luebanos
Quinton Phillips
Jacinto Ramos
Norman Robbins

Absent: CJ Evans
Ashley Paz

The following administrators were present:

Dr. Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Cynthia Rincon, Chief of Risk, Ethics and Compliance Management
Michael Ball, Chief of Business and Financial Services
Jerry Moore, Chief Academic Officer
Art Cavazos, Chief of District Operations
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Sherry Breed, Chief of Equity & Excellence
Raul Pena, Chief of Elementary Schools
Cherie Washington, Chief of Secondary Schools

Clint Bond, Executive Director of External & Emergency Communications
Barbara Griffith, Senior Communications Officer
David Saenz, Chief Innovation Officer
Kermit Spears, Chief Talent Officer
Marlon Shears, Chief of Technology

2. PUBLIC COMMENT Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the workshop.

There were no speakers.

3. REPORTS/PRESENTATIONS

- A. Budget Update

Dr. Scribner turned the meeting over to Chief of Business and Financial Services, Michael Ball, who gave this presentation.

Michael Ball discussed the following topics:

Finance and Budget Update

2020-2021 Financial Update

-Revenues

-Voter Approved Tax Rate Election

-Enrollment Decrease

-Voter Approved Tax Rate Election

-Hold Harmless State Funding

-Coronavirus Relief Fund - Federal Revenue

-Expenditures

-Annual Results of Operations

Enrollment Decline & Staffing Reductions

Staffing Vs Enrollment

2021-2022 Budget Development Considerations

2021-2022 Budgetary Considerations

-Expenditures

-Current Projection for 2021-2022 Budget Deficit

Administrative Cost Comparison

-Texas Peers - Administrative Costs Per Student

-National Peers - Administrative Costs Per Student

Instructional Cost Comparisons

-Texas Peers - Instructional Costs Per Student

-National Peers - Instructional Costs Per Student

Compensation Assumption

Summary

Next Steps

Questions/Comments were made by the following:

Anne Darr

Daphne Brookins

Norman Robbins

Quinton Phillips

Tobi Jackson

Anael Luebanos

B. Equity Centered Pipeline Initiative

Dr. Scribner introduced Deputy Superintendent Karen Molinar, who gave the presentation.

Ms. Molinar discussed the following topics:

About the Wallace Foundation

Principal Pipeline

Principal Pipelines are a Strategic Approach to Developing and Supporting Principals

Central Question and Goal of the Initiative

-Equity-Centered Pipeline Initiative (ECPI)

Why Fort Worth ISD?

ECPI: A Mutual Learning Journey

District that Complete the Entire Five Years

Grant Amounts "Up To"

Timeline

(President Ramos left the meeting at 6:41 p.m.)

Impact: What Success with Look Like

Questions/Comments were made by the following:

Daphne Brookins

Anne Darr

(Vice-President Tobi Jackson began presiding over the meeting at 6:53)

Norman Robbins

Quinton Phillips

4. DISCUSSION ON LONE STAR GOVERNANCE FRAMEWORK

A. Advocacy

Vice-President Tobi Jackson introduced Dale Latham, who guided the Board on the discussion of Advocacy.

Dale asked the Board and Administration Team to reflect and share their experiences on last week's town hall meetings.

B. Developing Board Constraints

-Dale Latham transitioned into Board Constraints.

-Also, discussed were Superintendent Constraints 3 and 4 and explained the difference between Board and Superintendent constraints.

-Dale helped the Board understand how board constraints focus on student outcomes on future regular board meetings and board workshops.

-Tobi Jackson asked if it's possible to have an all inclusive board constraint that

includes gender, race, and socio-economic status.

-The Board was asked to think about and discuss the super constraint of Theory of Action that defines the work of the District.

Ms. Jackson asked the board for comments, comments were made by:

Anne Darr

Tobi Jackson

Dr. Scribner stated the Chief of Operations, Art Cavazos, will be retiring.

5. ADJOURN

The meeting was adjourned at 7:52 p.m.

/s/ Faye Daniels
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
April 27, 2021**

**TOPIC: APPROVE HEATING, VENTILATION, AND AIR CONDITIONING
REPLACEMENT EQUIPMENT AT TWO SCHOOLS DUE TO EXTREME
WEATHER AND LONG-TERM POWER OUTAGE**

BACKGROUND:

Heating, Ventilation and Air Conditioning (HVAC) equipment at two campuses suffered equipment damage during the extreme weather event and the resulting long-term power outage in February 2021. Carter-Riverside High School’s air handler that conditions the main building lost four (4) coils when the equipment lost freeze protection with the power outage. Carter Park Elementary School had sections of its boiler freeze. A new boiler is needed as it is not cost efficient to repair it.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Heating, Ventilation, and Air Conditioning Replacement Equipment at Two Schools Due to Extreme Weather and Long-Term Power Outage
2. Decline to Approve Heating, Ventilation, and Air Conditioning Replacement Equipment at Two Schools Due to Extreme Weather and Long-Term Power Outage
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Heating, Ventilation, and Air Conditioning Replacement Equipment at Two Schools Due to Extreme Weather and Long-Term Power Outage

FUNDING SOURCE

Additional Details

General Fund	199-51-6299-S21-001-99-451-000000.....\$54,294
	199-51-6299-S21-111-99-451-000000.....\$121,050

COST:

\$175,344

VENDOR:

American Mechanical Services of Texas, LLC

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 577-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Carter-Riverside High School
Carter Park Elementary School

RATIONALE:

Maintaining climate control in District's schools is necessary for teaching and learning.

INFORMATION SOURCE:

Art Cavazos



American Mechanical Services of Texas, LLC



Contract 552-17 HVAC Equipment, Service and Installation
Contract 577-18 Trade Services and Labor 558-18

March 25, 2021

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steven McPherson
Subject: New Chilled Water / HW Coils
Locations: **Amon Carter**

We are pleased to propose the following for consideration of replacing the existing coils.

We propose to furnish all labor and material for a cost of **\$54,294.00**

Scope: Replace existing chilled water / how water coils

- Isolate coils utilizing existing isolation valves
- Demo existing coils and remove from site
- Supply and install new coils
- Leak check
- Re-insulate as necessary (new piping only)
- Return to service

Excludes any asbestos testing or abatement

List of Coils to be replaced:

Trane RTU PCCA-1024	qty 2 coils
Basement AHU 3	qty 1 coil
Mechanical room AHU 7	qty 1 coil
Mechanical room AHU 8	qty 1 coil

Build time 3-4 weeks + 3 days to ship

This proposal does not include any sales tax, overtime labor, new electrical service, permit, expedited freight or any special handling charges that may be applicable, asbestos testing or abatement, any controls or EMS modifications

This proposal will remain in effect for a period of ninety (90) days upon receipt. Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Yes. We do accept this proposal_____

Sincerely,

Print Name: _____ (Date)

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Signature: _____



American Mechanical Services of Texas, LLC



Contract 552-17 HVAC Equipment, Service and Installation
Contract 577-18 Trade Services and Labor 558-18

March 29, 2021

Emergency Replacement

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steve McPherson
Subject: (1) New Lochinvar Crest Boiler
Location: **Carter Park Elementary School**

We are pleased to propose the following for consideration of replacing the existing Weil McLain boiler with a new Lochinvar Condensing Boiler to match existing BTU.

We propose to furnish all labor and material for a cost of **(see below)**

Scope:

- **Demo and dispose of one cast iron sectional boiler**
- **Provide and install one Lochinvar Crest FBN2501, 2 million BTUH full modulating forced draft 20 PPM Low Nox burner with 15/1 turndown as manufactured by Lochinvar shall be 1 Pass Fire Tube design, Stainless Steel fire tubes, "H" stamped heat exchanger, condensing atmosphere, stamped 160 PSIG ASME CODE. Boilers shall be 96% efficient complete with UL/FM gas train, relief valve, temperature pressure gauge, and gas regulator**
 - **Touchscreen Operating Control System.**
 - **O2 Compensation.**
 - **Heat Exchanger Stress Reliever.**
 - **Variable Speed System Pump Control.**
 - **8" Full Color LCD Display**
 - **Built In Cascading Sequencer for up to 8 boilers.**
 - **Precise Temperature Control.**
 - **Modbus Communications.**
 - **Data Logging.**
 - **Log Reports and Fault History.**
 - **0 - 10 VDC BMS Integration.**
 - **Outdoor Reset Control.**
 - **Log Reports and Fault History.**
- **Re- pipe boiler water piping to the new boiler supply and return**
- **Disconnect/reconnect existing controls and integrate into existing BAS – by LSI**
- **Provide, install, calibrate and test (1) CO2 monitor per state code**
- **Pipe in drain neutralizer and pipe to floor drain**
- **Provide and install new vent pipe from boiler thru the roof**

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA4009C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 MP-39672

- Re- pipe gas to new gas connection on new boiler
- Re- insulate disturbed piping with matching insulation in boiler room
- Re-connect existing controls
- Extend existing electrical service to new boiler
- Leak check and start up boiler
- Permit cost(s)
- Performance and Payment Bonds

Base Price:	\$110,085.00
Overtime Add (if required):	\$ 6,020.00
Contingency:	\$ 5,000.00
Total:	\$121,050.00

Excludes: any sales tax, overtime labor, removal of existing security gate, roofing, controls upgrades, concrete, existing leaks in building, pumps, expedited freight or any special handling charges that may be applicable.

This proposal will remain in effect for a period of ninety (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Donny Foulks
Service Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____
 Print Name: _____ (Date)
 Signature: _____



Vendor Contract Information Summary

Vendor Name American Mechanical Services (AMS)
Contact Bob Henry
Phone Number 2814031701
Email rhenry@amsfusa.com
Website www.amsfusa.com
Federal ID 20-5170025
Accepts RFQs No
Address Line 1 13627 Stafford Road
Vendor City Stafford
Vendor Zip 77477
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Certificate Number N
Certifying Agency N
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 3, 4, 5, 6, 10, 11, 12
States Served Texas
Contract Name Building Maintenance, Repair, Operations Supplies and Equipment
Contract # 577-18
Effective Date 12/01/2018
Expiration Date 11/30/2021
Quote Reference Number 577-18



Vendor Contract Information Summary

Additional Dealers American Mechanical Services of Houston (AMS), Irving TX
Additional Info null

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

TOPIC: APPROVE ELEVATOR MODERNIZATION AT EASTERN HILLS HIGH SCHOOL DUE TO FLOODING AFTER EXTREME WEATHER

BACKGROUND:

The elevator at Eastern Hills High School suffered equipment damage due to the extreme weather event in February 2021 that resulted in flooding of the motor and other vital mechanisms. The elevator will undergo a modernization to restore it, as parts are obsolete.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Elevator Modernization at Eastern Hills High School Due to Flooding After Extreme Weather
2. Decline to Approve Elevator Modernization at Eastern Hills High School Due Flooding After Extreme Weather
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Elevator Modernization at Eastern Hills High School Due to Flooding After Extreme Weather

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-S21-006-99-451-000000

COST:

\$74,600

VENDOR:

K & M Elevator, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-050

Number of Bid/Proposals received: 7

HUB Firms: 3

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

Eastern Hills High School

RATIONALE:

Elevators at campuses provide support for mobility impaired students and staff.

INFORMATION SOURCE:

Art Cavazos



Estimate

Date 3/30/2021

Estimate No. 12151

Created By: fallon@kmelevator.com

K & M Elevator, LLC

2229 E. Loop 820 N.
Fort Worth, Texas 76118

Name / Address

Fort Worth Independent School District
ATTN: Accounts Payable
100 N. University Drive
Suite NW 140-E
Fort Worth, Texas 76107

Ship To Address

Fort Worth ISD
Eastern Hills High School 006
5701 Shelton Street
Fort Worth, Texas 76112
Region: East

Description	Qty	Rate	Total
-------------	-----	------	-------

Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016

Modernization of (1) Hydraulic Elevator Specifications: (1) MCE Controller, Selector, Car Top Inspection (1) Minnesota Tank Unit, Motor, Valve and New Oil (1) New Fixtures (1) Travel Cable and Hoistway Wire (1) Door Operator (1) Inspection / Plan Review Freight / Shipping & Handling	1	74,600.00	74,600.00
--	---	-----------	-----------

Below are the Progressive Payment / Billing Terms:
Down Payment: \$37,300.00 [Prior to ordering material.]
1st Progressive Billing: \$18,650.00 [Payment due upon receipt and delivery of material]
Final Billing: \$18,650.00 [Due upon completion of all work.]
Note: The above breakdown does not include applicable sales tax.

Subtotal	\$74,600.00	Sales Tax (8.25%)	\$0.00	Total	\$74,600.00
-----------------	--------------------	--------------------------	---------------	--------------	--------------------

Thank you for considering K & M Elevator, LLC for your vertical transportation needs.
Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.

Name: _____

Signature: _____

Title: _____

Date: _____

Mission Statement: Dedication in providing quality vertical transportation services, by investing in our team to exceed our customer's expectation.

Office 817-284-0032

Fax 817-284-0121

www.kmelevator.com

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

**TOPIC: **APPROVE PURCHASE OF SPANISH AND ENGLISH LITERACY
MATERIALS FOR GRADE 5 DUAL LANGUAGE CLASSROOMS****

BACKGROUND:

Dual language classrooms need Science literacy materials in Spanish to support the biliteracy model currently in place at elementary schools. There is also a need for both fiction and non-fiction text in Spanish and English. The purchase of the literacy materials will address both the need for Science materials as well as for fiction and non-fiction text in two languages. In addition, the digital literacy materials subscriptions will support students who are learning both virtually and in-person.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Spanish and English Science Literacy Materials for Grade 5 Dual Language Classrooms
2. Decline to Approve Purchase of Spanish and English Science Literacy Materials for Grade 5 Dual Language Classrooms
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of English and Spanish Literacy Materials for Grade 5 Dual Language Classrooms

FUNDING SOURCE

Additional Details

General Fund

199-11-6329-0D3-XXX-25-370-00000

COST:

\$61,321

VENDOR:

TPR Global 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 Educational Purchasing Cooperative of North Texas, Dallas Independent School District Contract #RFP JB-205466. 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:

West Handley Elementary	Burton Hills Elementary	Carroll Peak Elementary	Carter Park Elementary	Manuel Jara Elementary
George C. Clarke Elementary	Lily B. Clayton Elementary	E.M. Daggett Elementary	Rufino Mendoza Elementary	De Zavala Elementary
Diamond Hill Elementary	S.S. Dillow Elementary	Eastern Hills Elementary	East Handley Elementary	C.C. Moss Elementary
Harlean Beal Elementary	Rosemont Park Elementary	Glen Park Elementary	W.M. Green Elementary	Green Briar Elementary
Van Zandt-Guinn Elementary	Hubbard Heights Elementary	H.V. Helbing Elementary	Kirkpatrick Elementary	Meadowbrook Elementary
D. McRae Elementary	M.H. Moore Elementary	Morningside Elementary	Charles Nash Elementary	North Hi Mount Elementary
Oakhurst Elementary	Natha Howell Elementary	Oaklawn Elementary	A.M. Pate Elementary	M.L. Phillips Elementary
Luella Merrett Elementary	Versia Williams Elementary	Maudrie M. Walton Elementary	Sam Rosen Elementary	Sagamore Hill Elementary
Richard J. Wilson Elementary	South Hi Mount Elementary	South Hills Elementary	Springdale Elementary	Sunrise McMillan Elementary

W.J. Turner Elementary	Washington Heights Elementary	Waverly Park Elementary	Westcliff Elementary	Westcreek Elementary
Western Hills Elementary	Worth Heights Elementary	David K. Sellars Elementary	T.A. Sims Elementary	Woodway Elementary
Lowery Road Elementary	Alice Contreras Elementary	Western Hills Elementary	Clifford Davis Elementary	Cesar Chavez Elementary
M.G. Ellis Elementary	Bonnie Brae Elementary	Seminary Hills Elementary	Dolores Huerta Elementary	

RATIONALE:

The purchase of these literacy materials will boost our dual language students’ academic Spanish vocabulary. Additionally, these materials will help model sophisticated sentence structures, expose students to a variety of text features and engage them in a range of cognitively demanding content.

INFORMATION SOURCE:

Jerry Moore



TPR Global Education
Frisco, TX 75036
214-497-5353
info@tprglobaled.com

BILL TO	
<i>District/School:</i>	Forth Worth ISD
<i>Contact:</i>	Maria Hernandez
<i>Department:</i>	Dual Language
<i>Street:</i>	100 N. Universtiy
<i>City, State, ZC:</i>	Ft. Worth, TX
<i>Phone:</i>	

SHIP TO	
<i>District/ School:</i>	
<i>Contact:</i>	
<i>Department:</i>	
<i>Street :</i>	
<i>City, State, ZC:</i>	
<i>Phone:</i>	

COMMENTS:

ITEM #	ISBN	DESCRIPTION	QTY	UNIT	TOTAL
1	TPR-CL5-DL-SCI	5th Grade Dual Language Science Library Print and Multi-User Digital License for 66 Buildings 10 English and 10 Spanish Titles	125	\$199.80	\$24,975.00
2	TPR-AUT-5GR	5th Grade Spanish Classroom Library 10 Title Collection El Tren Dorado Print And 1 Year Digital Licenses	125	\$145.95	\$18,243.75
3	TPR-CL5-ENG	5th Grade English Classroom Library 10 Title English Collection Print	125	\$125.95	\$15,743.75

Quote Prepared by:
Mark Taylor
mark@tprglobaled.com

SUBTOTAL	\$58,962.50
Freight 9%	
Reduced Freight 4%	2,358.50
TOTAL	\$61,321.00

29180

MICHAEL HINOJOSA,
ED.D.
SUPERINTENDENT OF
SCHOOLS



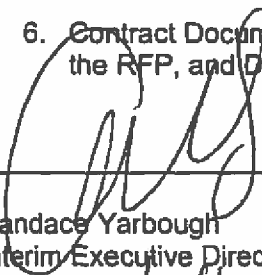
Contract Award

July 29, 2019

TPR Global Education, LLC
1934 Bishop Hill
Frisco, TX 75035

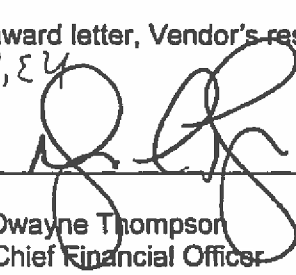
Subject: Award of RFP # JB-205466- Instructional and Enrichment Materials,
Board Doc # 8.04-052319

1. Offer is accepted and award of above RFP is made to TPR Global Education, LLC effective the date of last execution by Dallas ISD authorized signator on this award letter through June 30, 2022, with two (2) one-year renewal options.
2. Award is made to Vendor for the below discipline(s):
 - Dual Language
3. Per response to RFP, Award is made with no exceptions to RFP.
4. 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.
5. **No guarantee of any purchase is made with this award.**
6. Contract Documents for this RFP are this executed award letter, Vendor's response to the RFP, and Dallas ISD's RFP with Addenda 1, 2, 3, & 4



 Candace Yarbough
 Interim Executive Director, Procurement Services

Date: 8/5/19



 Dwayne Thompson
 Chief Financial Officer

Date: 8/5/19

Approved as to Form.



 Dallas ISD Legal Counsel

8/11/2019

 Date

July 2019

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

**TOPIC: APPROVE PURCHASE OF ENGLISH LITERACY MATERIALS
FOR KINDERGARTEN AND FIRST GRADE DUAL LANGUAGE
CLASSROOMS**

BACKGROUND:

In 2019, the District adopted literacy materials for grades K – 8 as called for in Texas Education Agency’s (TEA) Proclamation 2019; however, English books were not purchased for Dual Language classrooms. This purchase will provide materials in both languages for Dual Language students.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of English Literacy Materials for Kindergarten and First Grade Dual Language Classrooms
2. Decline to Approve Purchase of English Literacy Materials for Kindergarten and First Grade Dual Language Classrooms
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of English Literacy Materials for Kindergarten and First Grade Dual Language Classrooms

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-0D3-XXX-25-370-000000

COST:

\$422,238.18

VENDOR:

SAVVAS Learning Company (formerly Pearson K-12 Learning)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-085-E

Number of Bid/Proposals received: 26

HUB Firms: 1

Compliant Bids: 24

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

Literacy and Bilingual/ESL Departments

68 Elementary Dual Language Schools

RATIONALE:

In providing a more effective Dual Language model, students need access to reading materials in both languages.

INFORMATION SOURCE:

Jerry Moore



(formerly Pearson K12 Learning)

Fort Worth ISD - 15% Discount - myView Silver Consumable Package Grade K & 1 with 4% growth

ISBN	Title	Grade	S&H	Bid Price	15%	15%	Total Dollars/Purchase	
					No Charge	No Charge	Quantity/Units	Total Price
					Quantity/Units	Savings	Quantity/Units	Total Price
myView								
9780134919904	MYVIEW LITERACY 2020 TEXAS SILVER CONSUMABLE STUDENT PACKAGE WITH DIGITAL COURSEWARE 6-YEAR LICENSE GRADE K	K		\$ 136.47	263	\$ 35,891.61	1,493	\$ 203,749.71
9780134919911	MYVIEW LITERACY 2020 TEXAS SILVER CONSUMABLE STUDENT PACKAGE WITH DIGITAL COURSEWARE 6-YEAR LICENSE GRADE 1	1		\$ 136.47	283	\$ 38,621.01	1,601	\$ 218,488.47
subtotal					-	\$ -	-	\$ 422,238.18
Shipping and Handling							0.0%	\$ -
total					-	\$ -	-	\$ 422,238.18

The 15% discount is based on previous purchase of myView

[Please send final Purchase Orders to irvingsupport@savvas.com](mailto:irvingsupport@savvas.com)

Note: This is a Price Proposal. It is not a formal contract. Non-Contract prices are subject to change without notice.

Loc	School	DL One-Way	DL Two-Way
153	A.M. Pate		PK-5
220	Alice D. Contreras	PK-5	
225	Bonnie Brae	PK-5	
107	Burton Hill		KG-5
110	Carroll Peak	PK-5	
111	Carter Park	PK-5	
223	Cesar Chavez	PK-5	
148	Charles E. Nash		PK-3
127	Christene C. Moss		PK-5
222	Clifford Davis	PK-5	
117	Como	PK-4	5
143	D. McRae	PK-5	
119	Daggett	2-5	PK-1
186	David K. Sellars	PK-5	
121	De Zavala	5	PK-4
122	Diamond Hill	PK-5	
227	Dolores Huerta	PK-5	
126	East Handley	PK-5	
125	Eastern Hills	PK-5	
115	George C Clarke	PK-5	
132	Glen Park	PK-5	
134	Greenbriar	PK-5	
138	H.V. Helbing	PK-5	
130	Harlean Beal	PK-5	
137	Hubbard Heights	PK-5	
129	John T. White	PK-5	
139	Kirkpatrick	PK-5	
116	Lily B. Clayton	PK	KG-5
219	Lowery Road	PK-5	
157	Luella Merrett	PK-5	
146	M.H. Moore	PK-5	
154	M.L. Phillips	2-5	PK-1
114	Manuel Jara	PK-5	
124	Maude I. Logan	PK-5	
160	Maudrie M. Walton		1-5
141	Meadowbrook	PK-5	
144	Mitchell Blvd.	PK-5	
147	Morningside		PK-5
151	Natha Howell	PK-5	
149	North Hi Mount	PK	KG-5
150	Oakhurst	PK-5	
152	Oaklawn	PK-5	
165	Richard J. Wilson	PK-5	
131	Rosemont Park ES	PK-5	

120	Rufino Mendoza	PK-5	
123	S.S. Dillow	PK-5	
162	Sagamore Hill	PK-5	
161	Sam Rosen	PK-5	
226	Seminary Hills Park	PK-5	
166	South Hi Mount	5	PK-4
167	South Hills	PK-5	
168	Springdale	PK-5	
169	Sunrise-McMillian		PK-4
208	T.A. Sims	PK-5	
135	Van Zandt-Guinn	PK-5	
159	Versia L. Williams	PK-5	
172	W.J. Turner	PK-5	
133	W.M. Green	PK-5	
175	Washington Heights	PK-5	
176	Waverly Park	KG-5	
105	West Handley	PK-5	
177	Westcliff	PK-5	
178	Westcreek	PK-5	
180	Western Hills	2-5	
221	Western Hills Primary	PK-1	
216	Woodway	PK-5	
184	Worth Heights	PK-5	

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

TOPIC: **APPROVE PURCHASE OF ADVANCED PLACEMENT SOCIAL STUDIES, MATH, AND SCIENCE MATERIALS**

BACKGROUND:

School districts adopt new materials in accordance with the timelines established by the Texas Education Agency (TEA). Advanced Placement (AP) Social Studies, Math, and Science materials were last purchased at those respective timelines. The contracts for those materials have expired and new materials need to be purchased until TEA calls for the adoption of new materials in those content areas.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Purchase of Advanced Placement Social Studies, Math, and Science Materials
- 2. Decline to Approve Purchase of Advanced Placement Social Studies, Math, and Science Materials
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Advanced Placement Social Studies, Math, and Science Materials

FUNDING SOURCE

Additional Details

Special Revenue 410-11-6321-001-XXX-11-458-000000-12245

COST:

Social Studies.....\$1,307,976.35
Math and Science..... \$508,495.25
Total.....\$1,816,471.60

VENDORS:

Bedford, Freeman & Worth.....\$519,776.46
McGraw Hill..... \$82,890.00
Savvas.....\$688,156.14

Cengage.....	\$83,996.00
Norton.....	\$161,200.00
Barnes and Noble.....	\$14,369.00
HMH.....	\$266,084.00

PURCHASING MECHANISM

Bid/RFP/RFQ

Bedford Freeman & Worth

Bid/Proposal Statistics
 Bid Number: 13-015-C
 Number of Bid/Proposals received: 42
 HUB Firms: 6
 Compliant Bids: 42

MacGraw Hill

Cengage
Barnes & Noble
 Bid/Proposal Statistics
 Bid Number: 20-040
 Number of Bid/Proposals received: 225
 HUB Firms: 15
 Compliant Bids: 224

Savvas

Bid/Proposal Statistics
 Bid Number: 19-085-E
 Number of Bid/Proposals received: 26
 HUB Firms: 1
 Compliant Bids: 24

Houghton Mifflin Harcourt

Bid/Proposal Statistics
 Bid Number: 13-015
 Number of Bid/Proposals received: 36
 HUB Firms: 0
 Compliant Bids: 34

The above bids/proposals have been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms who were compliant in their response 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 MECHANISM (continue):

W.W. Norton

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 Network Cooperative of North Texas, Lewisville Independent School, Contract RFP 2612-19. Supporting document 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:

Purchase of resources ensures students have equitable access to instructional materials as outlined in the district’s curriculum for social studies, science, and mathematics.

INFORMATION SOURCE:

Jerry Moore



Please Submit Your Purchase Order To:
 MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mpsvirginia.com

Full Name Kathleen Hall
 Primary Email kathleen.hall1@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066533	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/3/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Kathleen Hall	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States
Phone	(817)871-2000		

Itemized Products

ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1319210155	9781319210151	Freedom on My Mind	3	Deborah Gray White; Mia Bay; Waldo E. Martin, Jr.	\$96.48	1,100.00	\$106,128.00
1319441505	9781319441500	VitalSource for Freedom on My Mind (Six-Use Online)	3	Deborah Gray White; Mia Bay; Waldo E. Martin, Jr.	\$30.00	1,100.00	\$33,000.00

Itemized Product Total: \$139,128.00

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees: \$2,782.56
 Special Shipping and Processing Fees: \$0.00
 Total Shipping and Processing Fees: \$2,782.56

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made by credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
16365 James Madison Highway
Gordonsville, VA 22942
Toll Free: (540) 672-7744
Email: highschool@mps virginia.com

Full Name Kathleen Hall
Primary Email kathleen.hall1@fwisd.org
Phone (817)871-2000

Grand Totals

Itemized Products + Shipping and Processing Fees: \$141,910.56

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made on credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
 MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Kathleen Hall
 Primary Email kathleen.hall1@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066534	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/3/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Kathleen Hall	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States
Phone	(817)871-2000		

Itemized Products									
ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price	
1319113273	9781319113278	Krugman's Economics for the AP® Course	3	David A. Anderson; Margaret Ray		\$167.40	1,100.00	\$184,140.00	
1319113672	9781319113674	SaplingPlus for Krugman's Economics for the AP® Course (Six-Use Online)	3	David A. Anderson; Margaret Ray	Package pricing	\$36.00	1,100.00	\$39,600.00	
Itemized Product Total:								\$223,740.00	

Free Product: Please include in your PO:									
ISBN	EAN	Free Product	Edition	Author		Net Price	Quantity	Your Price	
1319114253	9781319114251	Teacher's Edition for Krugman's Economics for the AP® Course	3	Margaret Ray		\$468.00	28	\$0.00	
1319114199	9781319114190	Teacher's Resource Flash Drive for Krugman's Economics for the AP® Course	3	Margaret Ray		\$468.00	28	\$0.00	

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
16365 James Madison Highway
Gordonsville, VA 22942
Toll Free: (540) 672-7744
Email: highschool@mpsvirginia.com

Full Name Kathleen Hall
Primary Email kathleen.hall1@fwisd.org
Phone (817)871-2000

1319114385	9781319114381	ExamView Assessment Suite for Krugman's Economics for the AP® Course	3	Margaret Ray	\$468.00	28	\$0.00
------------	---------------	--	---	--------------	----------	----	--------

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees:	\$4,474.80
Special Shipping and Processing Fees:	\$0.00
Total Shipping and Processing Fees:	\$4,474.80

Grand Totals

Itemized Products + Shipping and Processing Fees: \$228,214.80

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made by credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Kathleen Hall
 Primary Email kathleen.hall1@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066528	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/3/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Kathleen Hall	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States
Phone	(817)871-2000		

Itemized Products									
ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price	
1319362540	9781319362546	Updated Myers' Psychology for AP®	3	David G. Myers; C. Nathan DeWall		\$145.16	520.00	\$75,483.20	
1319362621	9781319362621	LaunchPad for Updated Myers' Psychology for AP® (Six-Use Online)	3	David G. Myers; C. Nathan DeWall	**package price**	\$24.42	520.00	\$12,698.40	
Itemized Product Total:								\$88,181.60	

Free Product: Please include in your PO:									
ISBN	EAN	Free Product	Edition	Author		Net Price	Quantity	Your Price	
1319362583	9781319362584	ExamView Assessment Suite for Updated Myers' Psychology for AP®	3	David G. Myers; C. Nathan DeWall		\$468.00	13	\$0.00	
1319362591	9781319362591	Teacher's Resource Flash Drive for Updated Myers' Psychology for AP®	3	David G. Myers; C. Nathan DeWall		\$468.00	13	\$0.00	

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made on credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
16365 James Madison Highway
Gordonsville, VA 22942
Toll Free: (540) 672-7744
Email: highschool@mpsvirginia.com

Full Name Kathleen Hall
Primary Email kathleen.hall1@fwisd.org
Phone (817)871-2000

1319362575 9781319362577	Teacher's Edition for Updated Myers' Psychology for AP®	3	David G. Myers; C. Nathan DeWall	\$468.00	13	\$0.00
--------------------------	--	---	-------------------------------------	----------	----	--------

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location **Continental US and Puerto Rico**

Shipping and Processing Fees:	\$1,763.63
Special Shipping and Processing Fees:	\$0.00
Total Shipping and Processing Fees:	\$1,763.63

Grand Totals

Itemized Products + Shipping and Processing Fees: \$89,945.23

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made by credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

PROFORMA INVOICE # 7027403007

Internal Use Only: 7027403007
Purchase Order #: PRICEQUOTE
Document Control #: 386691
of Cartons: 0
FOB:
Ship Via:
Tax Certificate:
Invoice Date: 01/08/2021
Payment Due: 09/30/2021
Invoice Routing: 1C

BILL - TO

FORT WORTH INDEPENDENT SCHOOL DIST
ACCOUNTS PAYABLE
100 N UNIVERSITY DR STE NW 140E
FORT WORTH TX 76107

SHIP - TO

FORT WORTH INDEPENDENT SCHOOL DIST
ACCOUNTS PAYABLE
100 N UNIVERSITY DR STE NW 140E
FORT WORTH TX 76107
Acct.# 2313448

Acct.# 2313448

Title/Description	Copyright	ISBN13/Material#	Qty	Unit Price	Discount	Extended Price
Gov in Am PresElec 18e SE wMyLabe 6yr	2022	978013692810-2	1,100	150.97	NET	166067.00

According to our records, your order is now complete. If your records do not agree, please call customer service at the number on the back of this invoice.

texasalesops@savvas.com

SHIPPING AND HANDLING CHARGES WILL BE PREPAID AND ADDED TO YOUR INVOICE.
ALL CHARGES ARE FOB SHIPPING POINT. THERE WILL BE A 2% CHARGE FOR ALL
ORDERS SHIPPING USING YOUR PREFERRED CARRIER AND/OR PICKED UP AT OUR

PROFORMA INVOICE

Hours of Operation 8:00 AM to 8:00 PM EST
Contact Customer Support : support.savvas.com.
Please note Savvas does not accept credit card information via mail or email

Please visit OASIS at oasis.savvas.com to print additional copies of this invoice.

MEET SAVVAS LEARNING COMPANY! Formerly known as Pearson K12 Learning, Savvas Learning Company proudly carries on a longstanding tradition of delivering the highest-quality learning solutions available in K-12 education today. Learn more about our next-generation learning solutions at ... savvas.com.



PO Box 6820
Chandler, AZ 85246
USA

Savvas Learning Company LLC
 PEARSON K12 LEARNING - SCOTT FORESMAN - PRENTICE HALL - PEARSON

PROFORMA INVOICE # 7027403007

Internal Use Only: 7027403007
Purchase Order #: PRICEQUOTE
Document Control #: 386691
of Cartons: 0
FOB:
Ship Via:
Tax Certificate:
Invoice Date: 01/08/2021
Payment Due: 02/07/2021
Invoice Routing: 1C

SHIP - TO

FORT WORTH INDEPENDENT SCHOOL DIST
ACCOUNTS PAYABLE
100 N UNIVERSITY DR STE NW 140E
FORT WORTH TX 76107

Acct.# 2313448

BILL - TO
FORT WORTH INDEPENDENT SCHOOL
DIST
ACCOUNTS PAYABLE
100 N UNIVERSITY DR STE NW 140E
FORT WORTH TX 76107

Acct.# 2313448

Title/Description	Copyright	ISBN13/Material#	Qty	Unit Price	Discount	Extended Price
-------------------	-----------	------------------	-----	------------	----------	----------------

WAREHOUSE. PLEASE REFERENCE THE PROFORMA NUMBER FOR CORRECT PRICING.
 THIS QUOTE IS VALID UNTIL 9/30/2021

REMITTANCE ADDRESS
 Savvas Learning Company LLC
 PO Box 409496
 Atlanta GA 30384-9496
 USA

PLEASE MAKE PAYMENT IN U.S. DOLLARS

PRODUCT CHARGE	166,067.00
SHIPPING/HANDLING	14,115.70
TOTAL	180,182.70
AMOUNT DUE \$	180,182.70

PROFORMA INVOICE

Hours of Operation 8:00 AM to 8:00 PM EST
Contact Customer Support : support.savvas.com.
Please note Savvas does not accept credit card information via mail or email

INSTRUCTIONS THIS ORDER:

All Returns must be authorized in advance by customer service. See reverse side for instructions.

All claims for adjustments must be made within 45 days of receipt of the shipment.

The terms and conditions and service information on the reverse side apply to and are incorporated in this invoice.



Xavier Pantoja

Ft Worth Ind School District
 100 N University Dr
 Fort Worth, TX 76107-1360
 United States

Quote Number: 138045-2

Quote Creation Date: 01-07-2021

Quote Expiration Date: 09-30-2021

Quote Release: 2

Ft Worth ISD AP World History Print
 Price Quote Summary

Solution	Base Amount	Total
Stearns: World Civilization: The Global	\$ 201,461.00	\$ 201,461.00
Solution Subtotal	\$ 201,461.00	\$ 201,461.00
	Shipping & Handling	\$ 17,124.19
		Total \$ 218,585.18

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Stearns: World Civilization: The Global Experience				
World Civilizations: The Global Experience, Since 1200 8th Edition, AP® Edition ©2021 with MyLab® History with Pearson eText, Stearns et al.,				
9780135702727	WORLD CIVILIZATIONS: THE GLOBAL EXPERIENCE, SINCE 1200 AP* EDITION	\$154.97	1,300	\$201,461.00
	World Civilizations: The Global Experience, Since 1200 8th Edition, AP® Edition ©2021 with MyLab® History with Pearson eText, Stearns et al., Subtotal			\$ 201,461.00
	Stearns: World Civilization: The Global Experience Subtotal			\$ 201,461.00
	Solution Subtotal			\$ 201,461.00
			Shipping and Handling	\$ 17,124.19
			Total	\$ 218,585.19

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

MySavvas Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>



Xavier Pantoja

Ft Worth Ind School District
 100 N University Dr
 Fort Worth, TX 76107-1360
 United States

Quote Number: 138045-5

Quote Creation Date: 01-07-2021

Quote Expiration Date: 09-30-2021

Quote Release: 5

Ft Worth ISD AP European Print
 Price Quote Summary

Solution	Base Amount	Total
Kagan: The Western Heritage since	\$ 6,898.50	\$ 6,898.50
Solution Subtotal	\$ 6,898.50	\$ 6,898.50
	Shipping & Handling	\$ 586.37
		Total \$ 7,484.87

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Kagan: The Western Heritage since 1300				
The Western Heritage Since 1300 12th Edition, AP® Edition ©2020 with MyLab History with Pearson® eText, Kagan et al				
9780135258514	THE WESTERN HERITAGE, SINCE 1300 AP 12TH EDITION	\$137.97	50	\$6,898.50
	The Western Heritage Since 1300 12th Edition, AP® Edition ©2020 with MyLab History with Pearson® eText, Kagan et al Subtotal			\$ 6,898.50
	Kagan: The Western Heritage since 1300 Subtotal			\$ 6,898.50
	Solution Subtotal			\$ 6,898.50
	Shipping and Handling			\$ 586.37
				Total \$ 7,484.87

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

MySavvas Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>

W. W. Norton & Company
Independent and Employee-Owned
Norton High School Price Quote
 Price quote prepared for:
 Fort Worth Independent School District
 1050 Bridgewood Drive | Fort Worth, TX 76112

Prepared on:	1/12/21
Valid until:	12/31/21
Representative:	Anastasi
Email:	aanastasi@wwnorton.com
Phone number:	646-856-3520

Title & Edition	ISBN	Quantity	Unit Cost	Total
PACKAGE: Give Me Liberty! 6th AP® Edition + Voices of Freedom, 6th Edition Vols. 1 & 2 + 6- year online student subscription to ebook, InQuizitive, History Skills Tutorials	978-1-324-01210-8	1000	\$155.00	\$155,000.00
			Print Sub Total	\$155,000.00
			S&H*	\$6,200.00
			Print Total	\$161,200.00

Digital access

Name of person to receive digital access codes: Xavier Pantoja
 Email address of person to receive digital access codes: xavier.pantoja@fwisd.org
 Title and edition of book: Give Me Liberty! 6th AP® Edition

Total # of uses:	6000
-------------------------	------

ORDER TOTAL**	\$161,200.00
----------------------	---------------------

Special Notes to Warehouse:

Instructor Resources

Please note that only classroom sets purchased through W. W. Norton & Company will qualify for complimentary teaching materials and access. Print no-charge items must be included on purchase order to ensure delivery. Adopters are eligible to access online instructor resources for the titles purchased. Please contact your Norton representative for access once your order is placed.

Title	ISBN	Access Type	Charge
Give Me Liberty, 6th AP® Edition Desk Copy	978-0-393-69701-8		no charge
Voices of Freedom 6e Vol. 1 Desk Copy	978-0-393-69691-2		no charge
Voices of Freedom 6e Vol. 2 Desk Copy	978-0-393-69692-9		no charge
AP® Curriculum Planning and Pacing Guide	Downloadable		no charge
AP® Test Bank	Downloadable		no charge
Historical Thinking Skills Worksheets by John Irish	Downloadable		no charge
Instructor's Manual	Downloadable		no charge
Lecture Slides	Downloadable		no charge
Image Files	Downloadable		no charge
Coursepack	Downloadable		no charge
Norton American History Digital Archive	Online		no charge
StudySpace student site	Online		no charge

Instructor Name(s) and Email(s): Pantoja, Xavier <xavier.pantoja@fwisd.org>

For Ordering Information and Frequently Asked Questions, please visit: WWNorton.com/rd/hsordering

*If your school has requested that orders be shipped by FedEx, UPS or any other specified carrier, shipping charges will reflect special fees. Please let us know in advance if this is the case so that we may provide a different shipping quote to you. Otherwise, shipping costs are 4%.

**When you place your order, please supply a copy of your tax exempt certificate.

If this is not available, your local and state sales taxes will be added to your final purchase order.



Houghton Mifflin Harcourt

Proposal

Prepared For

Ft Worth Ind School District

100 N University Dr
Fort Worth TX 76107

Attention:

Kathleen Hall

kathleen.hall1@fwisd.org

For the Purchase of:

AP Human Geography - Print plus Digital (6 years)

Prepared By

Jay Burns

jay.burns@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Kathleen Hall
kathleen.hall1@fwisd.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

HMH Confidential and Proprietary

Proposal for
Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Materials
Grade 9 Materials and Services				
1789065 9780358395669	2020 Fouberg, Human Geography for the AP Course, First Edition Online Student Edition Set 6 Year Grades 9-12	\$172.00	1,400	\$240,800.00

Total for Materials and Services

Total for Grade 9 **\$240,800.00**

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$240,800.00
Shipping & Handling:	\$25,284.00
Total Cost of Proposal (PO Amount):	\$266,084.00

****Please add proper sales tax to your order****

Attention:
Kathleen Hall
kathleen.hall1@fwisd.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$266,084.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Fort Worth ISD	Fort Worth ISD
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 12/17/2020

Proposal Expiration Date: 7/31/2021



Houghton Mifflin Harcourt

Attention:
Kathleen Hall
kathleen.hall1@fwisd.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

Barnes & Noble Booksellers
Store 2344

Message From Store:

Quote #: 1231212

Prepared For: Kathleen Hall

Quote Type: Book

School/Company: Fort Worth ISD

Preparation Date: 3/3/2021

Customer Phone: (817) 814-2470

Due Date: 7/30/2021

Customer Email: Kathleen.Hall1@fwisd.org

Store: 2344

Shipping Address:

Store Contact: Suzanne Howell

Store Phone: (516) 479-7130

Store Email: crm2344@bn.com

Note: Please attach your Quote to Purchase Order when ready to Order.

<u>Product #</u>	<u>Item</u>	<u>Vendor</u>	<u>Quantity</u>	<u>List Price</u>	<u>Discount %</u>	<u>Quoted Price</u>	<u>Extended Price</u>	
1	9780143119289	Harvest of Empire: A History of Latinos in	Penguin Publishing	1100	\$19.00	36.5%	\$12.07	\$13,277.00
2						\$9.99	\$0.00	
3						\$0.00	\$0.00	
4						\$0.00	\$0.00	
5						\$0.00	\$0.00	
6						\$0.00	\$0.00	
7						\$0.00	\$0.00	
8						\$0.00	\$0.00	
9						\$0.00	\$0.00	
10						\$0.00	\$0.00	
11						\$0.00	\$0.00	
12						\$0.00	\$0.00	
13						\$0.00	\$0.00	
14						\$0.00	\$0.00	
15						\$0.00	\$0.00	
16						\$0.00	\$0.00	
17						\$0.00	\$0.00	
18						\$0.00	\$0.00	
19						\$0.00	\$0.00	
20						\$0.00	\$0.00	
21						\$0.00	\$0.00	
22						\$0.00	\$0.00	
23						\$0.00	\$0.00	

Subtotal	\$13,277.00
Shipping (shipping if not pick-up in-store or if rush delivery)	\$1,092.00
Tax (if applicable)	\$0.00
Total	\$14,369.00

- Please direct any questions to
- Prices valid through 07/30/2021. Delivery date depends on date of order.
- Please make checks payable to "Barnes & Noble" and present your Tax Exempt certificate at payment.
- If charging to an institutional Account, please present your Institutional Account Card and Tax Exempt certificate at payment. OR provide a purchase order indicating your Account number and your Tax Exempt information.



Sheila Johnson

Ft Worth Ind School District
 100 N University Dr
 Fort Worth, TX 76107-1360
 United States

Quote Number: 137090-4

Quote Creation Date: 03-23-2021

Quote Expiration Date: 09-30-2021

Quote Release: 4

**FWISD- 2021 MML 2-Yrs
 Price Quote Summary**

Solution	Base Amount	Total
MyMathLab	\$ 91,717.56	\$ 91,717.56
Solution Subtotal	\$ 91,717.56	\$ 91,717.56
	Shipping & Handling	\$ 0.00
	Total	\$ 91,717.56

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
MyMathLab				
MyMathLab for School from Pearson				
9780132962377	MYMATHLAB FOR SCHOOL STUDENT ACCESS - 1YR - DIGITAL DELIVERY	\$52.47	874	\$45,858.78
9780132962377	MYMATHLAB FOR SCHOOL STUDENT ACCESS - 1YR - DIGITAL DELIVERY	\$52.47	874	\$45,858.78
	MyMathLab for School from Pearson Subtotal			\$ 91,717.56
	MyMathLab Subtotal			\$ 91,717.56
	Solution Subtotal			\$ 91,717.56
	Shipping and Handling			\$ 0.00
	Total			\$ 91,717.56

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

MySavvas Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>



Sheila Johnson

Ft Worth Ind School District
 100 N University Dr
 Fort Worth, TX 76107-1360
 United States

Quote Number: 137090-5

Quote Creation Date: 03-24-2021

Quote Expiration Date: 09-30-2021

Quote Release: 5

FWISD- 2021 A Strategic Approach 4th Ed, Knight: 2-Yr

Price Quote Summary

Solution	Base Amount	Total
Knight: College Physics: A Strategic	\$ 190,185.82	\$ 190,185.82
Solution Subtotal	\$ 190,185.82	\$ 190,185.82
	Shipping & Handling	\$ 0.00
		Total \$ 190,185.82

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Knight: College Physics: A Strategic Approach				
College Physics: A Strategic Approach 4th Edition, AP® Edition ©2019 with Mastering® Physics with Pearson eText, Knight et al.				
9780137451722	MODIFIED MASTERING PHYSICS WITH PEARSON ETEXT FOR KNIGHT COLLEGE PHYSICS, 4TH EDITION ©2019 FOR ADVANCED PLACEMENT 1YEAR DIGITAL DELIVERY	\$49.97	1,903	\$95,092.91
9780137451722	MODIFIED MASTERING PHYSICS WITH PEARSON ETEXT FOR KNIGHT COLLEGE PHYSICS, 4TH EDITION ©2019 FOR ADVANCED PLACEMENT 1YEAR DIGITAL DELIVERY	\$49.97	1,903	\$95,092.91
College Physics: A Strategic Approach 4th Edition, AP® Edition ©2019 with Mastering® Physics with Pearson eText, Knight et al. Subtotal				\$ 190,185.82
Knight: College Physics: A Strategic Approach Subtotal				\$ 190,185.82

ISBN	Description	Price	Charged Qty	Total Charged
Solution Subtotal				\$ 190,185.82
Shipping and Handling				\$ 0.00
Total				\$ 190,185.82

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here:

<https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform:
<https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

MySavvas Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>



Please Submit Your Purchase Order To:
MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mpsvirginia.com

Full Name Sheila Johnson
 Primary Email sheila.johnson@fwisd.org
 Phone 8178712000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00064987	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/23/2021	Phone	6466296563
		Email	cgreen@bfwpub.com
Contact Name	Sheila Johnson	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD		
Phone	8178712000	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products								
ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price	
1319392350	9781319392352	UPDATED Version of SaplingPlus for The Practice of Statistics (Four-Use Online)	6	Daren S. Starnes; Josh Tabor	\$155.89	383.00	\$59,705.87	

Itemized Product Total: \$59,705.87

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location No Shipping

Shipping and Processing Fees: \$0.00
Special Shipping and Processing Fees: \$0.00
Total Shipping and Processing Fees: \$0.00

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

 bedford, freeman & worth
high school publishers

 MPS

Please Submit Your Purchase Order To:
MPS

16365 James Madison Highway

Gordonsville, VA 22942

Toll Free: (540) 672-7744

Email: highschool@mpsvirginia.com

Full Name Sheila Johnson
Primary Email sheila.johnson@fwisd.org
Phone 8178712000

Grand Totals

Itemized Products + Shipping and Processing Fees: **\$59,705.87**

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Because learning changes everything:

QUOTE PREPARED FOR:

Fort Worth Isd
100 N UNIVERSITY DR STE NE232
Fort Worth, TX 76107-1360
ACCOUNT NUMBER: 411802

CONTACT:

Shelia Johnson
sheila.johnson@fwisd.org
(817) 814-2540

SALES REP INFORMATION:

Kim Julius
kim.julius@mheducation.com
817-988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
AP Materials - Mader Biology 2 year	\$94,995.60	(\$12,105.60)	\$82,890.00
PRODUCT TOTAL*	\$94,995.60	(\$12,105.60)	\$82,890.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$82,890.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2021

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 05/09/2021

QUOTE NUMBER: KJULI-03252021-001

ACCOUNT #: 411802

PAGE #: 1



Because learning changes everything:

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
MADER BIOLOGY AP ED ONLINE STUDENT EDITION 2YR SUBSCRIPTION	978-1-26-438073-2	600	\$138.15	\$0.00	\$82,890.00
MADER BIOLOGY AP ONLINE STUDENT EDITION 2YR SUBSCRIPTION	978-1-26-438073-2	70	\$138.15	\$9,670.50	*Free Materials
MADER BIOLOGY AP ED ONLINE TEACHER EDITION 2YR SUBSCRIPTION	978-1-26-438077-0	10	\$243.51	\$2,435.10	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2021

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 05/09/2021

QUOTE NUMBER: KJULI-03252021-001

ACCOUNT #: 411802

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
100 N UNIVERSITY DR STE NE232
Fort Worth, TX 76107-1360
ACCOUNT NUMBER: 411802

CONTACT:

Shelia Johnson
shelia.johnson@fwisd.org
(817) 814-2540

VALUE OF ALL MATERIALS	\$94,995.60
FREE MATERIALS	(\$12,105.60)
PRODUCT TOTAL*	\$82,890.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$82,890.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2021

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 05/09/2021

QUOTE NUMBER: KJULI-03252021-001

ACCOUNT #: 411802

PAGE #:

3



For Fastest Order Processing and Fulfillment, please use our electronic order entry below, instead of fax or email.

Confidential Price Quote (Quote #TBD)

[Submit Customer Purchase Order Here](#)

3/25/2021

Pricing on this Proposal Guaranteed: **7/1/2021**

Presented To: Sheila Johnson, sheila.johnson@fwisd.org

Prepared By: Gail Adams, (469) 767-4194, gail.adams@cengage.com

SHIP TO: Ft Worth Ind School Dist
Sheila Johnson
100 North University Drive
Fort Worth, TX 76107
USA

BILL TO: Ft Worth Ind School Dist
Sheila Johnson
100 North University Drive
Fort Worth, TX 76107
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

Quote is for 2 years digital access for the line item. Web Assign ISBN to be determined.

[View Quote in CAD](#)

Quoted Products: AP Chem-APES-Physics 2 Yrs SY 2020-21

Qty	Update Qty	Product	Price	Quoted Price	Total
472		OWLv2 Chemistry, AP® Edition, 10th Edition (K12 Instant Access 2 years) Zumdahl/Decoste 10th Edition [K12, 2018] 9780357815793		\$30.00	\$14,160.00
1104		MindTap Exploring Environmental Science for AP®, 1st Edition (K12 Instant Access) Miller/Spoolman 1st Edition [K12, 2019] 9781337705653 / 1337705659		\$50.00	\$55,200.00
140		High School WebAssign Webassign 1st Edition [STM, 2013] ISBN TBD		\$50.00	\$7,000.00

Sub-Total: \$76,360.00
+ Estimated Shipping and/or Process Fee: \$7,636.00

TOTAL: 83,996.00

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed

to third parties outside recipient's organization without prior written consent of Cengage Learning.



RFP #2612-19
W.W. Norton & Company, Inc.
Supplier Response

Event Information

Number: RFP #2612-19
Title: Instructional Materials, Teaching Supplies and Other Related Products
Type: Request for Proposal - Formal
Issue Date: 8/16/2019
Deadline: 10/1/2019 02:00 PM (CT)
Notes: Lewisville Independent School District is accepting proposals for Teaching Aids, Instructional Supplies, Materials, Software and Equipment such as, but not limited to, Career Technical, Early Childhood, English Language Arts and Reading, Science, Social Studies, Reading, Parent Resources, STEAM (Science, Technology, Engineering, Arts, Mathematics), ESL products, Special Education, general classroom supplies, online instructional, subscriptions, licenses, software, stage and theater, world language and other instructional materials as needed district wide for Pre-K - 12th grade. This is a subsequent/supplemental proposal. All vendors are encouraged to participate even if vendors are sole source providers of a product.

If you have been previously awarded on RFP #F1010-18, RFP # F1010A-18, please respond to this RFP.

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: **APPROVE PURCHASE OF CONSUMABLE MATHEMATICS BOOKS IN GRADES K-5 AS PART OF A CONTINUATION OF PROCLAMATION 2014**

BACKGROUND:

In accordance with Texas Education Agency’s Proclamation 2014, this is a continuation of the state adoption process for the seventh (7th) consecutive year to approve the purchase of consumable mathematics instructional materials for grades K-5. The consumable math books being purchased are ORIGO Math – Stepping Stones Journals and Practice Books for all elementary schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Consumable Mathematics Books in Grades K-5 as Part of a Continuation of Proclamation 2014
2. Decline to Approve Purchase of Consumable Mathematics Books in Grades K-5 as Part of a Continuation of Proclamation 2014
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Consumable Mathematics Books in Grades K-5 as Part of a Continuation of Proclamation 2014

FUNDING SOURCE

Additional Details

Special Revenue

410-11-6399-001-XXX-11-458-000000-12245

COST:

\$842,055

VENDOR:

ORIGO Education

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-A

Number of Bid/Proposals received: 210

HUB Firms: 0

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 who were compliant in their response to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Schools

RATIONALE:

Purchase of consumable items ensure students in grades K-5 have equitable access to instructional materials as outlined in the district's curriculum for mathematics.

INFORMATION SOURCE:

Jerry Moore



4333 Green Ash Drive
Earth City, MO 63045

Phone (888) 674-4601

Fax (888) 674-4604

Created Date 3/10/2021

Expiration Date 6/30/2021

Quote Number 00015975

Prepared By Sandy Szako
Email s_szako@origomath.com

Contacts Name Shannon Hernandez

Bill To Name FORT WORTH ISD
Bill To 100 N, University Dr/nSuite SW204
Fort Worth, TX 76107
United States

Ship To Name FORT WORTH ISD
Ship To 100 North University
Fort Worth, TX 76107
United States

Product Code	Product	Quantity	Sales Price	Total Price
SSP 325 2TX	TX ORIGO Stepping Stones Practice Book Grade 1	6,000.00	\$10.95	\$65,700.00
SSP 332 2TX	TX ORIGO Stepping Stones Practice Book Grade 2	6,000.00	\$10.95	\$65,700.00
SSP 349 2TX	TX ORIGO Stepping Stones Practice Book Grade 3	6,000.00	\$10.95	\$65,700.00
SSP 356 2TX	TX ORIGO Stepping Stones Practice Book Grade 4	6,000.00	\$10.95	\$65,700.00
SSP 363 2TX	TX ORIGO Stepping Stones Practice Book Grade 5	6,000.00	\$10.95	\$65,700.00
SSP 264 2TX	TX ORIGO Stepping Stones Practice Book Grade K	6,000.00	\$10.95	\$65,700.00
SSJ 219 2TX	TX ORIGO Stepping Stones Student Journal Grade 1	6,000.00	\$10.95	\$65,700.00
SSJ 226 2TX	TX ORIGO Stepping Stones Student Journal Grade 2	6,000.00	\$10.95	\$65,700.00
SSJ 233 2TX	TX ORIGO Stepping Stones Student Journal Grade 3	6,000.00	\$10.95	\$65,700.00
SSJ 240 2TX	TX ORIGO Stepping Stones Student Journal Grade 4	6,000.00	\$10.95	\$65,700.00
SSJ 257 2TX	TX ORIGO Stepping Stones Student Journal Grade 5	6,000.00	\$10.95	\$65,700.00
SSJ 202 2TX	TX ORIGO Stepping Stones Student Journal Grade K	6,000.00	\$10.95	\$65,700.00
SPP 479 2TX	TX Spanish Stepping Stones Practice Book Grade 1	150.00	\$10.95	\$1,642.50
SPP 523 2TX	TX Spanish Stepping Stones Practice Book Grade 2	150.00	\$10.95	\$1,642.50
SPP 530 2TX	TX Spanish Stepping Stones Practice Book Grade 3	150.00	\$10.95	\$1,642.50
SPP 547 2TX	TX Spanish Stepping Stones Practice Book Grade 4	150.00	\$10.95	\$1,642.50
SPP 554 2TX	TX Spanish Stepping Stones Practice Book Grade 5	150.00	\$10.95	\$1,642.50
SPP 462 2TX	TX Spanish Stepping Stones Practice Book Grade K	1,700.00	\$10.95	\$18,615.00
SPJ 417 2TX	TX Spanish Stepping Stones Student Journal Grade 1	150.00	\$10.95	\$1,642.50
SPJ 424 2TX	TX Spanish Stepping Stones Student Journal Grade 2	150.00	\$10.95	\$1,642.50
SPJ 431 2TX	TX Spanish Stepping Stones Student Journal Grade 3	150.00	\$10.95	\$1,642.50
SPJ 448 2TX	TX Spanish Stepping Stones Student Journal Grade 4	150.00	\$10.95	\$1,642.50
SPJ 455 2TX	TX Spanish Stepping Stones Student Journal Grade 5	150.00	\$10.95	\$1,642.50
SPJ 400 2TX	TX Spanish Stepping Stones Student Journal Grade K	1,700.00	\$10.95	\$18,615.00

Total Price \$842,055.00

80 Shipping and Handling \$0.00

Grand Total \$842,055.00

Note: Excludes taxes where applicable

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: APPROVE RECOMMENDATION FOR THE ADOPTION OF NEW INSTRUCTIONAL MATERIALS CALLED FOR UNDER STATE PROCLAMATION 2020

BACKGROUND:

State Board of Education Process

The State Board of Education (SBOE) issued Proclamation 2020 in April 2018 to solicit bids for new instructional materials in English Language Arts and Reading I - IV.

Interested publishers submitted a complete description for each product and provided electronic samples of each to the Texas Education Agency (TEA). A State Review Panel (SRP) composed of university professors, public school teachers, parents, business and industry representatives, and other subject matter experts appointed by the Commissioner reviewed each of the items submitted by publishers.

In late November 2019, based on the work of the SRP and the public hearings, the SBOE adopted a list of instructional materials eligible for adoption under proclamation 2020.

Fort Worth School District Process

In accordance with policy EFAA (LOCAL), “Instructional Materials: Selection and Adoption”, the District established various committees to review the materials.

The District established a Steering Committee comprised of personnel from various departments across the district and Instructional Materials Advisory (IMA) committees made up of teachers from the respective content areas to review the State-adopted materials.

Individual IMA committee members reviewed the respective materials and scored the quality of the materials using a rubric created by the respective content directors. The scores of the aggregated rubrics were used to select publisher to invite to virtual presentations.

Eighteen ELAR-related presentations were hosted on Saturday, February 6. The demonstrations were attended by committee members and central office personnel. The demonstrations provided committee members an opportunity to further review materials, ask questions, and obtain clarification of each product.

Following the vendor presentations, attendees scored the products using rubrics developed by the respective content directors.

Recommended Adoptions

The Academics Division recommends the adoption and subsequent purchase of the following materials:

Grades	Content	Recommended Vendor
9 – 12	English Language Arts and Reading I - IV	McGraw Hill
9 – 12	Classroom Novels	BookSource
9 – 12	Reading I - III	McGraw Hill ThinkCerca
9 – 12	AP Language and Composition	Bedford, Freeman & Worth
9 – 12	AP Literature and Composition	Bedford, Freeman & Worth
9 – 12	AP Capstone Courses	Bedford, Freeman & Worth

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2020
2. Decline to Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2020

FUNDING SOURCE

Additional Details

Special Revenue

410-11-63XX-001-XXX-11-458-000000-12245

COST:

\$2,936,857.21

VENDORS:

Bedford, Freeman & Worth.....	\$230,816.51
McGraw Hill.....	\$2,069,015.20
BookSource.....	Not-to-Exceed - \$500,000
ThinkCERCA.....	\$137,026.50

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bedford, Freeman & Worth

Bid Number: 13-015-C
 Number of Bid/Proposals received: 42
 HUB Firms: 6
 Compliant Bids: 42

McGraw Hill

Booksourc

Bid Number: 20-040
 Number of Bid/Proposals received: 225
 HUB Firms: 15
 Compliant Bids: 224

The above bids/proposals have been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms that were compliant in their response 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

ThinkCERCA

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, Grand Prairie Independent School District, Contract 17-09. Supporting documentation is attached. The recommended vendor is listed above.

PURCHASING MECHANISM (continue):

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 Secondary Schools

RATIONALE:

Board approval of the Superintendent’s instructional materials recommendations will allow the District to begin ordering materials as soon as the EMAT system opens on May 10, 2021. Early ordering will help ensure delivery of materials by the start for the 2021- 2022 school year.

INFORMATION SOURCE:

Jerry Moore



Please Submit Your Purchase Order To:
 MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066650	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/5/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Maria Alvarez Phillips	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD		
Phone	(817)871-2000	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price
1319056148	9781319056148	The Language of Composition	3	Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses; Megan Harowitz Pankiewicz		\$98.38	900.00	\$88,542.00
131919205X	9781319192051	LaunchPad for The Language of Composition (Six-Use Online)	3	Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses; Megan Harowitz Pankiewicz	**package price**	\$24.43	900.00	\$21,987.00

Itemized Product Total: \$110,529.00

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
1319069185	9781319069186	Teacher's Edition for The Language of Composition	3	Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses; Megan Harowitz Pankiewicz	\$468.00	30	\$0.00

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made on a credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
 MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwsd.org
 Phone (817)871-2000

1319069177	9781319069179	The Language of Composition Teacher's Resources Flash Drive	3	Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses; Megan Harowitz Pankiewicz	\$468.00	30	\$0.00
1319372481	9781319372484	ExamView Assessment Suite for The Language of Composition (Updated for the 2019 Course Framework)	3	Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses	\$468.00	30	\$0.00

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees: \$2,210.58
 Special Shipping and Processing Fees: \$0.00
 Total Shipping and Processing Fees: \$2,210.58

Grand Totals

Itemized Products + Shipping and Processing Fees: \$112,739.58

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made by credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066652	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/5/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Maria Alvarez Phillips	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD		
Phone	(817)871-2000	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products							
ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1319104371	9781319104375	The St. Martin's Guide to Writing	12	Rise B. Axelrod; Charles R. Cooper	\$91.21	120.00	\$10,945.20

Itemized Product Total: \$10,945.20

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees: \$218.90
Special Shipping and Processing Fees: \$0.00
Total Shipping and Processing Fees: \$218.90

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
16365 James Madison Highway
Gordonsville, VA 22942
Toll Free: (540) 672-7744
Email: highschool@mpsvirginia.com

Full Name Maria Alvarez-Phillips
Primary Email maria.phillips@twisd.org
Phone (817)871-2000

Grand Totals

Itemized Products + Shipping and Processing Fees: \$11,164.10

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mps virginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066651	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/5/2021	Phone	6466296563
		Email	cgreen@bfpwpub.com
Contact Name	Maria Alvarez Phillips	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD		
Phone	(817)871-2000	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price
1457682516	9781457682513	Literature & Composition	2	Carol Jago; Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses		\$98.38	650.00	\$63,947.00
131915140X	9781319151409	LaunchPad for Literature & Composition (Six-Use Online)	2	Carol Jago; Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses	**package price**	\$24.43	650.00	\$15,879.50

Itemized Product Total: \$79,826.50

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
1319071317	9781319071318	Annotated Teacher's Edition for Literature and Composition	2	Carol Jago; Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses	\$468.00	22	\$0.00
		Teacher's Resources Flash Drive for		Carol Jago; Renee H. Shea;			

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made on credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mpsvirginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwisd.org
 Phone (817)871-2000

1319071333	9781319071332	Literature and Composition	2	Lawrence Scanlon; Robin Dissin Aufses	\$468.00	22	\$0.00
1319056199	9781319056193	Examview Assessment Suite for Literature & Composition	2	Carol Jago; Renee H. Shea; Lawrence Scanlon; Robin Dissin Aufses	\$468.00	22	\$0.00

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees: \$1,596.53
 Special Shipping and Processing Fees: \$0.00
 Total Shipping and Processing Fees: \$1,596.53

Grand Totals

Itemized Products + Shipping and Processing Fees: \$61,423.03

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Please Submit Your Purchase Order To:
 MPS
 16365 James Madison Highway
 Gordonsville, VA 22942
 Toll Free: (540) 672-7744
 Email: highschool@mpsvirginia.com

Full Name Maria Alvarez Phillips
 Primary Email maria.phillips@fwisd.org
 Phone (817)871-2000

PRICE QUOTE

Please attach a copy of this price quote to your purchase order.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect the application of package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November.

Note from rep: this pricing valid until 10.31.21

Quote Number	00066694	Prepared By	Cassidy Green Krogulski - quote valid until 10.31
Created Date	3/9/2021	Phone	6466296563
		Email	cgreen@bfwpub.com
Contact Name	Maria Alvarez Phillips	Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
School Name	Fort Worth ISD		
Phone	(817)871-2000	Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price
1319245072	9781319245078	The Bedford Researcher	7	Mike Palmquist		\$53.30	300.00	\$15,990.00
1319448704	9781319448707	VitalSource ePub3 for The Bedford Researcher (Six-Use Online)	7	Mike Palmquist	**package price. \$83.30 when not bundled with hard copy**	\$30.00	300.00	\$9,000.00

Itemized Product Total: \$24,990.00

Total Available for Purchase \$0.00

Shipping & Handling Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping and Processing Fees: \$499.80
 Special Shipping and Processing Fees:

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made by credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
100 N UNIVERSITY DR STE NE232
Fort Worth, TX 76107-1360
ACCOUNT NUMBER: 411802

SUBSCRIPTION/DIGITAL CONTACT:

Andy Simpson
andy.simpson@fwisd.org
(817) 814-3100

CONTACT:

Maria Phillips
maria.phillips@fwisd.org

SALES REP INFORMATION:

Kim Julius
kim.julius@mheducation.com
817-988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
English I-IV	\$2,140,702.20	(\$116,018.00)	\$2,024,684.20
PRODUCT TOTAL*	\$2,185,033.20	(\$116,018.00)	\$2,069,015.20
ESTIMATED S&H**			TBD
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$2,069,015.20

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:

4/1/2021

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE:

5/15/2021

QUOTE NUMBER: KJULI-03012021-001

ACCOUNT #: 411802

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
English I					
STUDYSYNC GRADE 9 TEXAS STD HC STUDENT BNDL 7 YEARS PRINT DIGITAL	978-1-26-555147-6	2340	\$112.47	\$0.00	\$263,179.80
STUDYSYNC GRADE 9 TX STANDARD STUDENT BUNDLE 7 YR DIGITAL ONLY	978-1-26-553597-3	2785	\$87.25	\$0.00	\$242,991.25
STUDYSYNC GRADE 9 TEXAS TEACHER EDITION VOLUME 1	978-1-97-012632-7	100	\$84.99	\$8,499.00	*Free Materials
STUDYSYNC GRADE 9 TEXAS TEACHER EDITION VOLUME 2	978-1-97-012633-4	100	\$84.99	\$8,499.00	*Free Materials
STUDYSYNC GRADE 9 TEXAS TEACHER ONLINE 7Y SUBSCRIPTION	978-1-26-560356-1	100	\$161.50	\$16,150.00	*Free Materials
English II					
STUDYSYNC GRADE 10 TX STD HC STUDENT BNDL 7 YR PRINT AND DIGITAL	978-1-26-555282-7	2340	\$112.47	\$0.00	\$263,179.80
STUDYSYNC GRADE 10 TEXAS STANDARD STUDENT BUNDLE 7YR DIGITAL ONLY	978-1-26-553710-0	2785	\$87.25	\$0.00	\$242,991.25
STUDYSYNC GRADE 10 TEXAS TEACHER EDITION VOLUME 1	978-1-97-012634-1	90	\$84.99	\$7,649.10	*Free Materials
STUDYSYNC GRADE 10 TEXAS TEACHER EDITION VOLUME 2	978-1-97-012635-8	90	\$84.99	\$7,649.10	*Free Materials
STUDYSYNC GRADE 10 TEXAS TEACHER ONLINE 7 YEAR SUBSCRIPTION	978-1-26-560440-1	90	\$161.50	\$14,535.00	*Free Materials
English III					
STUDYSYNC GRADE 11 TEXAS STD HC STUDENT BNDL 7 YEARS PRINT DIGITAL	978-1-26-552819-5	2340	\$112.47	\$0.00	\$263,179.80
STUDYSYNC GRADE 11 TEXAS DIGITAL ONLY STANDARD STUDENT BUNDLE 7 YEARS	978-1-26-555762-4	2785	\$87.25	\$0.00	\$242,991.25
STUDYSYNC GRADE 11 TEXAS TEACHER EDITION VOLUME 1	978-1-97-012636-5	80	\$84.99	\$6,799.20	*Free Materials
STUDYSYNC GRADE 11 TEXAS TEACHER EDITION VOLUME 2	978-1-97-012637-2	80	\$84.99	\$6,799.20	*Free Materials
STUDYSYNC GRADE 11 TEXAS TEACHER ONLINE 7 YEAR SUBSCRIPTION	978-1-26-560841-5	80	\$161.50	\$12,920.00	*Free Materials
English IV					
STUDYSYNC GRADE 12 TEXAS STD HC STUDENT BUNDLE 7 YEARS	978-1-26-553318-0	2340	\$112.47	\$0.00	\$263,179.80
STUDYSYNC GRADE 12 TEXAS DIGITAL ONLY STANDARD STUDENT BUNDLE 7 YEARS	978-1-26-5563738	2785	\$87.25	\$0.00	\$242,991.25
STUDYSYNC GRADE 12 TEXAS TEACHER EDITION VOLUME 1	978-1-97-012638-9	80	\$84.99	\$6,799.20	*Free Materials
STUDYSYNC GRADE 12 TEXAS TEACHER EDITION VOLUME 2	978-1-97-012639-6	80	\$84.99	\$6,799.20	*Free Materials
STUDYSYNC GRADE 12 TEXAS TEACHER ONLINE 7 YEAR SUBSCRIPTION	978-1-26-561017-3	80	\$161.50	\$12,920.00	*Free Materials
English II Subtotal:				\$82,870.00	\$1,518,513.15
English I Subtotal:				\$116,018.00	\$2,024,684.20

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 4/1/2021 ACCOUNT NAME: Fort Worth Isd EXPIRATION DATE: 5/15/2021
 QUOTE NUMBER: KJULI-03012021-001 ACCOUNT #: 411802 PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
100 N UNIVERSITY DR STE NE232
Fort Worth, TX 76107-1360
ACCOUNT NUMBER: 411802

CONTACT:

Maria Phillips
maria.phillips@fwisd.org

VALUE OF ALL MATERIALS	\$2,185,033.20
FREE MATERIALS	(\$116,018.00)
PRODUCT TOTAL*	\$2,069,015.20
ESTIMATED SHIPPING & HANDLING**	TBD
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$2,069,015.20

SUBSCRIPTION/DIGITAL CONTACT:

Andy Simpson
andy.simpson@fwisd.org
(817) 814-3100

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/01/2021

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 04/15/2021

QUOTE NUMBER: KJULI-03012021-001

ACCOUNT #: 411802

PAGE #: 3



Price Quote

Ryan LaCivita
(330) 518-6682
ryan.lacivita@thinkcerca.com

Prepared For: Ft. Worth ISD
Attn: Maria Alvarez Phillips
Prepared By: Ryan Lacivita
Valid Until: 6/30/21

Partnership Options 3-Years Paid Upfront 4/1/21 - 6/30/24

Licenses

No. Student Licenses **2,013**

Reading I, II, III
List Price Per Student ELA *\$15*

Multi-year discount **\$1.5**

Discounted Price Per Student Per Year **\$13.5**

Total Licenses Fees **\$81,526.5**

Professional Development

PD Fees YEAR 1 **\$19,500**

PD Fees YEAR 2 **\$18,500**

PD Fees YEAR 3 **\$17,500**

Total Payment Due Year 1 **\$137,026.50**

Payment Terms & Conditions

* Payment is due Net 30 days from purchase order. This Order Form is governed by the terms and conditions of ThinkCERCA's Subscription Agreement. By accepting this Order Form, you are warranting that you are authorized to purchase the products and services purchased hereunder on behalf of the Customer. Upon acceptance by you and submission to ThinkCERCA.com Inc, this Order Form and the terms and conditions of the Subscription Agreement shall become legally binding on the Customer. Without limiting the foregoing, upon ThinkCERCA's acceptance of this Order Form, Customer shall be obligated to pay all fees payable hereunder. Subscriptions are non-cancelable.



Innovate, educate, graduate

2602 S. Belt Line Rd.

Grand Prairie, Texas 75052

972.264.6141

www.gpisd.org

DISTRICT PURCHASE ORDER REQUIREMENTS

Vendor:

Items and/or services are to be delivered Grand Prairie Independent School District **ONLY** when a district approved purchase order has been faxed, e-mailed or called into your company.

Under no circumstances, should items and/or services be provided to the district without a properly drawn district purchase order.

If your company provides any item and/or service without a properly drawn district purchase order, you are **NOT GUARANTEED PAYMENT** and the item and/or service you provided could be constituted as a donation to the district.

Please inform any staff member that handles the Grand Prairie Independent School District account of these procedures.

You **MUST** sign this document as acknowledgement that you understand this policy in order for your vendor to be placed on our approved vendor listing or to remain an approved vendor.

ThinkCERCA.COM Inc.

Company Name

Jared Hocking Digitally signed by Jared Hocking
Date: 2017.09.07 15:43:15 -05'00'

Signature

Jared Hocking

Printed Name

09/07/17

Date

**RETURN THIS
PAGE**

BIDDER'S CERTIFICATE FORM - RFP #17-09

This RFP is a qualifying agreement and all vendors responding will be approved. Your company MUST respond to this RFP in order to become an approved vendor with GPISD. There are no specific items/services requested because we are unsure of what will be purchased.

All purchases must occur with a district purchase order.

1) Would you prefer to receive your orders electronically by email?

No Yes If yes, email address: jared@thinkcerca.com

2) Will your organization accept payments of invoices via credit card? No

Yes - GPISD will not pay any fees associated with the credit card payment.

Please list a % discount off of materials or put the word "varies" in each section your company is responding. Please only respond to the sections which apply to your company - your company does not have to bid on all sections to become an approved vendor.

1. Our firm will accept orders using district purchase orders.

Yes No

2. **All Hardware Supplies/Equipment/Materials** - n/a % off of catalog/pricelist.

3. **All Software** - 37.5 % off of catalog/pricelist.

4. **All Infrastructure** - n/a % off of catalog/pricelist.

5. **All Cabling** - n/a % off of catalog/pricelist.

6. **All District Dedicated Internet Access** - n/a % off of catalog/pricelist.

7. **All ID Badge Supplies/Equipment/Materials** - n/a % off of catalog/pricelist.

8. **All Equipment Maintenance, Repair, Alteration, Renovation, Remediation, or Minor Construction** - \$ n/a regular hourly rate

9. **All Equipment Maintenance, Repair, Alteration, Renovation, Remediation, or Minor Construction** - \$ n/a overtime/holiday hourly rate

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: APPROVE RECOMMENDATION FOR THE ADOPTION OF NEW INSTRUCTIONAL MATERIALS CALLED FOR UNDER STATE PROCLAMATION 2021

BACKGROUND:

State Board of Education Process

The State Board of Education (SBOE) issued Proclamation 2021 in June 2019 to solicit bids for new instructional materials in Prekindergarten Systems.

Interested publishers submitted a complete description for each product, listing all Texas Essential Knowledge and Skills (TEKS)-bearing components, and provided electronic samples of each product to the Texas Education Agency (TEA). A State Review Panel (SRP) composed of university professors, public school teachers, parents, business and industry representatives, and other subject matter experts appointed by the Commissioner review each of the items submitted by publishers.

On November 20, 2020, based on the work of the SRP and the public hearings, the SBOE adopted a list of instructional materials eligible for adoption under Proclamation 2020.

Fort Worth School District Process

In accordance with policy EFAA (LOCAL), “Instructional Materials: Selection and Adoption”, the District established various committees to review the materials.

In September 2020, the District established a Steering Committee composed of personnel from various district departments and Instructional Materials Advisory (IMA) committees made up of teachers from the respective content areas to review the State-adopted materials.

Individual IMA committee members reviewed the respective materials and scored the quality of the materials using a rubric created by the respective content directors. The scores of the aggregated rubrics were used to select publishers to invite to virtual presentations.

Five Prekindergarten Systems presentations were hosted on Saturday, February 6. The demonstrations were attended by committee members and central office personnel. The demonstrations provided committee members an opportunity to further review materials, ask questions, and obtain clarification of each product.

Following the vendor presentations, attendees scored the products using rubrics developed by the respective content directors.

Recommended Adoptions

The Academics Division recommends the adoption and subsequent purchase of the following materials:

Grades	Content	Recommended Vendor
Prekindergarten	Prekindergarten Systems Core Curriculum	Teaching Strategies
Prekindergarten	Prekindergarten Systems Supplemental Material	Scholastic

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2021
2. Decline to Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Recommendation for the Adoption of New Instructional Materials Called for Under State Proclamation 2021

FUNDING SOURCE

Additional Details

Special Revenue

410-11-6399-001-XXX-11-458-000000-12245

COST:

Core Curriculum

\$782,200 - Year 1

\$592,700 - Year 2

Supplemental Resources

\$105,730

VENDOR:

Teaching Strategies.....\$1,374,900 (Teaching Strategies and ReadyRosie)
Scholastic.....\$105,730

PURCHASING MECHANISM:

Bid/RFP/RFQ

Scholastic

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 224

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 who were compliant in their response 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

Teaching Strategies

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, Cedar Hill Independent School District Contract 18-19-01. 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 Prekindergarten Classrooms

RATIONALE:

Board approval of the Superintendent's instructional materials recommendations will allow the District to begin ordering materials as soon as the EMAT system opens on May 10, 2021. Early ordering will help ensure delivery of materials by the start for the 2021- 2022 school year.

INFORMATION SOURCE:

Jerry Moore



Quotation - PreK Adoption

Date: 04-07-2021
Expiration Date: 07-01-2021

Teaching Strategies, LLC (“TS”)

4500 East West Highway, Suite 300
 Bethesda, MD, 200814, US
 Phone: (301)634-0818

Customer/Subscriber Name: Fort Worth Independent School District	Contact: Maria Phillips
Customer/Subscriber Number: 02A41420	Contact Email:
	Contact Title:

TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Gwen Cheatham	817-313-6290	gwen.c@teachingstrategies.com

ISBN/SKU #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
35256MP8	The Creative Curriculum® for Texas - PreK Program (Print + Digital Access 8 yrs + Kodo Texas Toolkit + MarcoPolo 8 years)	70	\$5,500.00	\$ 385,000.00
100209DL	The Creative Curriculum® for Texas - PreK Dual Language Program (Print + Digital Access 8 yrs + Kodo Texas Toolkit + MarcoPolo 8 years)	58	\$6,600.00	\$ 382,800.00
SUBTOTAL SHIPPING COST				\$ -
TOTAL				\$767,800.00

Note: The above bundles need to be purchased directly through Teaching Strategies via a disbursement. The above bundles also include:

- **ReadyRosie** family engagement program – 8 year subscription term.
- **MarcoPolo Learning** – 8 year subscription term.
- **Barefoot Books Library Collection** - access to 50+ eBook titles for 8 years.
- **Classroom to Home Literacy Library** – 10 copies of 9 titles (for a total of 90 print books)
- Digital access to **Expanded Study Collection** for 8 years.
- Digital access to **The First Six Weeks: Building Your Kindergarten Classroom Community** for 8 years.

BILL TO

Billing Client: Ft. Worth ISD
 Billing Street: 100 N. University Drive
 Billing City: Ft. Worth
 Billing State: Texas 76107

SHIP TO

Ship to Org: Ft. Worth ISD
 Ship to Attn: Maria Phillips
 Shipping Address Line 1: 100 N. University Drive
 Shipping City: Ft. Worth
 Shipping State: Texas 76107

Products

Payment of state sales tax for Teaching Strategies products is the responsibility of Customer. Teaching Strategies guarantees your complete satisfaction with your order. If you are not happy with your order for any reason, you may return it within 45 days of the shipment date for a full refund (minus shipping charges). Products must be returned in their original condition (unmarked and undamaged). Video and software returns will only be accepted if they are unopened. Teaching Strategies is not responsible for returned items that are lost or misdirected in transit. To return an item, please contact our Sales and Customers Solutions team to obtain a Return Order Number. Credit for packages received without a valid Return Order Number will not be applied to your account or refunded to you.

Subscription

This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.
 The subscription period will begin on 07-01-2021 and expire on 06-30-2029 ("Term").

Quote Number 2021-03-11169

BILL TO:
Forth Worth ISD

Mail or fax PO to: Scholastic Inc.
 P.O. Box 7502
 Jefferson City, MO 65102
 FAX: 800-560-6815
 email: educationorders@scholastic.com

SHIP TO:

YOUR PO#

--

TOTAL FROM BELOW \$ 105,730.00

TEXAS

CONTACT INFORMATION:

Ashley Ownby-Sladecek
 Scholastic Education Field Sales Rep North Texas
 817.487.7704 (cell)
 asladecek@scholastic.com

YOUR PRICE expires: August 31, 2021

Items listed are subject to availability.

DESCRIPTION	ITEM #	QTY	LIST PRICE	YOUR PRICE	AMOUNT
English					
PKOMW Big Book Collection	9781338681185	100		\$485.00	\$ 48,500.00
Spanish					
PKOMW Big Book Collection	9781338681192	100		\$485.00	\$ 48,500.00
*State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping . Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.				Subtotal	\$ 97,000.00
				9% S&H	\$ 8,730.00
				*Tax ___%	
THANK YOU FOR YOUR BUSINESS!				TOTAL	\$ 105,730.00
Customer Service: 1-800-724-6527 Option 3					
Most deliveries in the US can be expected in approximately 2 weeks after your order/PO is received.	Expedited orders are subject to approval and will require a 14% upcharge on all products.	F.O.B. POINT	NEED BY DATE:	TERMS	
		Jefferson City, MO		Net 30	
<i>Prices subject to change - prices based on total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved.</i>					



Quotation - PreK Adoption

Date: 04-015-2021
Expiration Date: 07-01-2021

Teaching Strategies, LLC (“TS”)

4500 East West Highway, Suite 300
 Bethesda, MD, 200814, US
 Phone: (301)634-0818

Customer/Subscriber Name: Fort Worth Independent School District (Year 2)	Contact: Maria Phillips
Customer/Subscriber Number: 02A41420	Contact Email:
	Contact Title:

TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Gwen Cheatham	817-313-6290	gwen.c@teachingstrategies.com

ISBN/SKU #	DESCRIPTION - Year 2 purchase	QTY	UNIT PRICE	EXTENDED
35256MP8	The Creative Curriculum® for Texas - PreK Program (Print + Digital Access 7 yrs + Kodo Texas Toolkit + MarcoPolo 7 years)	43	\$5,300.00	\$ 227,900.00
100209DL	The Creative Curriculum® for Texas - PreK Dual Language Program (Print + Digital Access 7 yrs + Kodo Texas Toolkit + MarcoPolo 7 years)	57	\$6,400.00	\$ 364,800.00
SUBTOTAL SHIPPING COST				\$ -
TOTAL				\$592,700.00

Note: The above bundles need to be purchased directly through Teaching Strategies via a disbursement. The above bundles also include:

- **ReadyRosie** family engagement program – 7 year subscription term.
- **MarcoPolo Learning** – 7 year subscription term.
- **Barefoot Books Library Collection** - access to 50+ eBook titles for 7 years.
- **Classroom to Home Literacy Library** – 10 copies of 9 titles (for a total of 90 print books)
- Digital access to **Expanded Study Collection** for 7 years.
- Digital access to **The First Six Weeks: Building Your Kindergarten Classroom Community** for 7 years.

BILL TO

Billing Client: Ft. Worth ISD
 Billing Street: 100 N. University Drive
 Billing City: Ft. Worth
 Billing State: Texas 76107

SHIP TO

Ship to Org: Ft. Worth ISD
 Ship to Attn: Maria Phillips
 Shipping Address Line 1: 100 N. University Drive
 Shipping City: Ft. Worth
 Shipping State: Texas 76107

Products

Payment of state sales tax for Teaching Strategies products is the responsibility of Customer. Teaching Strategies guarantees your complete satisfaction with your order. If you are not happy with your order for any reason, you may return it within 45 days of the shipment date for a full refund (minus shipping charges). Products must be returned in their original condition (unmarked and undamaged). Video and software returns will only be accepted if they are unopened. Teaching Strategies is not responsible for returned items that are lost or misdirected in transit. To return an item, please contact our Sales and Customers Solutions team to obtain a Return Order Number. Credit for packages received without a valid Return Order Number will not be applied to your account or refunded to you.

Subscription

This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.
 The subscription period will begin on 07-01-2022 and expire on 06-30-2029 ("Term").



ORDER

Order #: Q-147672
Date: 04-14-2021
Expiration Date: 06-14-2021

ReadyRosie LLC (“RR”)

4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Subscriber Name: Fort Worth Independent School District Subscriber Number: 02A41420	Contact Name: Olayinka Ojo Contact Email: olayinka.ojo@fwisd.org Contact Title: Director of Early Learning
--	---

TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Gwen Cheatham		gwen.c@teachingstrategies.com

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
30RROSIE	ReadyRosie Classroom Resources	72	\$200.00	\$14,400.00

SUBTOTAL	\$14,400.00
TAX	\$0.00
TOTAL	\$14,400.00

Confirm the address listed below, and update any incorrect information.

BILL TO

Billing Client: Fort Worth Independent School District
 Billing Street:
 Billing City:
 Billing State:
 Billing Postal Code:

Billing Country:

Select a payment method, and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.


You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Subscription Services Products

This Order is entered into by and between Subscriber identified above and RR. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which RR will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.

The subscription period will begin on 07-31-2021 and expire on 07-30-2022 ("Term").

By executing this Order Form, the Subscriber hereby agrees to be bound by the provisions contained herein:

Subscriber Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print): Olayinka Ojo	Name: Heather O'Shea
Title: Director of Early Learning	Title: Chief Financial Officer
Address: 100 N UNIVERSITY DR FORT WORTH, Texas 76107	Address: 4500 East West Highway, Suite 300 Bethesda, MD 20814
Date:	Date:



Teaching Strategies, LLC
is pleased to submit a response to
to
Cedar Hill Independent School District
in response to
RFP #18-19-01
Teaching Aids, Instructional Materials,
and Related Services

Teaching Strategies, LLC
4500 East-West Highway, #300
Bethesda, Maryland 20814
301.634.0818

Submitted 10/26/18

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

**TOPIC: APPROVE EXPANSION OF PURCHASE OF A WEB-BASED DATA
MANAGEMENT SYSTEM**

BACKGROUND:

Reporting requirements for Special Programs, Special Education, Section 504 and Dyslexia at both the State and Federal level have greatly increased beginning with the 2018-2019 school year. Public Education Information Management System (PEIMS) submission requirements have expanded, as well as District requirements involving Child Find (identifying students who may need specialized support). The District monitors the referral of students to Special Education and 504, student growth, progress, and the provision of special education and related services, as well as accommodations to Special Education and 504 students. There is a need to enhance the reporting capacity of the current Special Population Software program through the development and implementation of an Insight Reporting Dashboard. This will enable District and Campus Administration Personnel, Evaluation and Counseling staff, and teachers to both monitor and serve students in real time and to expedite decision-making in both a bottom up and top down approach in support of student growth and related district initiatives while maintaining compliance.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Expansion of Purchase of a Web-Based Data Management System
2. Decline to Approve Expansion of Purchase of a Web-Based Data Management System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Expansion of Purchase of a Web-Based Data Management System

FUNDING SOURCE

Additional Details

General Fund

199-31-6299-001-999-99-229-000000

COST:

\$105,000

VENDOR:

Public Consulting Group

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:

All Fort Worth ISD Schools and Specialized Academic Support Services

RATIONALE:

The Fort Worth Independent School District will benefit from a data system easily accessible to both Central and Campus Administration staff to ensure compliance with State and Federal Guidelines. This data system will assist with the assignment of personnel and active monitoring of students from the initial referral process through the identification, service, and ongoing testing and support services. A dashboard which incorporates data from various sources and provides data to teams in schools enables collaborative discussion sessions among teachers and staff regarding student achievement, compliance requirements, testing accommodations, classroom instruction and the continuous monitoring of educational goals.

INFORMATION SOURCE:

Jerry Moore

Fort Worth Public Schools

EDPlan Insight Proposal

March 2021

Public Consulting Group
816 Congress Ave, Suite 1110
Austin, TX 78701

The information included in this proposal is confidential, and may not be disclosed to any third party without the express written permission of Public Consulting Group, Inc.

EDPLAN INSIGHT

Public Consulting Group is pleased to present our EDPlan Insight solution. This dynamic reporting tool is designed to help districts, administrators, and educators leverage data to positively impact student learning, promote teacher effectiveness, and gain meaningful insights into school improvement initiatives.

Data to drive student success

The use of data to drive school improvement efforts is essential in today's education landscape. EDPlan Insight is an intuitive technology platform designed to encourage and support a district-wide culture of data use, from the building administrator up to the superintendent's office. With student and performance data already built in from the Student Information System (SIS) and PCG's EDPlan, educators have immediate access to a wide variety of data critical to improving outcomes and positioning students for success in school. Administrators can monitor the progress of school improvement plans, and Case Managers are able to focus on the needs of individual students with data to identify areas of concern. Across the district, EDPlan Insight promotes a culture of communication, transparency, and accountability.

Features and Benefits

- * Customized dashboards, reporting models and data cubes provide data in precisely the format you need to meet local and state requirements
- * Real-time access to data supporting instruction and learning
- * Multi-platform model that supports secure use on mobile devices and multiple browsers
- * Quick start-up and implementation supported by cloud-based technology access
- * Manages student performance and achievement data for students
- * Utilizes a collaborative inquiry model of support across the school and district
- * Supports a culture of district-wide data use
- * Provides evidence to support systemic changes to instructional practices
- * Encourages student-focused teaching by enabling effective problem solving

Project Purpose:

At the end of this project, FWISD will be able to access EDPlan data in a flexible and meaningful approach. This will be done through an enterprise data warehouse (EDW) which will contain multiple years of IEP and 504 data which will serve for longitudinal pre-defined reporting as well as ad hoc analytical purposes. The project will be completed in 2 phases, with the initial focus on importing data from the IEP and 504 modules that can be immediately utilized and leveraged for your reporting needs. The second phase will be building dashboards and visuals for the reports created in phase 1.

Project approach:

Initially PCG will make a copy of the present production data base to start reverse engineering the existing Advanced Reporting universe and building data extract and upload routines according to logical

data elements being grouped together according to categories (e.g., IEP, Evaluation, 504, etc.). This will allow us to access the data in a way that allows for multi-dimensional reporting and analysis. This process is the most time intensive part of the implementation and involves a heavy lift from development to lay a critical foundation from which we will be able to build drill down dashboards and conduct important analytics for your reporting needs. Again, the dashboards and the Reports will be able to drill from aggregate school or LEA views to student views and across multiple years at one time if desired, thus giving you a much deeper lens to view your data and interact with it.

During the implementation phase, we will more deeply analyze each of the reports you provided and identify the data elements and sources for each field needed. This is the starting point for building and testing the enterprise data warehouse under pinning of accuracy. Once the development for reports is completed, we will adjust the corresponding multi-dimensional components to ensure that all required data has been integrated into them and the timing for importing data is defined for each report.

Project security:

The enterprise data warehouse will be a solutions platform that is technically separate from EDPlan. This is critical because it allows FWISD to run reports without causing an impact, such as system slowness or drain on system capacity, within EDPlan. Logging into EDPlan Insight will leverage the existing SSO credentials being used within FWISD's EDPlan system. This will create a seamless connection between EDPlan and the EDPlan Insight reporting solution.

Project timeline:

Phase 1: This phase will lay the foundation of the enterprise data warehouse which is key to the FWISD EDPlan Insight solution. This phase will include the data requirements, design, and development of the 11 identified reports within this document. Phase 1 does not include the visualization dashboards, which will be developed in Phase 2.

- Kickoff by April 2021 (ideally no later than April 12)
- Completion in August 2021

At the end of phase 1, the following deliverables will be available :

1. 4 reports for 504 data:
 - 504 Status
 - Dyslexia Status
 - Section 504 Referrals
 - Section 504 Meetings
2. 4 reports for IEP data:
 - ARD Summary
 - PEIMS Monthly Summary
 - Projected ARDS Due Summary
 - Referrals
3. 3 reports for IEP data:

- PEIMS Monthly Summary (like the other report found in campus dashboard but needs additional fields to analyze feeder patterns)
- ARD Summary (like the other report found in campus dashboard but needs additional fields to analyze feeder patterns)
- Referrals (like the other report found in campus dashboard but needs additional fields to analyze feeder patterns)

Phase 2: This phase will consist of dashboard visualizations listed below. The timelines below are tentatively contingent upon completion of Phase 1 in the aforementioned timeframe.

- Projected kickoff in October 2021
- Projected completion by January 2022

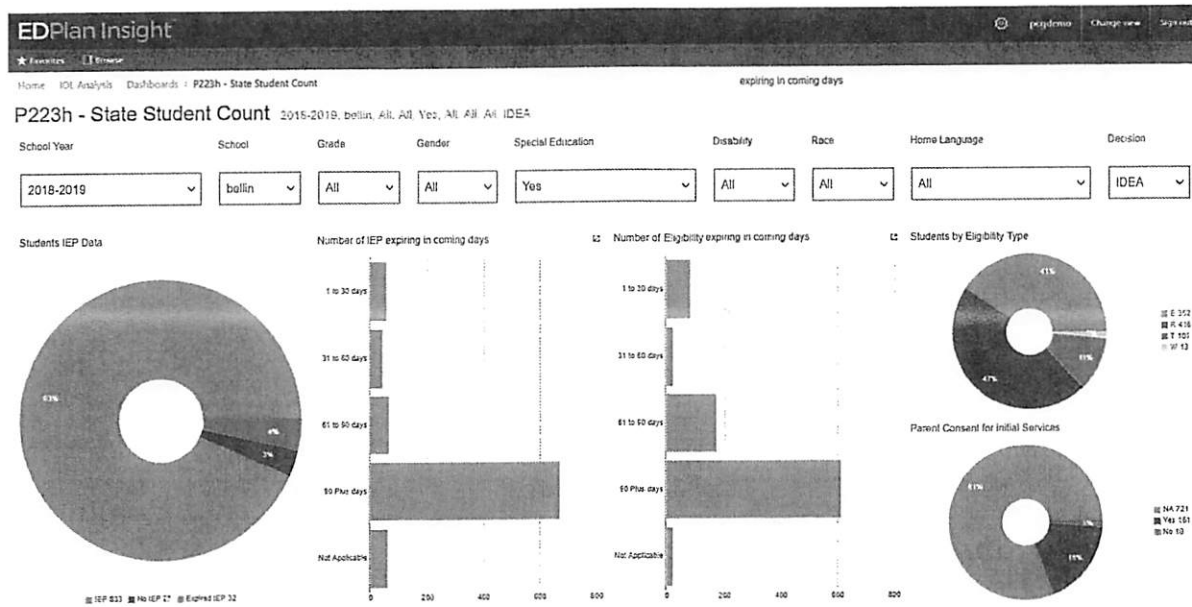
At the end of that period, the following deliverables will be available :

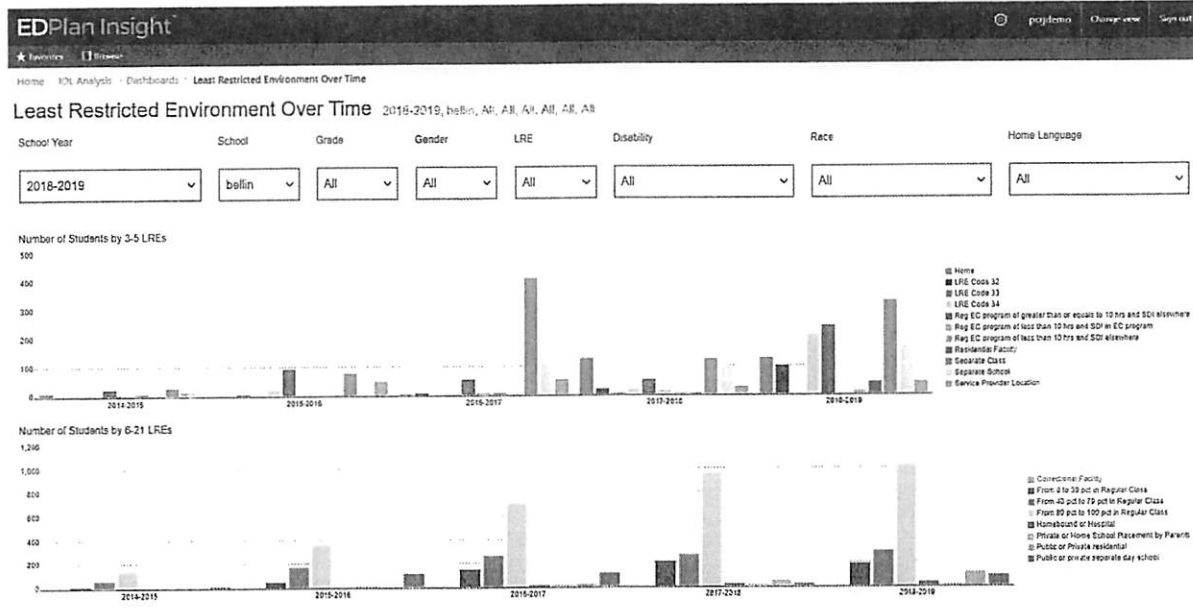
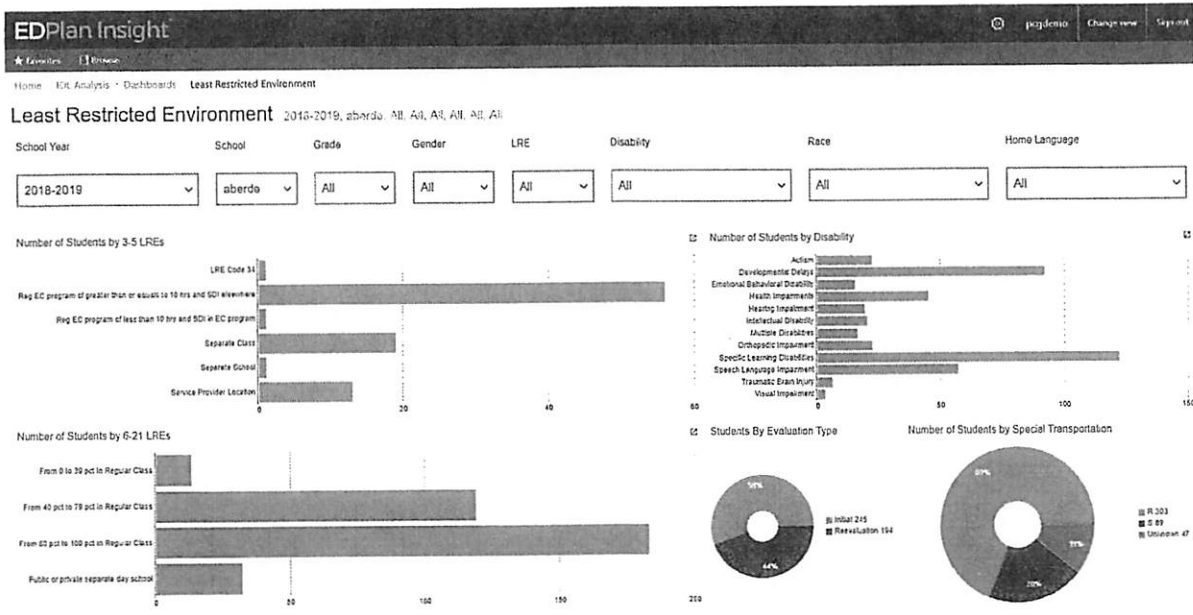
- 1- Section 504 Summary Data dashboard
- 2- Special Education Summary Data- Campus
- 3- Special Education Summary Data- School Group

Data Visualizations

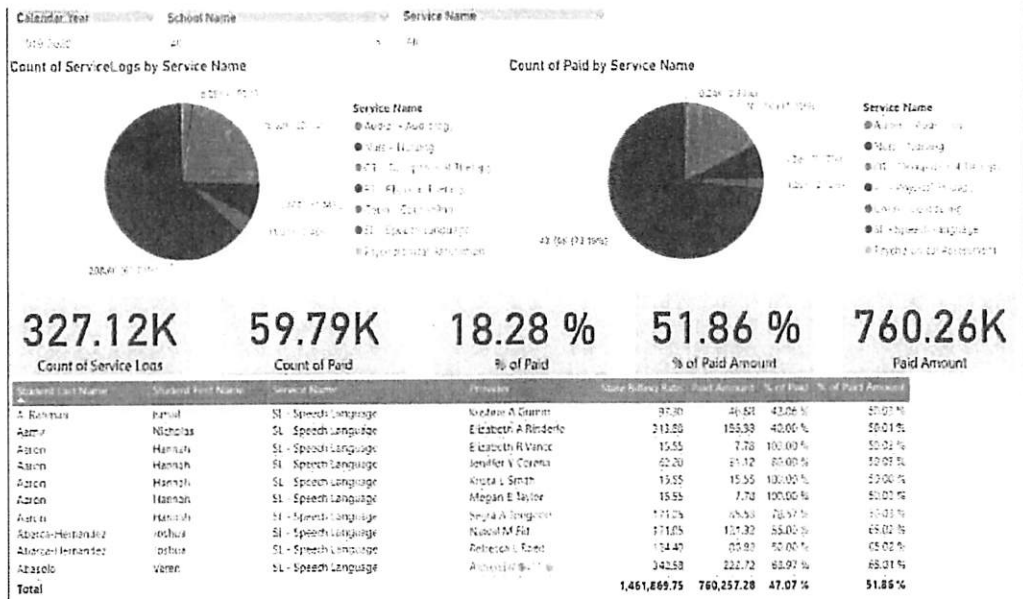
The dashboard visualizations will be profile driven (for example, a Principal will only see results and visuals based on the school that they have access to, whereas a District admin will see results applicable to all schools). Below are sample dashboards pulling various information.

Sample Special Education Focused Dashboards:





Sample Medicaid Focused Dashboard:



Sample Reports:

EDPlan Insight

Home > IOL Analysis > Reports > State Student Count

IEP Date From: 6/24/2018 IEP Date To: 6/24/2020 Evaluation Meeting Date From: 6/24/2016

Evaluation Meeting Date To: 6/24/2019 Decision: IDEA Disability: Autism, Deaf-Blindness, Deafness, E

School: aberde Grade: Junior Kindergarten Kindergarten IEP Manager: Alicia, Ann, Hughes, Patti, Toth, Jane

SIS Status: Active

1 of 14 100% Find | Next

State Student Count

IEP Date From:	Jun-24-2018	IEP Date To:	Jun-24-2020						
Evaluation Meeting Date From:	Jun-24-2016	Evaluation Meeting Date To:	Jun-24-2019						
Special Education:	Yes	SIS Status:	Active						
School	IEP Manager	Grade	Student Name	Gender	Evaluation Meeting Date	IEP Meeting Date	Decision	Disability	
aberde	Account, Dem	Junior Kindergarten	Martin, Maddux	M	Jun-09-2017	Jun-06-2018	IDEA	Developmental Delays	
			Powell, Brecken	F	Jun-09-2017	Jun-06-2018	IDEA	Developmental Delays	
			Powell, Hassan	M	Jun-09-2017	Jun-06-2018	IDEA	Developmental Delays	
			Price, Shmuel	M	Sep-22-2017	Sep-14-2018	IDEA	Developmental Delays	
			Richardson, Marlan	F	Jun-09-2017	Jun-06-2018	IDEA	Developmental Delays	
			Rogers, Nickolas	F	Nov-20-2017	Nov-14-2018	IDEA	Developmental Delays	
			Stewart, Bridger	F	Sep-22-2017	Sep-14-2018	IDEA	Developmental Delays	
			Kindergarten	Allen, Kamden	M	Nov-29-2018	Nov-29-2018	IDEA	Developmental Delays
			Kelly, Deacon	F	Nov-29-2018	Nov-29-2018	IDEA	Developmental Delays	
			Thompson, Seamus	M	Nov-29-2018	Nov-29-2018	IDEA	Developmental Delays	
Grade 01	Harris, Jaxx	F	Jun-11-2018	Jun-11-2018	IDEA	Speech Language Impairment			

PRICING:

Please see below for the cost of adding EDPlan Insight to Fort Worth ISD’s EDPlan system:

	Initial Cost <i>(covers April 2021 – June 2022)</i>	Annual Cost (July to June) <i>(starting in SY 22-23)</i>
Completion of Phase 1 and Phase 2	\$105,000	\$45,000

Pricing Assumptions

1. Implementation Fee includes system configuration, development, testing, training, and data load of up to three years of EDPlan history.
2. Cost covers the equivalent of 12 hours of training during the Initial Cost phase (April 2021 – June 2022) as well as the equivalent of 6 hours of training annually thereafter.
3. Cost covers an additional 2 reports per year starting in SY 22-23.
4. Initial cost structure includes 3 dashboards and 11 reports.
5. District specific reports and dashboards can be created for an additional fee.

Texas Department of Information Resources

PUBLIC CONSULTING GROUP

Can't find what
you're looking for?



Home / All Contracts & Services / Contract Detail

Public Consulting Group, Inc.

Vendor ID

1042942913600

URL

[Vendor Website](#)

HUB Type

Non HUB

DIR Contract Number

DIR-TSO-4077

Contract Term End Date

2/5/2022

Contract Exp Date

2/5/2022

Contact Public Consulting Group, Inc.

Contact

[Technology Services](#)

Phone

(904) 565-8090

Fax

(916) 565-5126

Contact DIR

Contact

[Thuvan Huynh](#)

Phone

+15124754620

Fax

(512) 475-4759

Contract Overview

Public Consulting Group, Inc. offers deliverables-based information technology services (DBITS) through this contract, specifically: information technology procurement assistance. This contract is for services only. No hardware or software products may be sold through a DBITS contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this DBITS contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/5/2022.

Contract Documents

- [DIR-TSO-4077 Contract PDF \(145.99KB\)](#)
- [DIR-TSO-4077 Appendix A Standard Terms and Conditions PDF \(671.4KB\)](#)
- [DIR-TSO-4077 Appendix A Standard Terms and Conditions \(per Amendment 1\) PDF \(492.73KB\)](#)

- [DIR-TSO-4077 Appendix B HUB Subcontracting Plan PDF \(497.51KB\)](#)
- [DIR-TSO-4077 Appendix C DBITS Sample Statement of Work PDF \(192.76KB\)](#)
- [DIR-TSO-4077 DBITS RFO DIR-TSO-TMP-253 PDF \(4.59MB\)](#)
- [DIR-TSO-4077 Amendment 1 PDF \(206.93KB\)](#)

Electronic and Information Resources (EIR) Accessibility

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

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

How To Order

1. For product and pricing information, visit the [Public Consulting Group, Inc.](#) website or contact [Technology Services](#) at (904) 565-8090
2. Generate a purchase order made payable to Public Consulting Group, Inc. and you must reference the DIR Contract Number **DIR-TSO-4077** on your purchase order.

[Show more](#)

Available Brands (0 total)

[Show more](#)

Available Products & Services (1 total)

Information Technology Procurement Assistance

[Show more](#)

Commodity Codes (7 total)

- 920-15 - Assessment and Profiling Services of Software
- 920-40 - Programming Services, Computer, Including Mobile Device Applications
- 920-64 - System Implementation and Engineering Services
- 920-65 - System Requirements Quality Assurance Review

[Show more](#)

Stay
Connected

122 Calendar

[Careers](#)

[About DIR](#)

[News](#)

[Cybersecurity Council](#)

Hot Topics
[See Hot Topics](#)

DIR News
[See DIR News](#)

Feedback

Back to Top

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

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

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

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

Austin, TX 78701 | 512.475.4700

Follow Texas DIR on Twitter

[View on Map](#)

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

**TOPIC: APPROVE RENTAL OF AUDIO VIDEO EQUIPMENT FOR 2021
GRADUATIONS AT FARRINGTON FIELD AND CLARK STADIUM**

BACKGROUND:

Fort Worth ISD (FWISD) will host the 2021 high school graduations at Farrington Field and Clark Stadium. Based on feedback received from various stakeholders, including 2021 graduating senior leaders and campus administrators, graduations will be held outdoors at these two large facilities. We will follow the Centers for Disease Control (CDC) and the Texas Education Agency's protocols similar to those implemented for the 2020 Senior Celebrations. Both sites have outdated audio video (AV) systems and required significant support and upgrades. With 21 schools participating, graduations are scheduled June 3-5, 2021 for FWISD Early College High Schools; June 16, 2021 for FWISD Schools of Choice; and June 17-20, 2021 for FWISD Traditional Schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Rental of Audio Video Equipment for 2021 Graduations at Farrington Field and Clark Stadium
2. Decline to Approve Rental of Audio Video Equipment for 2021 Graduations at Farrington Field and Clark Stadium
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Rental of Audio Video Equipment for 2021 Graduations at Farrington Field and Clark Stadium

FUNDING SOURCE

Additional Details

Local Funds

199-11-6264-001-XXX-11-349-000000

COST:

\$76,527

VENDOR:

AAV-Athans Audio Visual, LLC

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 21-085

Number of Bid/Proposals received: 24

HUB Firms: 3

Compliant Bids: 24

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

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	Success High School	Benbrook High School
Young Women’s Leadership Academy	Texas Academy of Biomedical Sciences	Young Men’s Leadership Academy
World Language Institute	Marine Creek Collegiate High School	TCC South Collegiate High School

RATIONALE:

The graduation ceremonies will provide an opportunity to honor seniors in a manner that does not minimize their achievements and for parents to see their child recognized in person while abiding by state and federal health guidelines.

INFORMATION SOURCE:

Cherie Washington

Raúl Peña

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike

*1.5% interest will be charged monthly to invoices past due

Quantity	Description	Price Ea.	Amount
	PO Number Ariana Vazquez Administrative Assistant Student and School Support Fort Worth Independent School District 817.814.2311 ariana.vazquezdeanda@fwisd.org 100 N. University Dr. NW 255B Fort Worth TX 76107		
	Benjamin Leos 817-875-9672 benjamin.leos@fwisd.org		
	Rian Townsend 214-546-0617		
	Farrington Field June 3rd-June 5th Three day rental for equipment		
	THURSDAY, June 3, 2021 Texas Academy Biomedical Sciences Farrington Field 7:30 P.M. FRIDAY, June 4, 2021 Marine Creek Collegiate High School Farrington Field 7:30 P.M. SATURDAY, June 5, 2021 TCC South Collegiate High School Farrington Field 7:30 P.M. VIDEO		
2	JVC HD Camera with Tripod @ \$325/day for three days Feed to be Streamed to YouTube, Possibly recorded	975.00	1,950.00
2	SpiderPod platform to elevate Camera and Operator, surrounded by black pipe & drape @ \$250/day for three days	750.00	1,500.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
1	BlackMagic Seamless HD Matrix Switcher for 16x9 Widescreen Aspect Ratio Display - (multiple independently switchable outputs, seamless switching between laptops, save and store logo slide, and full program recording capabilities) - to include 2 LCD Preview Monitors / 2 Audio monitors / Multiple projector-specific converter boxes. @ \$600/day for three days Patched into House Video System	1,800.00	1,800.00
1	BlackMagic Web Presenter Streaming Interface @ \$175/day for three days	525.00	525.00
1	FW ISD to check Internet connection and disable WiFi		
1	Laptop Computer with Windows 10 and Microsoft Office 2016 for STREAMING TO YouTube	450.00	450.00
	AUDIO		
2	Digital Wireless Hand Held Microphone System (On Stands With Wind Socks) @ \$99/day for three days	297.00	594.00
1	Audio Crab DI Box for Phone or Laptop sound connection (For Laptops) @ \$35/day for three days	105.00	105.00
1	Behringer X32 Digital Mixer @ \$250/day for three days	750.00	750.00
6	QSC KLA12 Powered Line Array Cabinet on Speaker Stand @ \$250 each per day for three days	750.00	4,500.00
4	QSC 152i Powered Speaker on Speaker Stand (On Field for Graduates) @ \$100/day for three days	300.00	1,200.00
1	QSC 122i Powered Speaker (For a stage Monitor) @ \$85/day for three days	255.00	255.00
1	Clearcomm Package with 6 total Wired Headsets @ \$250/day for three days	750.00	750.00
	CABLE RAMPS		

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
50	Cable Ramps	50.00	2,500.00
	Subtotal		16,879.00
	LABOR		
6	Technician To Setup Equipment @ \$45/hour for 4 hours 6/3 (Morning)	180.00	1,080.00
2	Camera Operator Set/Operate/Reset @ \$275 half day rate 6/3	275.00	550.00
1	Video Engineer Set/Operate/Reset @ \$275 half day rate 6/3	275.00	275.00
1	Audio Engineer Set/Operate/Reset @ \$275 half day rate 6/3	275.00	275.00
2	Camera Operator Set/Operate/Reset @ \$275 half day rate 6/4	275.00	550.00
1	Video Operator Set/Operate/Reset @ \$275 half day rate 6/4	275.00	275.00
1	Audio Engineer Set/Operate/Reset @ \$275 half day rate 6/4	275.00	275.00
2	Camera Operator Set/Operate/Reset @ \$275 half day rate 6/5	275.00	550.00
1	Video Operator Set/Operate/Reset @ \$275 half day rate 6/5	275.00	275.00
1	Audio Engineer Set/Operate/Reset @ \$275 half day rate 6/5	275.00	275.00
2	Technician to strike Equipment @\$45/hr for 4 hours 6/5	180.00	360.00
	Subtotal		4,740.00
	Delivery	50.00	50.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

Ship To:

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike

*1.5% interest will be charged monthly to invoices past due

Quantity	Description	Price Ea.	Amount
	Farrington Field June 16th-June 20th Five days, three day rental for equipment *** The parents will be on the East side in the mornings and the West side in the evenings*** FOH on West Side WEDNESDAY, June 16, 2021 Young Men's Leadership Academy (Farrington) 9:00 A.M Young Women's Leadership Academy (Farrington) 7:30 P.M THURSDAY, June 17, 2021 Carter-Riverside High School (Farrington) 9:00 A.M. Diamond Hill-Jarvis High School (Farrington) 7:30 P.M. FRIDAY, June 18, 2021 Dunbar High School (Farrington) 9:00 A.M. Paschal High School (Farrington) 7:30 P.M. SATURDAY, June 19, 2021 North Side High School (Farrington) 9:00 A.M. Trimble Tech High School (Farrington) 7:30 P.M. SUNDAY, June 20, 2021 Arlington Heights High School (Farrington) 7:30 P.M.		
2	VIDEO Professional JVC Camera with Tripod @ \$325/day for three days To Possibly record	975.00	1,950.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
2	SpiderPod platform to elevate Camera and Operator, surrounded by black pipe & drape @ \$250/day for three days	750.00	1,500.00
1	BlackMagic Seamless HD Matrix Switcher for 16x9 Widescreen Aspect Ratio Display - (multiple independently switchable outputs, seamless switching between laptops, save and store logo slide, and full program recording capabilities) - to include 2 LCD Preview Monitors / 2 Audio monitors / Multiple projector-specific converter boxes. @ \$600/day for three days Patched into House Video System	1,800.00	1,800.00
1	BlackMagic Web Streaming Interface @ \$175/day for three days FW ISD to check Internet connection and disable WiFi	525.00	525.00
1	Laptop Computer with Windows 10 and Microsoft Office 2016 (For Streaming) @ \$150/day for three days	450.00	450.00
2	AUDIO Digital Wireless Hand Held LAV Microphone System (On Stands With Wind Socks) @ \$99/day for three days	297.00	594.00
1	Audio Crab DI Box for Phone or Laptop sound connection (For Laptops) @ \$35/day for three days	105.00	105.00
1	Behringer X32 Digital Mixer @ \$250/day for three days	750.00	750.00
8	QSC KLA12 Powered Line Array Cabinet on Speaker Stand @ \$250/day for three days	750.00	6,000.00
4	QSC 152i Powered Speaker on Speaker Stand (On Field for Graduates) @ \$100/day for three days	300.00	1,200.00
1	QSC 122i Powered Speaker (For a stage Monitor) @ \$85/day for three days	255.00	255.00
1	Clearcomm Package with 6 total Wired Headsets @ \$250/day for three days	750.00	750.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
50	CABLE RAMPS Cable Ramps	50.00	2,500.00
	Subtotal		18,429.00
	Labor		
6	Technician To Setup Equipment @ \$45/hour for 4 hours 6/15	180.00	1,080.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/16	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ @ \$55/hour for 10 hours 6/16	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/16	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/17	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ @ \$55/hour for 10 hours 6/17	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/17	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$275 half day rate 6/20	275.00	550.00
1	Video Engineer Set/Operate/Reset @ \$275 half day rate 6/20	275.00	275.00
1	Audio Engineer Set/Operate/Reset @ \$275 half day rate 6/20	275.00	275.00
2	Technician To Strike Equipment @ \$45/hour for 4 hours 6/20	180.00	360.00
	Subtotal		11,340.00
1	Delivery	50.00	50.00
	Subtotal		50.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

Ship To:

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike

*1.5% interest will be charged monthly to invoices past due

Quantity	Description	Price Ea.	Amount
	Clark Stadium June 16th- June 20th Five days, three day rental for equipment ***Parents on the West side for all Graduations*** FOH on West Side WEDNESDAY, June 16, 2021 Success High School (Clark) 9:00 A.M. World Language Institute (Clark) 7:30 P.M. THURSDAY, June 17, 2021 Polytechnic High School (Clark) 9:00 A.M. Eastern Hills High School (Clark) 7:30 P.M. FRIDAY, June 18, 2021 O.D. Wyatt High School (Clark) 9:00 A.M. Benbrook High School (Clark) 7:30 P.M. SATURDAY, June 19, 2021 South Hills High School (Clark) 9:00 A.M. Southwest High School (Clark) 7:30 P.M. SUNDAY, June 20, 2021 Western Hills High School (Clark) 7:30 P.M.		
2	VIDEO Professional JVC Camera with Tripod @ \$325/day for three days To Possibly record	975.00	1,950.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
2	SpiderPod platform to elevate Camera and Operator, surrounded by black pipe & drape @ \$250/day for three days	750.00	1,500.00
1	BlackMagic Seamless HD Matrix Switcher for 16x9 Widescreen Aspect Ratio Display - (multiple independently switchable outputs, seamless switching between laptops, save and store logo slide, and full program recording capabilities) - to include 2 LCD Preview Monitors / 2 Audio monitors / Multiple projector-specific converter boxes. Patched into House Video System	1,800.00	1,800.00
1	BlackMagic Web Streaming Interface @ \$175/day for three days FW ISD to check Internet connection and disable WiFi	525.00	525.00
1	Laptop Computer with Windows 10 and Microsoft Office 2016 (For Streaming) @ \$150/day for three days	450.00	450.00
2	AUDIO Digital Wireless Hand Held Microphone System @ \$99/day for three days	297.00	594.00
1	Audio Crab DI Box for Phone or Laptop sound connection @ \$35/day for three days	105.00	105.00
1	Behringer X32 Digital Mixer @ \$250/day for three days	750.00	750.00
6	QSC KLA12 Powered Line Array Cabinet on Speaker Stand or on Cases @ \$250/day for three days	750.00	4,500.00
5	QSC 122i Powered Speaker on Speaker Stand (Four on the field for the graduates, one for a stage Monitor) @ \$85/day for three days	255.00	1,275.00
1	Clearcomm Package with 6 total Wired Headsets @ \$250/day for three days	750.00	750.00
50	CABLE RAMPS Cable Ramps	50.00	2,500.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal
		Sales Tax (0.0%)
		Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
6/3/2021	Thursday...	6055

Bill To:

Ship To:

Fort Worth ISD
 100 N. University Drive Suite NW259
 Fort Worth, TX 76107

See locations below
 Dates and Times below for each location
 Setup Dates and Time TBD

Terms*	Rep
Due upon completion	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
	Subtotal		16,699.00
	Labor		
6	Technician To Set Equipment @ \$45/hour for 4 hours 6/15	180.00	1,080.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/16	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/16	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/16	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/17	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/17	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/17	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/18	550.00	550.00
2	Camera Operator Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	1,100.00
1	Video Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	550.00
1	Audio Engineer Set/Operate/Reset @ \$55/hour for 10 hours 6/19	550.00	550.00
2	Camera Operator Set/Operate/Strike @ \$275 half day rate 6/20	275.00	550.00
1	Video Engineer Set/Operate/Strike @ \$275 half day rate 6/20	275.00	275.00
1	Audio Engineer Set/Operate/Strike @ \$275 half day rate 6/20	275.00	275.00
2	Technician to strike Equipment 5/30 @ \$45/hour for 4 hours 6/20	180.00	360.00
	Subtotal		11,340.00
	Subtotal		79,477.00
1	Delivery	50.00	50.00
	Subtotal		50.00

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.co	Subtotal	\$79,527.00
		Sales Tax (0.0%)	\$0.00
		Total	\$79,527.00

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

TOPIC: APPROVE 2021 ADVANCED PLACEMENT EXAM FEES

BACKGROUND:

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with AP eligible grade levels, and two middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board’s AP course offerings. All AP teachers are required to submit a professional syllabus to the College Board’s AP Audit online system to ensure course instruction that adheres to College Board guidelines. Postsecondary Success Specialists are the College Board AP Coordinator of Record and facilitate student registration and exam administration on campus.

Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars. The final amount will depend on the number of exams taken.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021 Advanced Placement Exam Fees
2. Decline to Approve 2021 Advanced Placement Exam Fees
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2021 Advanced Placement Exam Fees

FUNDING SOURCE

Additional Details

General Fund

199-11-6339-0WS-XXX-38-378-000000

COST:

Not-to-Exceed - \$517,585

VENDOR:

College Board

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 1

Compliant Bids: 204

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Carter-Riverside High School	Arlington Heights High School	Benbrook/Middle High School
Diamond Hill-Jarvis High School	Dunbar High School	Eastern Hills High School
I.M. Terrell Academy for STEM and VPA	North Side High School	Paschal High School
Polytechnic High School	South Hills High School	Southwest High School
Texas Academy of Biomedical Sciences	Tarrant County College/South – FWISD Collegiate High School	Trimble Tech High School
Western Hills High School	World Languages Institute	O.D. Wyatt High School
Young Men’s Leadership Academy	Young Women’s Leadership Academy	Rosemont Middle School
William James Middle School		

RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions and potential college credit eligibility, this item is recommended for Board approval. The funds for this item will provide the opportunity for all students enrolled in Advanced Placement courses to complete the AP Exams at no cost. Research has shown a higher correlation between students, receiving a qualifying score of 3 or higher on AP Exams and college degree attainment.

Within Fort Worth ISD, the number of students receiving qualifying scores of 3, 4, or 5 has increased from 1529 students in May, 2016 to 1901 students in May, 2019. Due to the COVID-19 pandemic, in 2020, there was a decrease in the number of students who took AP Exams and scored a 3 or higher on those exams. This school year, we have increased the number of students taking AP Exams to a record number of 6,151 students taking one or more AP Exams.

INFORMATION SOURCE:

David Saenz

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

**TOPIC: **APPROVE ADVANCEMENT VIA INDIVIDUAL
DETERMINATION VIRTUAL PROFESSIONAL DEVELOPMENT
TRAINING FOR THE 2021 – 2022 SCHOOL YEAR****

BACKGROUND:

The Advancement Via Individual Determination (AVID) College Readiness System provides support for first-generation college students in the areas of time management, organization, critical thinking and problem solving, planning and goal setting skills. The training supports academic achievement for all students on campuses where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective for three (3) or more years. AVID students are provided with tutors to facilitate inquiry-based group tutorial sessions. The students also visit colleges to gain an understanding of the collegiate environment as well as eligibility requirements and admissions protocols. Staff members will receive professional development training during the virtual AVID DigitalXP in June 2021 to enhance their knowledge and skills of the program and prepare for the upcoming school year. We are requesting approval of the online AVID DigitalXP training costs to prepare for the 2021 – 2022 academic year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Advancement Via Individual Determination Virtual Professional Development Training for the 2021 – 2022 School Year
2. Decline to Approve Advancement Via Individual Determination Virtual Professional Development Training for the 2021 – 2022 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Advancement Via Individual Determination Virtual Professional Development Training for the 2021 – 2022 School Year

FUNDING SOURCE:

Additional Details

Special Revenue

289-13-6499-OWV-XXX-24-512-000000-21F12

COST:

Not-to-Exceed - \$71,400

VENDOR:

AVID Center

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas Joshua Independent School District Contract RFP 2018-03. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Carter-Riverside High School	Arlington Heights High School	South Hills High School
Diamond Hill-Jarvis High School	Paul Laurence Dunbar High School	Eastern Hills High School
North Side High School	Polytechnic High School	R. L. Paschal High School
Trimble Tech High School	Southwest High School	Western Hills High School
O.D. Wyatt High School	Daggett Middle School	J.P. Elder Middle School
Leadership Academy at Forest Oak	William James Middle School	Meadowbrook Middle School
Morningside Middle School	Riverside Middle School	Rosemont Middle School
W.C. Stripling Middle School	Benbrook Middle/High School	Young Men’s Leadership Academy
World Language Institute	Marine Creek Collegiate High School	Collegiate Programming & Advisement

RATIONALE:

The AVID College Readiness System has a proven track record of success in preparing students for acceptance into and through college, as well as increased academic achievement for students in the present. Data is readily available that supports this record at national, state, district, and campus levels. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support Fort Worth ISD's mission and several key initiatives.

Within the last seven years, our percentage of AVID-trained teachers, administrators, and counselors has increased by over 10%, which has led to gains in other areas. This increase has assisted in a vast improvement of 8th grade AVID student performance in completing Algebra 1 and Honors courses with a grade of "C" or better. Over the last four years, our AVID seniors have graduated on time at 99% or higher and over 76% have been accepted into four-year institutions.

INFORMATION SOURCE:

David Saenz



310 E. 18th Street
Joshua, TX 76058
Phone: 817-202-2500
Fax: 817-645-8110

July 13, 2020

RE: RFP 2018-03—Instructional Supplies, Teaching Aids and Professional Development

Dear Vendor,

On August 31, 2018 your company was awarded the above-referenced contract, which expires on August 31, 2020. Joshua ISD wishes, in accordance with the terms of the original bid, to extend this contract through August 31, 2021.

If this is acceptable, indicate your acceptance and acknowledgment by signing below and returning the original of this document to Joshua ISD Administration Office via U.S. mail (PO Box 40, Joshua, TX 76058), Public Purchase, or e-mail (fuchsc@joshuaisd.org) no later than August 1, 2020 in order that this extension may be made effective.

If you need to change the catalog discount, minimum order requirements or shipping information, please attach additional sheet(s) with the updated information.

Sincerely,

Candace Fuchs
Purchasing Director

Accepted by:

DocuSigned by:
David S. Greulich
ECA8539C066844D...
Signature

David S. Greulich
Name

Controller
Title

AVID Center
Company Name

contracts@avid.org
E-mail address

7/13/2020 | 3:03 PM PDT
Date

"Joshua ISD will be a highly acclaimed model of educational excellence."

HB 89 AND SB 252 CONTRACTOR VERIFICATION

Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the “Foreign Organization List”). In the event that Contractor is added to the Foreign Organization List at any time during the term of the Agreement, Contractor shall promptly provide notice to Joshua ISD. Joshua ISD may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, that Contractor has been added to the Foreign Organization List.

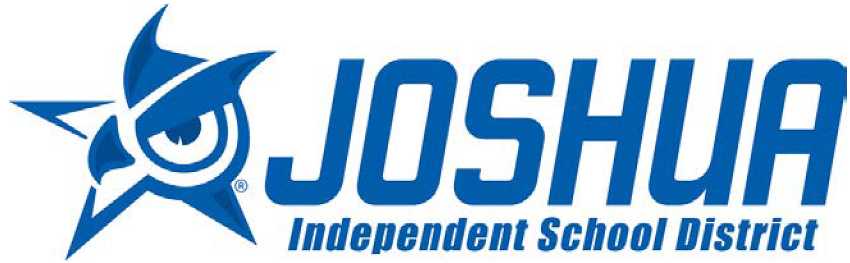
Contractor further certifies if (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more fulltime employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the “Contractor Companies”), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

AVID Center
Company Name

DocuSigned by:
David S. Greulich
Signature of Company Representative

David S. Greulich
Printed Name of Company Representative

7/13/2020 | 3:03 PM PDT
Date



**JOSHUA INDEPENDENT SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS –
MUST BE RETURNED WITH BID PACKET**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

**The following provisions are required and apply when federal funds are expended by Joshua
ISD for any contract resulting from this procurement process.**

The Joshua ISD is the subgrantee or subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all
contracts made by the non-Federal entity under the Federal award must contain provisions
covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the
inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense
Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address
administrative, contractual, or legal remedies in instances where contractors violate or breach
contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by Joshua ISD, Joshua ISD
reserves all rights and privileges under the applicable laws and regulations with respect to this
procurement in the vent of breach of contract by either party.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by
which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by Joshua ISD, Joshua ISD
reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from
this procurement process in the event of a breach or default of the agreement by Vendor, in the

event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Joshua ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Joshua ISD believes, in its sole discretion that it is in the best interest of Joshua ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Joshua ISD as of the termination date if the contract is terminated for convenience of Joshua ISD. Any award under this procurement process is not exclusive and Joshua ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Joshua ISD.

Does the vendor agree to abide by the above? YES DSG Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Joshua ISD, the vendor certifies that during the term of an award for all contracts by Joshua ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Joshua ISD, the vendor certifies that during the term of an award for all contracts by Joshua ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM0, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),

“Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Joshua ISD, the vendor certifies that during the term of an award for all contracts by Joshua ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES DSG^{DS} Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Joshua ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Joshua ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES DSG^{DS} Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Joshua ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Joshua ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES DSG Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: AVID Center

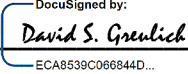
DUNS # 14-183-3280 Company registered on SAM.gov? Yes DSG No

Address, City, State, and Zip Code: 9797 Aero Dr., Suite 100, San Diego, CA 92123

Phone Number: 858-380-4800 **Fax Number:** _____

Printed Name and Title of Authorized Representative: David S. Greulich

Email Address: contracts@avid.org

Signature of Authorized Representative:  _____ **Date:** 7/13/2020 | 3:03 PM PDT

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

**TOPIC: APPROVE RENEWAL EDUCATIONAL PROFESSIONAL AGREEMENT
WITH AN EDUCATIONAL PROVIDER**

BACKGROUND:

Closely analyzing our teacher recruiting pipelines and partnerships to ensure that we are able to place the most effective teacher in all Fort Worth ISD classrooms is a critical component of the Human Capital Management Department. As such, we developed a partnership with a proven provider recognized for their work in recruiting, selecting, training and supporting teachers specifically for the needs of urban schools. The provider rigorously recruits from the nation’s top universities and provides intensive training and support to place recently graduated leaders in high need classrooms. Additionally, the provider developed a comprehensive support model to ensure these teachers are able to drive meaningful impacts.

The District renewed the provider’s five-year agreement on April 12, 2016, and the agreement is set to expire on April 30, 2021. All provisions applicable to the 2020 cohort will remain in effect through the conclusion of the 2021-2022 academic year. Therefore, the District recommends maintaining the partnership with the provider for the 2021-2022 academic by renewing a two-year commitment agreement for the academic years 2021-2022 and 2022-2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal Educational Professional Agreement with an Educational Provider
2. Decline to Approve Renewal Educational Professional Agreement with an Educational Provider
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal Educational Professional Agreement with an Educational Provider

FUNDING SOURCE

Additional Details

General Fund

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

COST:

2021-2022 Cohort year 1.....\$60,000
2022-2023 Cohort year 2.....\$60,000

Total.....\$120,000

VENDOR:

Teach for America

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:

The identified partnership will continue providing access to a critical talent pipeline of teacher talent specifically recruited, trained and supported to accelerate student achievement in urban classrooms. Moreover, this pipeline will predominantly focus on traditionally hard-to-staff content areas and campuses (i.e. bilingual, secondary math and science).

INFORMATION SOURCE:

Kermit Spears

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated May 1, 2021 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit with regional office located at 600 North Pearl Street, Suite 2300, Dallas, TX 75201 and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“School District”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, the Fort Worth Independent School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, the School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide fifteen (15) teacher candidates (the “Agreed Number”) for employment with School District (“Teachers”), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement. Teach For America will not supply the School District with any Teachers above the Agreed Number without the School District’s written permission. School District agrees to pay the fee for each additional Teacher approved in writing. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts, if any.
- ii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource, or teacher’s aide positions.
- iii. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters, and not restricted or limited to so-called “critical” or “shortage” subjects or grade level vacancies.

- iv. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School. This is with the understanding that this is not a requirement, rather a goal whenever possible.
- v. The Agreed Number of Teachers for hire in a specific academic year shall be determined on the basis of two components: (i) the number of Teachers; and (ii) the proposed distribution of certification area. School District hereby agrees that it will hire Teachers, as it deems necessary and in its sole discretion, across the full range of certification areas offered by Teach For America. Teach For America will use reasonable best efforts to provide Teachers that match the Agreed Number subject to the limitations set forth in section I.A of this Agreement.
- vi. Teach For America and School District will collaborate in the fall of each subsequent year of this Agreement to develop a proposal for the percentage of the number of Teachers that will be hired in a specific certification area in the upcoming academic year, if any. Specifically, the Parties hereby agree to make reasonable best efforts to ensure that distribution of Teachers hired under this Agreement is as follows with respect to the subject areas identified below for the 2021-2022 school year:
 - a. Elementary Bilingual Education;
 - b. Secondary Math; and
 - c. Secondary Science.
- vii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a “Partner School”) for placement of a Teacher, the school’s student population must be considered high poverty relative to the overall student population, or a school in which fifty percent or more of the school’s student population receives free or reduced lunch.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District’s established hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher’s grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
 Subject to its obligations under contracts or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. “Alternative employment” includes, but is not limited to substitute teaching positions, “pool” teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

- A. **Candidate Recruitment and Selection.** Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. **Commitment to Diversity.** Teach For America is committed to the following: “Teach For America seeks to enlist our nation's most promising future leaders in the movement to eliminate educational inequity, and we know these leaders will be diverse in ethnicity, race, and economic background. Their places on the political spectrum and their religious beliefs will be similarly varied, and we seek individuals of all genders and sexual orientations and regardless of physical disabilities. Maximizing the diversity of our organization is important so that we can benefit from the talent and energy of all those who can contribute to our effort, and also to increase the opportunity for engagement in the circles of influence in our tremendously diverse society. Moreover, we seek to be diverse because we aspire to serve as a model of the fairness and equality of opportunity we envision for our nation.”
- C. **Pre-Service Training.** Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America (“Pre-Service Training), in order to prepare Teachers for this work.
- D. **Certification Status.** Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the “Requirements”). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

- A. **Employment Status.**
 - i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
 - ii. Nothing in this Agreement shall be construed to make Teach For America a party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

- iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.
- v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s) without any additional compensation to Teach For America.

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide access to Teach For America to the School District’s internal harassment policies and/or procedures prior to signing this Agreement.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

A. Professional Development and On-Line Data Storage Services.

- i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as online data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the “Professional Development Services”). If professional development services must be provided virtually, at Teach For America’s discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of

these professional development services, Teach For America may provide online data storage services on Teach For America's software and servers.

- ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"). In the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and only for the purposes for which disclosure was made.

B. Certification and Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement.
- ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this Agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2021-2022 academic year, School District shall pay Teach For America an annual amount of \$4000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

B. Non-refund. [Reserved]

- C. **Invoicing and Payment.** Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year.
- D. **Term.** The term of this Agreement shall be for the period of one (1) year and will cover all Teachers whose employment begins with the School District during the 2021-2022 academic year. No additional Teachers will be hired by School District beyond the 2021-2022 academic year. This Agreement will expire on the last school day of the 2022-2023 academic year so that the Teachers hired by School District during the 2021-2022 academic year are able to fulfill the second year of employment, as indicated under the terms of this Agreement.
- E. **Termination.** This Agreement may be terminated as follows:
- i. at any time by mutual written agreement of the Parties;
 - ii. by either Party, upon thirty (30) days' prior written notice to the other Party, **provided** that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
 - iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. **Survivability and Effect of Termination.** In the event of the expiration or termination of this Agreement, this Agreement shall become void, with the exceptions that Section IIIA-C (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections V.G. (No Warranty), V.H. (Mutual Indemnification), and V.I. (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination for services already rendered.
- G. **No Warranty.** School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America.
- H. **Mutual Indemnification.**
- i. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

- I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.
- J. Surveys. School District acknowledges that Teach For America may survey Teachers regarding its programming and professional development of Teachers in the classroom.
- K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.
- L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.
- N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
 Title: _____
 Address: _____
 Email: _____

With a copy to:

Office of Legal Services
 Fort Worth Independent School District
 100 N. University Drive
 Fort Worth, TX 76107

TEACH FOR AMERICA:

Name: _____
 Title: _____
 Address: _____

With an electronic copy to:

Name: TFA Legal Affairs
 Email: LegalAffairs@teachforamerica.org

**Send only notices related to breach of contract and indemnity.*

Email: _____

- P. **Waiver.** A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.

- Q. **Notice of Intent to Enter Sole Source Contract:** The District intends to enter into a sole source contract with Teach For America for Teachers to be placed with the District. These Teachers are committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement. This contract will help to defray expenses Teach For America incurs in recruiting, selecting, providing service training and continuing professional development to these Teachers. A confirmation of Sole Source Compliance by Vendor and requirements are listed in Exhibit [X].

- R. **Authority.** This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

- S. **Loss of Funding and Commitment of Current Revenue:** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. School District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement, without School District incurring any liability to Teach For America as a result of such termination, including early termination charges. If School District terminates this Agreement pursuant to this paragraph, Teach For America will have the right to collect and retain payment for services rendered to School District through termination date but will not be entitled to any early termination charges or any other fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Fort Worth Independent School District		Teach For America	
By:		By:	
Name:		Name:	
Address:		Address:	

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: _____
 Title: _____

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

TOPIC: **APPROVE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS ACADEMY OF BIOMEDICAL SCIENCES EARLY COLLEGE HIGH SCHOOL AND TARRANT COUNTY COLLEGE DISTRICT TO INCLUDE TCCD PLUS RESOURCES FOR DUAL CREDIT COURSES**

BACKGROUND:

The Board approved the Memorandum of Understanding between Tarrant County College District (TCCD) and the Texas Academy of Biomedical Sciences Early College High School (TASB ECHS) on October 8, 2019. Fort Worth Independent School District provides all Dual Credit textbooks for students participating in the approved Dual Credit courses offered through TCCD and to the high school campuses. The amendment to the (MOU) will include the TCC Plus resources for students enrolled in dual credit courses. TCCD Plus charges are based on each Dual Credit student enrolled in a TCCD Plus course that includes the textbook and course resources in the cost of the course tuition. TCCD will issue the District an invoice for the TCC Plus charges only, not tuition for the TABS ECHS students. This will be for the 2021-2022 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amendment to the Memorandum of Understanding with Tarrant County College District and the Texas Academy of Biomedical Sciences Early College High School to Include Tarrant County Plus Resources for Dual Credit Courses
2. Decline to Approve the Amendment to the Memorandum of Understanding with Tarrant County College District and the Texas Academy of Biomedical Sciences Early College High School to Include Tarrant County Plus Resources for Dual Credit Courses
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendment to the Memorandum of Understanding with Tarrant County College District and the Texas Academy of Biomedical Sciences Early College High School to Include Tarrant County College Plus Resources for Dual Credit Courses

FUNDING SOURCE:

Additional Details

General Fund

199-11-6321-001-082-38-697-000000

COST:

Not-to-Exceed - \$200,000

VENDOR:

Tarrant County College District

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 between the Fort Worth Independent School District and Tarrant County College. 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

Office of Innovation
Texas Academy of Biomedical Sciences Early College High School

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 Plus courses will allow students access to Dual Credit course resources and course materials in a timelier manner than the traditional textbook ordering process. The amount spent on TCC Plus will be a lower cost and offset the amount normally spent on traditional textbooks.

INFORMATION SOURCE:

David Saenz



1500 Houston Street • Fort Worth • Texas 76102-0435 • 817-515-5250

November 12, 2020

Dr. Kent P. Scribner
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Re: Letter of Agreement for amendment to the TCCD/Fort Worth Independent School District Texas Academy of Biomedical Sciences Early College High School of November 2019

Dear Dr. Scribner,

This letter will serve to notify the amendment to the TCCD/Fort Worth Independent School District Texas Academy of Biomedical Sciences Early College High School of November 2019.

1. The SCHOOL DISTRICT will pay all students' TCC Plus course charge(s).

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.

This Letter of Agreement shall be in effect beginning as of January 1, 2021 and ending on June 30, 2022.

By _____
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College District

By _____
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District

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

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS A&M UNIVERSITY FOR EDUCATOR PREPARATION PROGRAM

BACKGROUND:

This Memorandum of Understanding (MOU) explains the collaboration between Fort Worth Independent School District (FWISD) and Texas A&M University. The request is to facilitate Texas A&M University clinical teachers, field residency students, and practicum students (formerly student-teachers) with professional instructional coaching, supervise the work and activities at FWISD campuses. Our participation in the program is to provide teacher mentors and teacher interns enrolled in Texas A&M at the request of the student-teacher. The District is not obligated to provide all placement that may be requested.

STRATEGIC GOAL:

- 1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University for Educator Preparation Program
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University for Educator Preparation Program
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University for Educator Preparation Program

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Texas A&M University

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

District mentors assigned to Texas A&M University Teacher Interns (Student-Teachers)

RATIONALE:

This MOU will allow for placement of a future educator in FWISD schools and assist teacher interns who participate in the Texas A&M University Teacher Certification Program to be mentored by a FWISD teacher during field experience.

INFORMATION SOURCE:

Kermit Spears

Memorandum of Understanding (MOU)
Between
Texas A&M University
&
the Fort Worth Independent School District

This Memorandum of Understanding (“Agreement”) is entered into on June 1, 2021, between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, (hereinafter "District") and Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas, (hereinafter "University ") for the purposes stated herein. The purpose of this Agreement is to articulate the agreement for clinical teaching/educator placements between the University and the District.

1. Purpose.

- 1.1. The purpose of this Agreement is to facilitate a learning-centered partnership between the District and the University’s Educator Preparation Program (“EPP”).

2. Collaborative Goals.

The University and District jointly agree to:

- 2.1. Provide clinical teachers, field residency students, and practicum students with professional instructional coaching, supervise the work and activities of teacher/educator candidates and engage in co-teaching/supervision models throughout the field placement period. All clinical teachers, unless given the title of an employee, will be serving as direct service volunteers to District, as described in Texas Education Code § 51.937.
- 2.2. Establish a mentor/supervisor support program that provides the mentor/supervisor with the skills and resources to assist teacher/educator candidates in becoming highly competent in their subject areas, pedagogy, and specialized fields.
- 2.3. Establish a framework for sharing non-identified District performance data among the District and University for monitoring and evaluating the preparation and effectiveness of University teacher/educator candidates.
- 2.4. Share and co-analyze non-identified PK-12 performance data with University to specifically prepare teacher/educator candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP. Data sharing will not violate the data sharing policies of the District and will comply with the Data Sharing Agreement and Process hereby incorporated and made part of this Agreement as Addendum 2.
 - 2.4.1. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), University designates educational interest in any educational records (as defined in FERPA) to District to the extent the FERPA designee requires access to those records to fulfill its obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.



- 2.5. Participate in ongoing collaborative assessment of the University's educator preparation program through the examination of clinical teacher and practicum student data, cooperating teacher, and site supervisor feedback, and all other data sources, as applicable.

3. School District Obligations.

The District agrees to:

- 3.1. Collaborate with the EPP to identify, select, and train high-quality cooperating teachers and site supervisors.
- 3.2. Actively supervise, mentor, coach, and evaluate teacher candidates and practicum students using EPP processes, reporting requirements, and performance assessment tools.
- 3.3. Actively participate in program evaluation to support PK-12 student performance, inservice, and preservice program effectiveness.
 - 3.3.1 Support University in the distribution of program/graduate effectiveness surveys to District personnel.
 - 3.3.2 Support teacher/educator candidates in the administration of PK-12 student perception surveys for professional learning and educator candidate performance. Any personally identifiable information for PK-12 students will be redacted for the aforementioned purposes of this survey. Information identifying individual students will be shared with the educator candidates, cooperating teachers, site supervisors, and site coordinators for legitimate educational interests.
 - 3.3.3 Support teacher/educator candidates in the administration of PK-12 student perception surveys for professional learning. Information identifying individual students will be shared with the educator candidates, cooperating teachers, site supervisors, and site coordinators.
- 3.4. Provide opportunities for teacher candidates and practicum students to attend District-level and school-level professional development.
- 3.5. Where available, supply facility resources such as a room, at a school site, to be used for training, collaborative meetings, and by educator candidates for course work and conferencing. If possible, said room to be equipped with furnishings and technology (such as projector, document camera, Wi-Fi, etc.) to support programmatic, partnership usage.
- 3.6. Permit teacher/educator candidates to video record themselves in compliance with all District policies as they deliver instruction for licensure, self-reflection, and personal professional development. Signed permission from PK-12 students' parents/guardians will be secured as outlined and required by District policy. All personally identifiable information for students shall be excluded.
- 3.7. Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record, to the maximum extent possible.
- 3.8. Provide University supervisors and teacher/educator candidates with wireless internet access in a manner that is mutually acceptable to University and the District.

- 3.9. To the extent not in conflict with District policies and procedures, provide teacher candidates with log-on credentials to access the District's online management/remote learning systems to support the Mentor/Cooperating teacher and K-12 learners.

4. University Obligations.

The University agrees to:

- 4.1. Collaborate with the District to select high-quality University field supervisors for the Educator Preparation Program.
- 4.2. Provide programming ensuring that teacher/educator candidates meet state and federal guidelines for quality educator preparation.
- 4.3. To the extent not in conflict with University policies and procedures, comply with District policies and procedures and ensure that all University course instructors, field supervisors, and clinical teachers/field residency/practicum students are aware of these policies.
- 4.4. Provide a field experience coordinator who is a University faculty member, working with the District, to coordinate field placements, support the coaching and evaluation of teacher/educator candidates, assist in the selection of cooperating teachers/site supervisors, support cooperating teacher/site supervisor training, and ensure timely collaborative meetings and communications between District and University.
- 4.5. Assist any teacher/educator candidate falling below the EPP's academic and/or professional standards with a detailed improvement and accountability plan of action (PIP) developed to ensure improved performance by teacher/educator candidate.
- 4.6. Facilitate quarterly collaborative meetings among the District and EPP at which the effectiveness of the EPP is continually reviewed.
- 4.7. Collaboratively develop and deliver a cooperating teacher/site supervisor training and support program.
- 4.8. Facilitate the participation of cooperating teacher training and site supervisor training related to the supervision, mentoring, coaching, and evaluation of teacher candidates and practicum students.
- 4.9. Comply with District technology standards for antivirus, Internet filtering system, operating system setup, and software installation protocols and rules.
- 4.10. The University will ensure that a full background check of the education student is conducted before entering the field at the expense of the student. University/Educator candidates will agree to cooperate fully with this procedure. The background check includes (list what that consists of for our District). School district placement is subject to the approval of the outcome of the background check.
- 4.11. Upon request by the District, each teacher candidate will sign a non-disclosure agreement regarding student and District information.

5. Mutual Obligations.

Pursuant to this Agreement, the Parties shall in good faith:

- 5.1. Collaboratively recruit prospective future-teachers/educators to the Educator Preparation Program.
- 5.2. Encourage District and University faculty to jointly conduct and disseminate research.
- 5.3. Direct employees, under each Party's control, to perform the obligations under this Agreement.

6. Term

- 6.1 This Agreement is in effect from the date of execution for a term of two (2) years. This Agreement may be renewed for up to three (3) additional one (1) year terms upon mutual written agreement of the Parties.

7. Termination.

- 7.1. Except as otherwise provided, this Agreement may only be terminated by six (6) months' written notice of termination by either party. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the teacher education program to graduate before the effective date of termination. Upon termination, unless otherwise expressly provided, property purchased in furtherance of this Agreement shall remain the property of the party that purchased such property.

8. Miscellaneous.

8.1. Public Information.

- 8.1.1 Each Party acknowledges that the other Party is separately obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 8.1.2 Upon a Party's written request, the other Party will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the requesting Party in a non-proprietary format acceptable to requesting Party. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which a Party has a right of access.
- 8.1.3 The District acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a) (1), Texas Government Code.
- 8.1.4 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and each Party agrees that the Agreement can be terminated if the other Party knowingly or intentionally fails to comply with a requirement of that subchapter.



- 8.2. **Governing Law and Venue:** The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
- 8.3. **Non-Waiver.** District expressly acknowledges that University is an agency of the State of Texas and University acknowledges that District is a political subdivision of the state of Texas. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its rights to claim such exemptions, privileges, and immunities as may be provided by law
- 8.4. **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and District to attempt to resolve any claim for breach of contract made by the District that cannot be resolved in the ordinary course of business. The District shall submit written notice of a claim of breach of contract under this Chapter to Phillip Ray, University Contracts Officer of Texas A&M University or B.J. Crain, Chief Business Officer of the Texas A&M University System, who shall examine District's claim and any counterclaim and negotiate with District in an effort to resolve the claim.
- 8.5. **Conflict of Interest.** By executing this Agreement, each Party and each person signing on behalf of that Party certifies, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, the District Board of Trustees, nor any employee, or person, whose salary is payable in whole or in part by either Party, has a direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 8.6. **Relationship of the Parties.** For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, District is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Neither Party will bind or attempt to bind the other Party to any agreement or contract.
- 8.7. **Force Majeure.** Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, epidemic or pandemic, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 8.8. **Entire Agreement.** This agreement contains the entire understanding of the parties with respect to its clinical teaching program and supersedes all other written and oral agreements between the parties with respect to the clinical teaching program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this agreement unless expressly stated in writing.
- 8.9. **Legal Authority.** The person signing on behalf of each party represents and warrants and certifies that they have the full legal authority to execute this Agreement on behalf of said party and has authority to bind said party to all the terms, conditions, provisions, and obligations contained herein.

District

University

Name
Title
Date
Signature

Name
Title
Date
Signature

[Faint, illegible text from bleed-through of the reverse side of the page]

ADDENDUM 1

9. Definitions.

- 9.1. Clinical Teacher/Field Residency/Practicum District - a school district partnering with University to implement a clinical teaching/field residency/practicum assignment.
- 9.2. Clinical Teaching – A supervised teacher candidate assignment through an EPP at a public school accredited by the Texas Education Agency (TEA) or other school approved by TEA for this purpose that may lead to the completion of an initial standard certificate; also referred to as “student teaching”.
- 9.3. Cooperating Teacher – For a clinical teacher candidate, an educator who is collaboratively assigned by the educator preparation program (EPP) and campus administrator; who has at least three years of teaching experience; who is an accomplished educator as shown by student learning; who has completed cooperating teacher training, including training in how to coach and mentor teacher candidates; who is currently certified in the certification category for the clinical teaching assignment for which the clinical teacher candidate is seeking certification; who guides, assists, and supports the candidate during the candidate's clinical teaching in areas such as planning, classroom management, instruction, assessment, working with parents, obtaining materials, district policies; and who reports the candidate's progress to that candidate's field supervisor.
- 9.4. Educator Candidate – a University student who has met all the University and state requirements to be admitted into an EPP seeking a professional certificate.
- 9.5. Educator Preparation Program (EPP) – an entity that must be approved by the State Board for Educator Certification to recommend candidates in one or more educator certification classes.
- 9.6. Field Experience Coordinator – an educator, hired by the EPP, to work with the District to coordinate field placements, support the coaching and evaluation of teacher/educator candidates, assist in the selection of cooperating teachers/site supervisors, support cooperating teacher/site supervisor training, and ensure timely collaborative meetings and communications between District and University.
- 9.7. Field Residency – Introductory experiences for a classroom teacher certification candidate involving, at the minimum, reflective observation of Early Childhood-Grade 12 students, teachers, and faculty/staff members engaging in educational activities in a school setting.
- 9.8. Field Supervisor – a currently certified educator, hired by the EPP, who preferably has advanced credentials, to observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators. A field supervisor shall have at least three years of experience and current certification in the class in which supervision is provided. A field supervisor with experience as a campus-level administrator and current certification may also serve as a field supervisor.
- 9.9. Pedagogy--The art and science of teaching; incorporating instructional methods that are developed from scientifically-based research.



- 9.10. Practicum - A supervised educator assignment at a public school accredited by the Texas Education Agency (TEA) or other school approved by the TEA for this purpose that is in a school setting in the particular class for which a certificate in a class other than classroom teacher is sought.
- 9.11. Professional Development - learning opportunities designed to support and improve instructional effectiveness and thereby increase the learning and success of educators, teacher/educator candidates, and PK-12 students.
- 9.12. Professional Improvement Plan (PIP) - a detailed improvement and accountability plan of action that identifies clearly defined and obtainable goals in order to assist teacher/educator candidates in attaining a satisfactory level of performance on a criterion.
- 9.13. Site Supervisor – For a practicum candidate, an educator who has at least three years of experience in the aspect(s) of the certification class being pursued by the candidate; who is collaboratively assigned by the campus or district administrator and the educator preparation program (EPP); who is currently certified in the certification class in which the practicum candidate is seeking certification; who has completed training by the EPP, including training in how to coach and mentor candidates, who guides, assists, and supports the candidate during the practicum; and who reports the candidate’s progress to the candidate’s field supervisor.
- 9.14. Teacher Candidate – a University student who has met all the University and state requirements to be admitted into an EPP seeking an initial standard certificate.

ADDENDUM 2 - DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and Texas A&M University (“ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to FWISD it may become necessary for FWISD to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable quote, scope of work, and/or response to a Request for Proposal attached to this Agreement as **Exhibit C**.
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data that is specifically outlined in **Exhibit A** of this Agreement. The specific Data sharing process will be, as outlined in **Exhibit B** of this Agreement.

2. DEFINITION, USE, AND TREATMENT OF DATA

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 2.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the s name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.
- 2.4 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by ORGANIZATION and shall not be copied, used, or disclosed by ORGANIZATION for any purpose not related to providing services to the District. ORGANIZATION recognizes that PII is



protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

- 2.5 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As detailed in Section 2.6, the Parties agree that ORGANIZATION is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.
- 2.6 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 ORGANIZATION acknowledges and agrees that FWISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION makes no claim of license, title, or ownership to or in Data.

3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on Month, Day, 20Year. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days’ written notice of termination to the other Party.

4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.
- 4.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, provide services, and improve its services under this Agreement.
- 4.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.



- 4.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). If applicable, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data.
- 4.5 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share its incident response plan upon request.
- 4.6 ORGANIZATION shall not use any Data to advertise or market products or services to FWISD students, their parents, or FWISD employees or officials.
- 4.7 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 5.2 Subcontractors: ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 6.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. ORGANIZATION AGREES TO INDEMNIFY FWISD AND HOLD FWISD HARMLESS FOR ANY DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICER, EMPLOYEES, OR AGENTS, AND TO DEFEND FWISD AGAINST SUCH CLAIMS FOR DAMAGES.

- 6.2 The Parties agree that the terms and requirement in this Section shall survive the expiration of the term of this Agreement.

7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 7.2 ORGANIZATION shall notify FWISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third-party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 7.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify FWISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to FWISD PII.

8. GENERAL CONDITIONS

- 8.1 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:
- 8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform each other of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv). As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall designate an official to act as temporary custodian of the PII received by FWISD pursuant to this Agreement and the contact person for all matters related to this Agreement. The ORGANIZATION will promptly notify FWISD in writing of the name and contact

information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.

- 8.1.3 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to FWISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 8.1.4 That PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
- 8.1.5 Publications and reports of PII and information related to them, including preliminary project descriptions and draft reports, shall involve only De-Identified Information and no PII that could lead to the identification of any individual student and/or person.
- 8.1.6 If applicable, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement. ORGANIZATION will destroy all PII obtained under this Agreement in accordance with Section 8.1.11.
- 8.1.7 That Parties have the right, to present, publish, or use the PII that they have gained in the course of the research under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party's partners who have executed a written confidentiality agreement with the ORGANIZATION agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 8.1.8 If applicable, ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results related to FWISD (collectively "Publications") for FWISD's review, comment, and approval at least fourteen (14) days prior to proposed publication date. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. FWISD shall confirm in writing if only changes to the layout and design of Publications are required.
- 8.1.9 That ORGANIZATION will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents, if any, associated with this Agreement, as detailed in Section 8.1.8.



- 8.1.10 That ORGANIZATION will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 8.1.11 ORGANIZATION will destroy or return to FWISD all files and hard copy records that contain FWISD Data and purge any copies for such Data from its computer system:
- (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
 - (2) Within five (5) business days after Data is no longer needed for the purposes stated in this Agreement.
 - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within five (5) business days of such request.
- 8.1.12 ORGANIZATION will ensure that all Data in the possession of any subcontractors or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.
- 8.2 ORGANIZATION understands that this Agreement does not convey ownership of FWISD's Data to ORGANIZATION. Any and all Data shared by FWISD pursuant to this Agreement is, and always will remain, the sole property of FWISD. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:
- 8.3.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.
 - 8.3.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 8.3.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of computer, remote terminal or other means.

9. NOTIFICATION OF AMENDMENTS TO POLICIES

- 9.1 ORGANIZATION shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
- 9.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with ORGANIZATION upon notification of the amendment to such terms without any penalty.



9.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms or Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

- Name:
- Title:
- Address:
- Email:

With a copy to:

Fort Worth Independent School District
 Office of Legal Services
 Attn: Chief Legal Counsel
 100 N. University Dr., Ste. NE 226

For the ORGANIZATION:

- Name: Name of Organization Contact
- Title: Title of Organization Contact
- Organization: Texas A&M University
- Address: Address Line 1
Address Line 2
- Email: Organization Contact Email

11. RIGHT TO AUDIT

The District through its employees or agents, shall have the right to audit ORGANIZATION’s compliance with this Agreement. The District shall give ORGANIZATION five (5) business days’ written notice of its intent to audit ORGANIZATION’s compliance. ORGANIZATION shall cooperate fully with such audit.

12. MISCELLANEOUS TERMS

- 12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 12.2 Neither the District nor ORGANIZATION shall use the other Party’s name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 12.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.



- 12.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
- 12.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 12.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 12.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 12.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 12.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 12.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 12.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability unless said Party has received the prior agreement from the other Party in writing.
- 12.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 12.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 12.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 12.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.
- 12.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.



12.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

[SIGNATURE PAGE FOLLOWS]



13. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above.

Texas A&M University

Fort Worth Independent School District

By: _____

By: _____

Name: Name

Name: Name

Title: Title

Title: Title

Date: Date

Date: Date

Approved as to Form:

Fort Worth ISD Legal Counsel

(Required for Purchases valued at \$10,000.00 and above)

Exhibit A

Data Overview and Specific Data Requested

Table 1: Data Overview

Student Data

School Years of Data Requested	School Years Requested
Students Included	SD
Timeframe for Collection	Timeframe for Collection
Other	Other

Non-Student Data

Years Requested	Years Requested
Timeframe for Collection	Timeframe for Collection
Other	Other

Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	<ul style="list-style-type: none"> Student Identifiers
Static Student Demographics	<ul style="list-style-type: none"> Demographics.
Student Academics	<ul style="list-style-type: none"> Student Academics
Student Attendance and Referrals	<ul style="list-style-type: none"> Student Attendance
Other	<ul style="list-style-type: none"> Other

Non-Student Data

Data Type	Data Details
Data Type	<ul style="list-style-type: none"> Data Detail

Exhibit B

Data Sharing Process

Fort Worth Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer.

Describe Data Sharing Process



Exhibit C

Quote, Scope of Work, Response to Request for Proposal/Qualifications

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

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT (NEW PTECH
SCHOOLS) AND CLOUD UNITY**

BACKGROUND:

This Memorandum of Understanding between Fort Worth Independent School District (Fort Worth ISD) and Cloud Unity will establish the Pathways in Technology Early College High School (PTECH) to be operated in accordance with the legislative grant of authority for PTECH schools in the Texas Education Code. The PTECH will be housed on the respective high schools and Tarrant County College campuses in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The new PTECH schools will begin serving students in grades 9 (with subsequent years serving grades up to 12) in the 2021-2022 school year. Per the application and PTECH blueprints, Cloud Unity and Fort Worth ISD will provide work-based learning, hands on activities, job shadowing and preferential interviews for qualified PTECH applicants at both Amon-Carter Riverside High School and South Hills High School.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth ISD (New PTECH Schools) and Cloud Unity
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD (New PTECH Schools) and Cloud Unity
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth ISD (New PTECH Schools) and Cloud Unity

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Office of Innovation

Amon-Carter Riverside High School - *PTECH Academy for Information Technology Convergence Technology*

South Hills High School - *PTECH Academy for Web Applications Programming*

RATIONALE:

This Memorandum of Understanding will allow Amon-Carter Riverside’s *PTECH Academy IT Convergence Technology* and South Hills’ *PTECH Academy Web Applications Programming* to enter into a mutually beneficial PTECH partnership with Cloud Unity to provide directed industry-based work experience to economically disadvantaged students and first-generation college students. Further, this PTECH partnership will target a high percentage of at-risk, economically disadvantaged students, and first-generation college students, who are either: highly motivated but have received insufficient academic preparation; may be English language learners; are likely to experience difficulty in experiencing a smooth transition into postsecondary education; or may have limited financial resources, and as a result the cost of college is prohibitive.

INFORMATION SOURCE:

David Saenz



P-TECH MODEL MEMORANDUM OF UNDERSTANDING
BETWEEN CLOUD UNITY AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into by and among Cloud Unity (hereinafter referred to as the “Cloud Unity”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as “FWISD”) and sets forth the roles of the Parties in regard to the implementation of the Pathways to Technology Early College High School (“P-TECH”) model at South Hills High School and Amon Carter Riverside High School (the “Program”). FWISD and Cloud Unity may be collectively referred to as the “Parties” or individually as the “Party”.

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement Cloud Unity has in support of this program.

OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating South Hills High School P-TECH and Carter Riverside High School P-TECH (“School”). The School’s mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree, thus preparing students to succeed in college and/or a career. The program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The School is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into postsecondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately 100 students in its initial 9th grade class and will grow by approximately 100 students each year, until the school reaches full capacity of 400 students.

The School’s curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the Information Technology and/or Business field. All college courses offered to students while enrolled in the School will be provided to students free of charge. All TCCD college fees for courses offered to students under this MOU will be defrayed by TCCD scholarships for students.

The Parties will work together to develop, evaluate, and revise the School's Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

ROLES AND RESPONSIBILITIES

A. Cloud Unity Responsibilities

1. Cloud Unity will support the implementation of the Overall School Model as outlined herein.
2. Cloud Unity will provide mentoring to participating students. The number of students mentored, and the professions of the mentors will be decided collaboratively between the Cloud Unity and the other Program industry participants as the Program progresses. Prior to performing services under this MOU, all mentors must register and clear the required criminal background check as outlined by Voly (FWISD's volunteer database system).
3. Cloud Unity will work with FWISD the other Program industry participants to outline the key skills students will need to succeed in those positions.
4. Cloud Unity will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Cloud Unity will, in good faith and to the extent practicable, provide internship opportunities during the term of this MOU. Cloud Unity will assist the School's staff in identifying additional organizations in the (Information Technology) and/or Business field that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the program.
5. Cloud Unity will work with the School's staff and the other Program industry participants to this MOU to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Cloud Unity will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
6. Cloud Unity will, to the extent practicable and consistent with its policies, allow the School's staff and students access to Cloud Unity facilities to support program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and/or other "real life" work experiences for students.
7. Cloud Unity will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed upon certifications, credentials, degrees, or work-based learning requirements.

B. FWISD/South Hills High School and Amon Carter Riverside High School Responsibilities:

1. FWISD/South Hills High School and Amon Carter Riverside High School will be committed to the full implementation of the Overall School Model as outlined within this MOU.

2. FWISD/South Hills High School and Amon Carter Riverside High School will work with the School's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. FWISD/South Hills High School and Amon Carter Riverside High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. FWISD/South Hills High School and Amon Carter Riverside High School will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and
 - g. tenacity.
4. FWISD/South Hills High School and Amon Carter Riverside High School will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the (Information Technology) and/or Business field.
5. FWISD/South Hills High School and Amon Carter Riverside High School will provide a facility to house the School at FWISD Collegiate High School, located at 5301 Campus Dr. Fort Worth, TX 76119. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. FWISD/South Hills High School and Amon Carter Riverside High School will allow Cloud Unity staff appropriate access to the School to support program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
7. FWISD/South Hills High School and Amon Carter Riverside High School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. FWISD/South Hills High School and Amon Carter Riverside High School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
8. FWISD will provide regular operating funds to the School in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. FWISD will support the School's principal in identifying qualified staff to teach in the School.

10. FWISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. FWISD/South Hills High School and Amon Carter Riverside High School will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career readiness.

11. FWISD will provide the criminal background checks for all mentors under this MOU.

CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to Cloud Unity of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
1. By FWISD; or
 2. for FWISD and FWISD
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to official business of FWISD.

TERM & TERMINATION

A. Term:

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU;
2. Cloud Unity is not in default of this MOU; and
3. This MOU has not been terminated.

B. Termination:

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

GOVERNING LAW AND VENUE

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

MODIFICATION

Any modification or amendment of this MOU must be in writing, approved and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this MOU warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, Cloud Unity shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at Cloud Unity or who are otherwise present at their facilities are expected to comply with all policies and procedures, including all safety policies and rules.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this MOU agree that neither Cloud Unity or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages or for any monetary damages of any nature.

H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.

I. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) Cloud Unity:

Annur Sumar
Chief Technology Officer
Cloud Unity
3626 N Hall St. Suite 610
Dallas, TX 75219

(2) Fort Worth Independent School District:

Dr. Kent P. Scribner
Superintendent
Fort Worth ISD
100 N. University Drive
Fort Worth, TX 76107

With a copy to:

Office of Legal Services
Fort Worth ISD
100 N. University Drive, SW172
Fort Worth, TX 76107

SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and Cloud Unity acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

[Signature Page Follows]

EXECUTED in duplicate original counterparts effective upon the latest date indicated below.

CLOUD UNITY

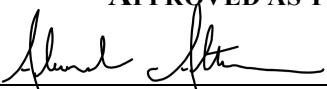
By: _____
Annur Sumar Date

AS

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kent P. Scribner Date

APPROVED AS TO FORM AND LEGALITY

By:  _____
Fort Worth ISD Legal Counsel Date
3/11/2021

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

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND FORT WORTH CRADLE TO CAREER TO CONTINUE THE TARRANT TO AND THROUGH PARTNERSHIP

BACKGROUND:

Fort Worth Cradle to Career (FWC2C) is a stand-alone non-profit focused on improving outcomes for all children and families from birth to career. The Tarrant To and Through (T3) initiative is a program run by FWC2C to ensure that, in partnership with Fort Worth Independent School District (FWISD) and other community stakeholders, more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today's workforce. This will happen by supporting and enhancing the current District efforts like national test preparation, college application bootcamps, and Free Application for Federal Student Aid, or FAFSA, completion. In addition, this initiative will add college advisors to each of the phase 1 campuses, at a ratio of 150:1, from the Texas Christian University College Advising Corp. This will support the current work of our counselors and College and Career coaches.

The partnership between FWISD and FWC2C will rest on the following principles:

- 1) Build on impactful work already happening in FWISD and Tarrant County;
- 2) Align existing community assets to maximize impact;
- 3) Learn from leading, effective practices across the country;
- 4) Focus on student experience; and
- 5) Develop a sustainable plan covering the first 10 years of initiative.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Fort Worth Cradle to Career to Continue the Tarrant To and Through Partnership
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Fort Worth Cradle to Career to Continue the Tarrant To and Through Partnership
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Fort Worth Cradle to Career to Join the Tarrant To and Through Partnership

FUNDING SOURCE

Additional Details

General Fund 199-31-6119-001-XXX-24-152-000000.....\$3000,000
 Special Revenue 211-31-6396-OLD-999-24-510-000000 20F10....\$72,000

COST:

\$372,000

VENDOR:

Fort Worth Cradle To Career

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 (Phase 1)	Dunbar High School (Phase 1)	Eastern Hills High School (Phase 1)
I.M. Terrell Academy for STEM and VPA	North Side High School	Paschal High School
Polytechnic High School (Phase 1)	South Hills High School	Southwest High School
Texas Academy of Biomedical Sciences	Tarrant County College/South - FWISD Collegiate High School	Trimble Tech High School
Western Hills High School (Phase 1)	World Languages Institute	O.D. Wyatt High School (Phase 1)
Young Men's Leadership Academy	Young Women's Leadership Academy	Success High School
International Newcomers Academy	Applied Learning Academy	Como Montessori
Daggett Middle School	Daggett Montessori	J.P. Elder Middle School

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
Jean McClung Middle School	McLean Middle School	Meacham Middle School
Meadowbrook Middle School	Monnig Middle School	Morningside Middle School
Riverside Middle School	Rosemont Middle School	Stripling Middle School
Wedgwood Middle School		

RATIONALE:

Preparing for success in college and career is a key goal for the students in FWISD. The continuation of this unique and innovative partnership will enhance the existing district efforts, with a strong community collective impact initiative, to help our school district accomplish the mission of Preparing *ALL* students for success in college, career, and community leadership.

INFORMATION SOURCE:

David Saenz

**Master Agreement
Between
Fort Worth ISD and Fort Worth Cradle to Career**

This Master Agreement ("Agreement") is 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 with its principal place of business at 100 N. University Dr., Fort Worth, TX 76107 ("District") and Fort Worth Cradle to Career, a 501(c)(3) organization with its principal place of business at a location 777 Taylor St., Suite 900, Fort Worth, TX, 76102 ("FWC2C") concerning the "Tarrant To and Through Efforts" (T3). District and FWC2C shall be referred to herein collectively as the "Parties" or individually as "Party."

I. Statement of Purpose

The Mission of District is preparing all students for success in college, career, and community leadership.

Fort Worth Cradle to Career is a stand-alone non-profit focused on improving outcomes for all children and families from birth to career. The Tarrant To and Through (T3) initiative will be a program run by FWC2C to ensure more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today's workforce. The partnership between District and FWC2C will rest on the following principals:

1. Build on impactful work already happening in Tarrant County;
2. Align existing community assets to maximize impact;
3. Learn from leading, effective practices across the country;
4. Focus on student experience; and
5. Develop a sustainable plan covering the first ten (10) years of the initiative.

FWC2C and District agree to the following intended outcomes for the Project:

1. Boost the number of District students graduating CCMR per TEA requirements;
2. Boost the number of District successfully earning a post-secondary credential within six (6) years of graduation;
3. Create an effective data platform to better track outcomes and provide support to students and families;
4. Engage the local business community in this effort; and
5. Boost the culture of post-secondary success in both schools and communities/families.

II. Agreements of the Parties

A. Scope of Program:

Both Parties acknowledge and understand that the scope of the program will be determined on an annual basis as the program is rolled out across District and Tarrant County.

All parties understand that starting with the 2021-2022 school year, all District graduating students who meet the eligibility requirements will be eligible to receive the T3 two (2)-year scholarship and a four (4)-year scholarship to the University of Texas – Arlington. The remainder of the services outlined below will be limited to the schools identified below and in subsequent yearly updates.

1. Diamond Hill
2. Dunbar
3. Eastern Hills
4. OD Wyatt

3.24.2021

- 5. Polytechnic
- 6. Western Hills

The intent is to add, by written mutual agreement, two (2) or three (3) high schools every two (2) or three (3) years, depending upon available funding and program success. New high schools will be agreed to in writing during the annual review of the MOU outlined below.

B. FWC2C agrees to the following terms:

- 1. Fundraise and provide backbone staff to support the overall effort, which is anticipated to include, but not limited to: Executive Director, Director of College Access, Director of College Success, Director of Data/Technology, Director of Community Partnerships, Scholarship Administrator, and Data Analyst.
- 2. Fundraise and coordinate two (2) year scholarships for all District student to attend Tarrant County College (“TCC”). This opportunity will be made available to all District graduates who meet the following eligibility requirements:
 - a. Students must graduate from a District high school and enroll in TCC in the Fall immediately after graduating.
 - b. Students must complete a FAFSA or TAFSA.
 - c. Students must meet the income requirements outlined in the Tarrant County College Foundation Stars of Tomorrow Scholarship Program as follows:

No. in Household Family Income

1	\$38,000
2	\$67,000
3	\$72,000
4	\$77,000
5	\$82,000
6	\$87,000
7	\$92,000
8	\$97,000

- d. Students must have completed and fulfilled the T3 Pledge form.
- 3. Fundraise and manage contract with TCU College Advising Corp. to provide “college and career advisers” at participating schools, in accordance with the District Post-Secondary Plan.
 - a. College and Career Advisers (T3 Advisers) are defined as full-time support staff imbedded in schools focused on helping students identify post-secondary options, the steps necessary to pursue those options, and direct assistance to students in taking those steps. Examples include PSAT, SAT/ACT prep work, FAFSA/TAFSA completion, college applications, and job shadow opportunities. T3 Advisers will be employed and report to the TCU College Advising Corp. and are not District employees.
 - b. The intent is for these T3 Advisers supplement existing District staff focused on college and career counseling and create better student ratios to provide more meaningful, frequent, and productive interactions with students, leading to an increased number of students achieving post-secondary success
 - c. For SY21-22, the Advisers will be provided at a student to Adviser ratio of approximately 200:1 at the six high schools listed above. Any additional high schools to be added in following years will be reviewed and agreed to at the annual MOU renewal.

3.24.2021

- d. This ratio will be revisited at the annual time of this MOU renewal and amended as agreed to by both Parties.
4. Create and manage the "Student Pledge Campaign." The student pledge campaign will be an effort to encourage students to sign the pledge stating they will create a plan for post-secondary success, complete the FAFSA, graduate high school, and pursue their post-secondary plans. In exchange for this pledge, student will be eligible to receive a two (2) year last dollar scholarship to Tarrant County College and a four (4) year scholarship to the University of Texas – Arlington provided they meet the stated income requirements. This opportunity will be available to all District students during the 2021-2022 school year.
5. Plan and execute, in partnership with the Collegiate Programming and Advisement team, a Postsecondary Pathways Professional Learning Community (PLC) focused on CCMR Outcomes and Postsecondary Enrollment for school leadership teams from the six high school listed above.
6. Coordinate with District staff and T3 Advisers to support 9-11 graders at the six (6) high schools listed above to complete individual Postsecondary Success Plans
7. Create and manage a community volunteer program for students in accordance with pledge requirements.
8. Fundraise and manage a mentor program to assist students in bridge from high school to post-secondary enrollment.
9. Fundraise and manage internships and job shadow days for high school students.
10. Participate in District's Middle School Leadership Academy redesign process in an effort to closely align T3's Middle School CCMR Model to the direction of the district.
11. In collaboration with District staff, facilitate a recruitment campaign and selection process to determine the best fit FWISD high schools for possible programmatic expansion in SY22-23.
12. Fundraise and secure data platform to provide usable information to educators, students, and families. This platform is anticipated to provide a tracking system where all parties know exactly where they stand in terms of following their post-secondary success plan, and a messaging platform to communicate directly with students and families.
 - a. Provide technical assistance to District users of the platform.
13. Provide data analytics to understand and act upon program outcomes.

C. DISTRICT agrees to the following terms:

1. Share data according to the attached Data Sharing Agreement - **Exhibit A**.
2. Create and implement a district wide Post-Secondary plan.
 - a. This plan will articulate how starting in Middle School, students are offered coursework and support services to ensure their post-secondary success including but not limited to:
 - i. Course offerings in high schools including PTECH and Early College High Schools;
 - ii. FAFSA completion plans including family nights;
 - iii. Remediation efforts to ensure students who graduate are TSI ready as defined by TEA; and
 - iv. Metrics and goals used to measure progress.
3. Create and implement a post-secondary success plan for each participating school in partnership with T3 which includes but is not limited to the following:
 - a. A detailed student management plan that defines how each student will be served in terms of college and career counseling and support broken down by grade, student performance, and schedule for the year". The goal of this plan is to ensure that each student has the support needed to create and achieve their individual pathway to post- secondary success.
 - b. An implementation plan for how the T3 funded Advisers will be integrated into the larger school framework in terms of working with existing staff and resources including but not limited to: Go Centers, Counselors, Early College staff, etc.
 - c. This plan will set key metrics and goals for each campus.
 - d. This plan will address the physical space and resources required to support the T3 Advisers
4. District commits to fully engaging and supporting all T3 supports both by the District administrations and the campus staff.
 - a. District will coordinate quarterly meetings with Chiefs of Schools and relevant feeder pattern Executive Directors to share progress and T3 Programmatic updates.
 - b. District will coordinate annually with Superintendent and Board of Education to share progress and T3 Programmatic updates.
 - c. District staff will support T3 efforts to recruit students in taking the Pledge by leveraging District communications department and integrating T3 updates into internal and external events.
5. Pursue expanding College, Career, and Military Readiness ("CCMR") courses at grades 6-8, to the extent possible.
6. Provide one CCMR Coach at each middle school in the T3 supported high school pyramids.
7. Provide universal PSAT, ACT, SAT, and TSI testing.
8. Provide universal remediation math and English courses for students who have not passed TSI.
9. Provide mutually agreed upon space for the Advisers at participating schools. This space will be defined in the campus post-secondary success plan and must be adequate to fully support the college and career Advisers at the stipulated ratios. At its discretion, District will provide additional dedicated office space, technology, furniture, fixtures, equipment, and supplies to support these positions.

3.24.2021

10. Grant data access to the Adviser in accordance with the Data Sharing Agreement.
11. District shall be responsible for compliance with all requirements and obligations relating to provision of educational services under local, state, or federal law. District will also be responsible for all licensing.
12. Funding and Costs:
 - a. District agrees to contribute the cost of one Adviser (\$50,000) to be applied to the TCU College Advising Corp. contract held by FWISD for providing college and career Advisers for each high school supported by the T3 efforts. The high schools supported for Year 1 are as follows:
 - i. Diamond Hill, Dunbar, Eastern Hills, O.D. Wyatt, Polytechnic, and Western Hills.
 - ii. The total for Year 1 will not exceed \$300,000.
 - b. District agrees to contribute \$2,000 per high school Adviser to be used towards technology including, but not limited to laptop, furniture, and/or supplies.
 - i. The total for Year 1 will not exceed \$72,000.
 - c. It is anticipated that this program will significantly boost the number of District students who meet the Texas Education Agency CCMR Bonus Criteria which qualifies the District to receive bonus funds under HB 3. District agrees to the following distribution of those funds:
 - i. 75% - Funds will be used to directly supplement and enhance the existing District CCMR and T3 Initiatives in the following manner:
 1. May be used for the cost of one Adviser per campus in item (12(a)), but not to exceed 50% of the total District Adviser cost for that school year.
 2. Any remaining funds should be directed for new initiatives that supplement the existing District program such as Academic Advisement, Advanced Placement exam preparation, TSIA preparation, National Assessment (ACT, PSAT, SAT) preparation, college awareness initiatives, career awareness initiatives (Vital Link), CTE programming, CCMR parent awareness programs, and other costs related to the T3 related initiatives. Funds must be spent according to the District Post - Secondary Plan and approved by the Chief Innovation Officer.
 3. 25% - Other direct or indirect costs to related to CCMR programming.

3.24.2021

III. Management Committee and Advisory Council

A. Purpose/Role

To facilitate communication and collaboration between District and FWC2C related to the Project and to ensure meeting the collective goals of District and FWC2C, the Parties will create a Management Committee.

B. Composition

The Management Committee will be comprised of three (3) representatives from District and three (3) representatives from FWC2C. The Management Committee will develop a detailed action plan for project activities and will meet monthly to review project progress through the plan. The Management Committee will act as the implementation support team and will review formative evaluation data, problem solve implementation difficulties, and monitor expenditures of funds.

C. Meetings

By February 1st of each calendar year, the Management Committee will agree upon a schedule of meetings, which shall occur at least quarterly. The purpose of these meetings will be to support the effective management of the Project and to identify reports and a reporting schedule on student achievement, attendance, and behavior factors of students within the Project. The Management Committee will further propose dates for a monthly financial report for Management Committee meetings. Prior to implementation of the Project, the reporting schedules and information to be included in the reports must be approved by the Superintendent.

D. Annual Review of the MOU

As part of supporting the effective management of the Project, the Management Committee will review the programs of the Project to determine ongoing needs and potential changes to enhance the work being done through the T3 Initiative. Based on its ongoing review of the Project, the Management Committee will develop a set of recommendations for the upcoming school year related to any scope and programming changes. All new proposals and amendments to existing proposals and programs in the Project proposed by the Management Committee must be agreed to by both parties in writing no later than March 10th of the calendar year. The Parties acknowledge that any changes involving staffing must be submitted to District by March 10th annually in order for District to ensure compliance with Chapter 21 of the Texas Education Code.

IV. Miscellaneous

A. Revenue

Any revenue generated from the Project such as for Average Daily Attendance shall be the sole property of District.

B. Staff Evaluation

Any District staff funded by FWC2C shall be evaluated as per the stipulations of State law and District policies. Notwithstanding anything in a grant agreement to the contrary, all current and future positions related to this Agreement will be graded in accordance with the applicable positions in the District Compensation Manual.

C. Term

This Agreement shall be in effect for one (1) year from date of ratification by the District Board of Education and the approval of FWC2C. On an annual basis, this Agreement may be renewed by each party in writing

3.24.2021

no later than March 10th of that year. The Renewal must include updates as to which schools will be supported by the T3 efforts.

D. Sovereign Immunity

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas or of the staff or employees of District.

E. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

F. Dispute Resolution

An authorized executive-level agent of RCF and the Superintendent, or his or her designee, shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the Project prior to seeking any type of legal remedy. In the event a resolution cannot be reached within thirty (30) days, both parties shall have the right to pursue all available legal remedies.

G. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, District may assign any obligations of this Agreement related to grant submission and receipt and holding of grant dollars to the Fort Worth ISD Education Foundation.

3.24.2021

H. Amendments

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties. Any change to this Agreement must be in writing and signed by both Parties. An amendment shall be required whenever the term of this Agreement is extended or reduced without terminating the Agreement.

I. Termination or option to individually opt out of Project participation

Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days' advance written notice. If the termination is to take effect during the current academic year, the Party initiating the termination shall be required to provide funding for all positions provided for under this Agreement as part of the Project pursuant to Chapter 21 of the Texas Education Code for the remainder of the academic year.

To the extent that a programmatic termination for the following academic year affects positions subject to Chapter 21 of the Texas Education Code, notice must be provided by March 10 in any given year and the Party responsible for funding the positions will be required to continue funding during the remainder of the current school year.

J. No Joint Venture

The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between FWC2C and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

K. Severability

If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

L. Headings

The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

M. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

3.24.2021

N. Trademarks/Logos

Neither Party shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

V. Signature Clause

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and FWC2C signify that each Party understands and will comply with the conditions stated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

KS
AA
1/20/21

By: _____

Name: **Dr. Kent P. Scribner**

Title: **Superintendent of School – Fort Worth Independent School District**

Date: _____

KS

By: _____

Name: **Jacinto Ramos**

Title: **Board President - Fort Worth ISD Board of Trustees**

Date: _____

FORT WORTH CRADLE TO CAREER

By: _____

Name: **Mattie Parker**

Title: **CEO**

Date: _____

EXHIBIT A
DATA SHARING AGREEMENT
BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND
FORT WORTH CRADLE TO CAREER

1. INTRODUCTION

The Fort Worth Cradle to Career has entered into a Memorandum of Understanding (MOU) for the Tarrant To & Through Initiative with the Fort Worth Independent School District ("District") to provide District access to the establish the general agreement for the program. To complete the work required under the MOU, FWCTC will require access to District data.

This Data Sharing Agreement for the Tarrant To & Through Initiative (the "DSA") is made by and between District, a Texas public school district and Fort Worth Cradle to Career, a Texas non-profit organization working to ensure that students in Tarrant County receive an excellent and equitable education. The District and Fort Worth Cradle to Career may be referred to individually as a "Party," and collectively as the "Parties."

2. SCOPE OF DATA TO BE DISCLOSED

To effectively implement the partnership outlined in the MOU and this DSA, District authorizes Fort Worth Cradle to Career to receive or acquire on behalf of District the data (collectively known as the "Data") described in Exhibit A: Scope of Data.

The Parties acknowledge the release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).

3. PARTIES' OBLIGATIONS

3.1 Fort Worth Cradle to Career must provide District with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the District) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests.

3.2 District authorizes Fort Worth Cradle to Career to receive the Data described in Exhibit A: Scope of Data.

3.3 District shall prepare the Data as described in Exhibit A: Scope of Data on a schedule and frequency mutually agreed upon by the Parties and make the Data available to Fort Worth Cradle to Career electronically to the greatest extent possible.

4. LIMITATIONS ON USE

4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that Fort Worth Cradle to Career has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this DSA, and that Fort Worth Cradle to Career is the agent of District solely for the purpose of facilitating and tracking student progress through the Fort Worth Cradle to Career programming. Fort Worth Cradle to Career and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this DSA.

4.2 Fort Worth Cradle to Career shall allow access to the Data only to: (i) persons and contractors who have been tasked by Fort Worth Cradle to Career with storage, accessing and manipulating the Data; and (ii) persons and program partners of Fort Worth Cradle to Career that have been tasked by Fort Worth Cradle to Career with accessing the Data for the purpose of the T3 Initiative. Program partners include, but are not limited to; TCU College Advising Corps, Tarrant County College, Tarleton State University, Texas Wesleyan University, Texas Christian University, University of North Texas – Dallas, University of Texas-Arlington, the Student Success Agency and future college/university partners and third-party vendors which enter a formal Memorandum of Understanding with Fort Worth Cradle to Career. Accordingly, Fort Worth Cradle to Career shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order. Fort Worth Cradle to Career also shall not sell the Data in any form to any third party.

4.3 Fort Worth Cradle to Career shall cooperate with District as to any reasonable request to review Fort Worth Cradle to Career's compliance with the terms of this DSA.

5. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

5.1 Fort Worth Cradle to Career agrees to maintain the confidentiality of student information throughout all stages of conducting the services pursuant to the HCP Agreement executed by the Parties and this DSA by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable). Fort Worth Cradle to Career and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Fort Worth Cradle to Career protects its own confidential information.

5.2 Student Personally Identifiable Information (PII) will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be

collected only as necessary and in conjunction with this DSA; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only authorized Fort Worth Cradle to Career representatives who have agreed to maintain the confidentiality of the Data may access PII; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files.

5.3 Fort Worth Cradle to Career will not bear responsibility for safeguarding information that is: (i) publicly available; (ii) that is not an education record or PII; (iii) that is obtained by Fort Worth Cradle to Career from third parties without restrictions on disclosure and is not obviously PII; or (iv) is required to be disclosed by order of a court or other governmental entity.

5.4 Nothing in this DSA may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this DSA or the HCP Agreement, Fort Worth Cradle to Career and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent or eligible student.

5.5 Fort Worth Cradle to Career stipulates that this DSA does not convey ownership of the Data to Fort Worth Cradle to Career. District retains ownership of the PII that it provides pursuant to this DSA. District grants Fort Worth Cradle to Career a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, create derivative works, and otherwise make use of (to the extent such use, reproduction, modifications, and derivative works comply with the restrictions in this DSA) the Data in any manner and through any media.

5.6 The Parties agree that if either Party terminates the HCP Agreement and/or this DSA, Fort Worth Cradle to Career's right pursuant to Section 7.5 of this DSA immediately cease upon termination and Fort Worth Cradle to Career will return and/or permanently destroy any PII the District has shared with Fort Worth Cradle to Career.

5.7 The District will have the right, upon reasonable prior written notice (no less than 10 business days), to audit Fort Worth Cradle to Career's security practices to affirm that Fort Worth Cradle to Career has appropriate policies and procedures in place to protect the personally identifiable information from education records. Any such audit will be performed during Fort Worth Cradle to Career's regular business hours and at District's sole expense.

5.8 If Fort Worth Cradle to Career becomes aware of a disclosure or security breach concerning any Data covered by this DSA, Fort Worth Cradle to Career shall immediately notify District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Fort Worth Cradle to Career shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this DSA may, at District's sole discretion, result in District's immediately terminating this DSA.

6. TERM AND TERMINATION

6.1 This DSA will commence as of the later date that both Parties have signed the DSA below and shall continue for a period of five (5) years following execution, unless terminated earlier as allowed by this DSA. At the option of the District, this DSA may be renewed for three one-year terms, provided that the District has given Fort Worth Cradle to Career written notice of the District's intention to renew no later than thirty (30) days prior to the expiration of the then current term.

6.2 Either Party may terminate this DSA for any reason by giving 30 days' written notice of termination to the other Party.

6.3 Fort Worth Cradle to Career and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this DSA. Upon such termination, Fort Worth Cradle to Career will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to District that contain PII and remove any other PII from Fort Worth Cradle to Career's computer system. If requested, Fort Worth Cradle to Career shall provide District with an affidavit from an authorized officer of Fort Worth Cradle to Career confirming the deletion, destruction or return of data and files containing PII as soon as the action is complete.

The District will provide input on the specific time period for destruction based on the facts and circumstances surrounding the disclosure and study. The destruction must be in accordance with the District's records retention policies and procedures. The parties may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit. Fort Worth Cradle to Career shall securely and permanently destroy the Data in a commercially reasonable manner that is customary for the industry, and any and all hard and electronic copies thereof, when no longer needed for the purposes listed in this DSA. Fort Worth Cradle to Career agrees to require all employees, contractors, or agents of any kind using the Data to comply with this provision.

7. NOTICES

7.1 The following individuals are the contact points for each Party under this DSA. These individuals are responsible for the management and coordination of the requirements for each respective Party under this DSA. Copies of correspondence related to the modification, amendment, extension or termination of this DSA, or any other legal matter pertaining to this DSA, shall be furnished to these individuals with additional copies to:

For District:

Name: Sara Arispe

Title: Associate Superintendent - Accountability and Data Quality
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: Sara.Arispe@fwisd.org

For Fort Worth Cradle to Career:

Name: Mattie Parker
Title: Chief Executive Office
Address: TBD
Email: mparker@t3partnership.org

7.2 Fort Worth Cradle to Career designates the following individual or entity as an authorized representative: [Mattie Parker, Chief Executive Officer]. The authorized representative has authority to bind the entity to the requirements of this DSA. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.

8. SURVEYS

If Fort Worth Cradle to Career seeks to conduct a survey of students, Fort Worth Cradle to Career acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Any applicable survey conducted by Fort Worth Cradle to Career must be conducted in collaboration with and with prior written consent from the District. In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:

- a. Political affiliations;
- b. Mental and psychological problems potentially embarrassing to the student and his/her family;
- c. Sex behavior and attitudes;
- d. Illegal, anti-social, self-incriminating and demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
- g. Religious practices, affiliations, or beliefs of the student or parents; or
- h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

9. MISCELLANEOUS TERMS

9.1 Nothing in this DSA shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

9.2 Approval to use the personally identifiable information from education records for this DSA or the HCP Agreement does not confer approval to use the data for another agreement. The personally identifiable information from education records may only be used for the activities described in this DSA or the HCP Agreement.

9.3 Neither District nor Fort Worth Cradle to Career shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the DSA in any publication or public presentation without the prior written consent of such other Party.

9.3 No alteration, cancellation, variation or addition to this DSA shall be of any force or effect unless reduced to writing as an addendum to this DSA and signed by the Parties or their authorized signatories.

9.4 This document contains the entire DSA between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

9.5 None of the provisions of this DSA shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

9.6 The headings appearing in this DSA have been used for reference purposes only and shall not affect the interpretation of this DSA.

9.7 If any clause or term of this DSA should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this DSA shall be deemed to be severable there from and shall continue in full force and effect.

9.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this DSA without the prior written consent of the other Party, whose consent may not be unreasonably withheld.

9.9 By signing below, each Party represents that they are authorized to execute this DSA and that each Party is bound to all terms of the DSA.

9.10 This DSA shall only become effective and legally binding on the Parties once it has been signed by the Parties.

9.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior DSA from the other Party in writing.

9.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Fort Worth Cradle to Career and District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into DSAs similar to this DSA with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this DSA, the conduct of which is outside and independent of this DSA.

9.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this DSA because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this DSA may be canceled, terminated, or suspended in whole or in part by the other Party.

9.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this DSA.

9.15 Any dispute arising under this DSA shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

9.16 The terms of this DSA may be modified only upon a prior written amendment DSA executed by all Parties to this DSA.

9.17 This DSA constitutes and contains the entire DSA between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written DSAs between the Parties.

9.18 The Parties have caused this DSA to be executed by their duly authorized representatives. By signing this DSA, District and Fort Worth Cradle to Career signify that each Party understands and will comply with the conditions stated above.

9.19 The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, Fort Worth Cradle to Career must alert District's named contact person upon notification of the breach as soon as practical.

9.20 Fort Worth Cradle to Career shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, to the extent arising as a result of Fort Worth Cradle to Career's failure to meet

any of its obligations under this DSA. Fort Worth Cradle to Career will have no liability for claims or damages arising out of District's own negligence or willful misconduct. Fort Worth Cradle to Career's obligations under this paragraph are subject to District promptly notifying Fort Worth Cradle to Career of the applicable claim, allowing Fort Worth Cradle to Career the opportunity to control the defense and settlement thereof, and providing Fort Worth Cradle to Career all reasonable assistance in the defense and settlement of such claim.

Fort Worth Cradle to Career

District

By: _____
Name: Mattie Parker
Title: Chief Executive Officer
Date: _____

By: _____
Name: Kent P. Scribner
Title: Superintendent
Date: _____

DS
AA 4/2/201

EXHIBIT A: SCOPE OF DATA

The following table outlines the scope and source of all data provided to Fort Worth Cradle to Career either by District or on behalf of District under this DSA. This Exhibit may be amended if data requirements change. If the District or third-party provides additional data fields above and beyond the fields listed below, Fort Worth Cradle to Career will reasonable attempt to remove the additional data from their data sets.

DATA FIELDS	DATA SOURCE
District Directory Data	
First Name Middle Name Last Name Date of Birth District Issued Student ID High School ID CEEB Graduation Year TSDS ID Entry Date Ethnicity Race Sex	Data is sourced from the District SIS for all students.
DATA FIELDS	DATA SOURCE
District Transcript Data	
District Issued Student ID Course Code Class Rank Course Title Grading Period Grade Scale Grade Absences Credit Military Enlistment Industry-based Certification Associates Degree Earned Graduation Type Code (indicating IEP and Workforce Readiness)	Data is sourced from the District SIS only for all students.
Filing Status Information for Free Application for Federal Student Aid (FAFSA)	
First Name Middle Initial Last Name Date of Birth FAFSA Submission Date FAFSA Processing Date Verification Status	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin

Completion Status	
High School ID	
Apply Texas Application Status	
High School Name-First-Last Student-Last-Name First-Name Student-DOB Student-Email Application-ID Application-Destination-Name App-Semester App-Type Application-Deadline App-Status Last-Date-Updated Essay1-Status Essay2-Status Essay3-Status Scholar-Univ? Scholar-App? Scholar-Deadline Scholar-App-Status H.S. Grad Date Primary Phone Primary Phone Type Senior Roster (one record per student) Application-Destination-Name App-Semester App-Type Application-Deadline App-Status Last-Date-Updated Essay1-Status Essay2-Status Essay3-Status Scholar-Univ? Scholar-App? Scholar-Deadline Scholar-App-Status H.S. Grad Date	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin
PSAT Scores	

<p> Attending Institution Code Last or Surname First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number and Name Address Line 2 Text Address City Address State Abbreviation Us Zip or International Post Code Email Address Latest PSAT: Assessment Date Latest PSAT: Grade Level When Assessed Latest PSAT: Total Score Latest PSAT: Evidence-Based Reading and Writing Section Score Latest PSAT: Math Section Score Latest PSAT: Reading Test Score Latest PSAT: Writing and Language Test Score Latest PSAT: Math Test Score Latest PSAT: Analysis in Science Cross-Test Score Latest PSAT: Analysis in History/Social Science Cross-Test Score Latest PSAT: Relevant Words in Context Subscore Latest PSAT: Command of Evidence Subscore Latest PSAT: Expression of Ideas Subscore Latest PSAT: Standard English Conventions Subscore Latest PSAT: Heart of Algebra Subscore Latest PSAT: Passport to Advanced Mathematics Subscore Latest PSAT: Problem Solving and Data Analysis Subscore Date of Report </p>	<p>Data is sourced through electronic transfer from either District or directly from the College Board.</p>
<p>SAT Scores</p>	
<p> Cohort Year Last Or Surname </p>	<p>Data is sourced through electronic transfer from either District or directly from the</p>

<p> First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number And Name Address Line 2 Text Address City Address State Abbreviation Us Zip Or International Post Code Email Address Latest SAT: Registration Number Latest SAT: Make Up Indicator Latest SAT: Assessment Date Latest SAT: Grade Level When Assessed Latest SAT: Revised Score Indicator Latest SAT: Total Score Latest SAT: Evidence-Based Reading And Writing Section Score Latest SAT: Math Section Score Latest SAT: Reading Test Score Latest SAT: Writing And Language Test Score Latest SAT: Math Test Score Latest SAT: Analysis In Science Cross-Test Score Latest SAT: Analysis In History/Social Science Cross-Test Score Latest SAT: Relevant Words In Context Subscore Latest SAT: Command Of Evidence Subscore Latest SAT: Expression Of Ideas Subscore Latest SAT: Standard English Conventions Subscore Latest SAT: Heart Of Algebra Subscore Latest SAT: Passport To Advanced Mathematics Subscore Latest SAT: Problem Solving And Data Analysis Subscore Latest SAT: Essay Reading Subscore Latest SAT: Essay Analysis Subscore Latest SAT: Essay Writing Subscore Date of Report Filler </p>	<p>College Board</p>
--	----------------------

Advanced Placement Exams	
<p>AP Number Last Name First Name Middle Initial Student Street Address 1 Student Street Address 2 Student Street Address 3 Student State Student Zip Code Sex Date of Birth School ID Education Level Best Language Admin Year [N] (where 'n' represents the number of occurrences) Exam Code [N](where 'n' represents the number of occurrences) Exam Grade [N] (where 'n' represents the number of occurrences) Date of Last Student Update Date on which the student's record was last updated. Date of this report Date this report was generated. Student Information Continued Student Identifier A unique number or alpha code assigned to the student by the school, school system, state, or other entity. Race Ethnicity Student Response Derived Aggregate Race Ethnicity</p>	<p>Data is pulled for each exam taken by a student in the specified school. Data is used to match up students if no crosswalk exists from the student id.</p> <p>https://apcentral.collegeboard.org/pdf/ap-student-datafile-format-2017.pdf</p>
TSI / Accuplacer Scores	
<p>Last Name First Name Date of Birth Student ID Date of Exam Arithmetic Score College-Level Math Score Elementary Algebra Score Reading Comprehension Score Sentence Skills Score</p>	<p>Data is sourced directly from the College Board Accuplacer system.</p> <p>Field names may differ slightly as no official field name list is available publicly.</p>
ACT Test	

<p>ACT ID Last Name First Name Middle Initial Address City State (Alpha) Zip Phone Type Phone Number Expanded Date of Birth State Assigned Student ID Number High School Code Expanded Test Date Combined English/Writing (EW) Score Writing Subscore English Scale Score Mathematics Scale Score Reading Scale Score Science Scale Score Composite Scale Score Production of Writing Readiness Range Knowledge of Language Readiness Range Conventions of Standard English Readiness Range Preparing for Higher Math Readiness Range Number & Quantity Readiness Range Algebra Readiness Range Functions Readiness Range Geometry Readiness Range Statistics & Probability Readiness Range Integrating Essential Skills Readiness Range Modeling Readiness Range Key Ideas & Details Readiness Range Craft & Structure Readiness Range Integration of Knowledge & Ideas Readiness Range</p>	<p>Data is sourced through electronic transfer from either District or directly from ACT</p>
National Student Clearinghouse	
<p>Your Unique Identifier High School Code High School Graduation Date Last Name First Name</p>	<p>Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.</p>

Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code	
Student Roster	
Your Unique Identifier High School Code High School Graduation Date Last Name First Name Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code	Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.

Additional Data Fields

Specific data fields to be accessed for additional programs supported by FWC2C:

- DISTRICT ID NUMBER
- TEA CAMPUS ID
- SCHOOL NAME
- SCHOOL LOCATION HISTORY

- GRADE LEVEL
- PRE-K STATUS (full day or half day)
- ETHNICITY
- SEX CODE
- SPED STATUS
- LEP INDICATOR CODE
- ESL PROGRAM CODE
- BILINGUAL PROGRAM TYPE CODE
- GIFTED/TALENTED INDICATOR CODE
- STUDENT HOME LANGUAGE
- ECONOMIC DISADVANTAGE CODE
- AT-RISK STATUS
- STUDENT RESIDENCE ZIP CODE
- STUDENT COUNTRY OF BIRTH
- RETENTION STATUS
- DAILY ATTENDANCE DATA
- TARDIES
- DISTRICT ENTRY DATE
- DISTRICT WITHDRAWAL DATE
- Leveled Reading ASSESSMENT DATA
- Leveled Reading USE DATA
- ASSESSMENT RESULTS (both raw scores and percent passing for STAAR and District specific assessments, including but not limited to: Ready Step, PSAT, SAT, AP, ITBS, TSI, STAR, Achieve 3000, CLI Engage, TX-KEA, NWEA MAP, etc.)
- Discipline Records

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

TOPIC: APPROVE SUBMISSION OF ALLOTMENT AND TEXAS ESSENTIAL KNOWLEDGE AND SKILLS CERTIFICATION

BACKGROUND:

School districts and charter schools are required to certify annually the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS).

Districts and charters must submit certifications to receive access on ordering 2021 – 2022 instructional materials through the Educational Materials Ordering System (EMAT). Any district that submits a form prior to May 7, 2021, will be able to order from EMAT when it opens on May 10, 2021, for the 2021- 2022 school year. The certification must be approved by the School Board prior to submission.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Submission of Allotment and Texas Essential Knowledge and Skills Certification
2. Decline to Approve Submission of Allotment and Texas Essential Knowledge and Skills Certification
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Submission of Allotment and Texas Essential Knowledge and Skills Certification

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

District-Wide

RATIONALE:

Board approval of the TEKS Certification will allow the District to purchase instructional materials in a timely manner.

INFORMATION SOURCE:

Jerry Moore

2021-22 Allotment and TEKS Certification Form

NOTE: This template is for planning purposes only and will not be submitted to the Texas Education Agency. Please submit your responses using this [form](https://app.smartsheet.com/b/form/b15755712b724621a1ae5c78c80e214c) (<https://app.smartsheet.com/b/form/b15755712b724621a1ae5c78c80e214c>).

First and Last Name: James Stephens

E-mail: james.stephens@fwisd.org

District Name: Fort Worth ISD

County District Number: 220905

Which product(s) do you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22? List all that apply. Options for each grade band are listed in the Appendices at the end of this document. If the option you wish to put down is not on the list, record the product your district does use.

- I. Certification of Math Instructional Materials (See Appendix A for instructional materials options)

Grades K-5: Stepping Stones Origo, Stepping Stones Spanish-Origo

Grades 6-8: TX Math-McGraw Hill

Grades 9-12: HMH Alg 1, Alg 2, Geom-Houghton Mifflin Harcourt, Alg 1, Alg 2, Geom, PreCal-SpringBoard College Board

- II. Certification of RLA Instructional Materials (See Appendix B for instructional materials options)

Grades K-2: TX myView Literacy, TX miVision Lectura-Savvas Learning

Grades 3-5: TX myView Literacy, TX miVision Lectura-Savvas Learning

Grades 6-8: myPerspectives TX ELA-Savvas Learning

Grades 9-12: StudySync-McGraw-Hill, Reading-ThinkCerca, AP Literature, AP Language, AP Capstone-Bedford Freeman & Worth

- III. Certification of Science Instructional Materials (See Appendix C for instructional materials options)

Grades K-5: STEMscopes 2.0-Accelerate Learning

Grades 6-8: HMH ScienceFusion TX, Houghton Mifflin Harcourt

Grades 9-12: IPC, Chemistry Matter & Change, Biology-McGraw Hill, Physics-HMH,

- IV. Certification of Social Studies Instructional Materials (See Appendix D for instructional materials options)

Grades K-5: my World TX, mi Mundo TX Social Studies-Savvas Learning

Grades 6-8: World Cultures & Geography-Cengage Learning, TX US History-HMH, TX History-HMH

Grades 9-12: World Geography, World History, US History Since 1877, US Government, Economics-All McGraw Hill

What is your district's approach to covering 100% of the standards? Please respond with one of the options listed below.

1. *Other (if other, please type out response)*
2. *Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence*
3. *Adopt TEKS Resource System (TRS) and align locally developed materials to TRS scope and sequence*
4. *Adopt a locally developed curriculum and align purchased materials to district developed scope and sequence*
5. *Adopt a locally developed curriculum and create locally developed supporting materials*
6. *Adopt a curriculum product and follow scope and sequence as designed in the product*

I. Certification of Math Instructional Materials

4

II. Certification of RLA Instructional Materials

4

III. Certification of Science Instructional Materials

4

IV. Certification of Social Studies Instructional Materials

4

What implementation approach does your district take with the instructional materials listed above? Please respond with one of the options listed below.

1. *All school leaders required to implement district's approach*
2. *School leaders have flexibility to select different materials*
3. *Other (if other, please type out response)*

I. Certification of Math Instructional Materials

1

II. Certification of RLA Instructional Materials

1

III. Certification of Science Instructional Materials

1

IV. Certification of Social Studies Instructional Materials

1

Signature of Superintendent

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

Appendix A- Math Instructional Materials

Grades K-5 Math Instructional Materials

Other (if other, please type out response)
TEKS Resource System (TRS)
Locally developed materials
enVisionMATH Texas 2.0 (Savvas Learning Company LLC formerly Pearson K12 Learning)
enVisionMATH Texas 2.0 en español (Savvas Learning Company LLC formerly Pearson K12 Learning)
Pearson Math and Science STEM (Savvas Learning Company LLC formerly Pearson K12 Learning)
Houghton Mifflin Harcourt Texas GO Math! (Houghton Mifflin Harcourt Depository)
HMH Texas GO Math! Spanish (Houghton Mifflin Harcourt Depository)
Creative Mathematics Curriculum with STEM (TPS Publishing, Inc.)
Stepping Stones (Origo Education Inc.)
Stepping Stones Spanish (Origo Education Inc.)
Eureka Math TEKS Edition (Texas Home Learning)

Grades 6-8 Math Instructional Materials

Other (if other, please type out response)
Carnegie Learning Texas Math Solutions (Texas Home Learning)
Locally developed materials
TEKS Resource System (TRS)
Texas STEM (McGraw-Hill School Division)
Texas Math (McGraw-Hill School Division)
Transitional Bundle Texas Math (McGraw-Hill School Division(Contract Vendor))
digits, Texas Edition (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH Texas Go Math (Houghton Mifflin Harcourt Depository)
SpringBoard Mathematics (The College Board)
Carnegie Learning Texas Middle School Math Series
Creative Mathematics Curriculum with STEM, Literacy and Arts (TPS Publishing Inc.)
Math Explorations (Texas State University)
Edusmart Math Texas

Grades 9-12 Math Instructional Materials

Other (if other, please type out response)
TEKS Resource System (TRS)
Locally developed materials
Carnegie Learning Texas Math Solutions (Texas Home Learning)
Texas Algebra 1 (School Education Group, a division of The McGraw-Hill Companies, Inc.)
TEXAS Algebra 2 (School Education Group, a division of The McGraw-Hill Companies, Inc.)
Geometry (School Education Group, a division of The McGraw-Hill Companies, Inc.)
Texas Precalculus (School Education Group, a division of The McGraw-Hill Companies, Inc.)
Pearson Texas Alg I (Savvas Learning Company LLC formerly Pearson K12 Learning)
Pearson Texas Alg II (Savvas Learning Company LLC formerly Pearson K12 Learning)
Pearson Texas Geometry (Savvas Learning Company LLC formerly Pearson K12 Learning)
MyMathLab Precalculus EGU TX Ed (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH Algebra 1 Texas (Houghton Mifflin Harcourt Depository)
HMH Algebra 2 Texas (Houghton Mifflin Harcourt Depository)
HMH Geometry Texas (Houghton Mifflin Harcourt Depository)
SpringBoard® Mathematics, Algebra 1 (The College Board)
SpringBoard® Mathematics, Algebra 2 (The College Board)
SpringBoard® Mathematics, Geometry (The College Board)
SpringBoard® Mathematics, Precalculus (The College Board)
Big Ideas Math Algebra 1 TX (Big Ideas Learning, LLC)
Big Ideas Math Algebra 2 TX (Big Ideas Learning, LLC)
Big Ideas Math Geometry Texas (Big Ideas Learning, LLC)

2021-22 Allotment and TEKS Certification TEMPLATE

Algebra 2 (CORD Communications)
Texas Algebra I (Carnegie Learning, Inc.)
Texas Algebra II (Carnegie Learning, Inc.)
Texas Geometry (Carnegie Learning, Inc.)
Agile Mind Algebra I-Texas Edition (Agile Mind Educational Holdings Inc.)
Agile Mind Algebra 2- Texas Edition (Agile Mind Educational Holdings Inc.)
Agile Mind Geometry - Texas Edition (Agile Mind Educational Holdings Inc.)
Agile Mind PreCalculus-Texas Edition (Agile Mind Educational Holdings Inc.)
Sapling Learning Alg I (Bedford, Freeman and Worth Publishing Group (formerly Sapling Learning))
Sapling Learning Alg II (Bedford, Freeman and Worth Publishing Group (formerly Sapling Learning))
Sapling Learning Geometry (Bedford, Freeman and Worth Publishing Group (formerly Sapling Learning))
Precalculus + Limits, Texas Edition (Cengage Learning Inc/Brooks/Cole (formerly Thomson Learning/Brooks-Cole))
Precalculus with Trigonometry (Kendall/Hunt Publishing Company)

Appendix B- Reading Language Arts Instructional Materials

Grades K-2 Reading Language Arts Instructional Materials

Other (if other, please type out response)

TEKS Resource System (TRS)

Locally developed materials

Amplify Texas Elementary Literacy Program (Texas Home Learning)

Lectoescritura en Espanol, Amplify Texas (Texas Home Learning)

Wonders (McGraw-Hill School Division(Contract Vendor))

Maravillas ((McGraw-Hill School Division(Contract Vendor))

Texas myView Literacy (Savvas Learning Company LLC formerly Pearson K12 Learning)

Texas miVisión Lectura (Savvas Learning Company LLC formerly Pearson K12 Learning)

HMH Into Reading Texas Reading & Writing Workshop (Houghton Mifflin Harcourt Depository)

HMH ¡Arriba la Lectura! Texas Reading & Writing Workshop (Houghton Mifflin Harcourt Depository)

Raz-Plus ELL Texas Edition (Learning A-Z, LLC)

Collaborative Literacy (Center for the Collaborative Classroom)

Istation Reading (Imagination Station Inc / istation)

Istation Reading en Espanol (Imagination Station Inc / istation)

Grades 3-5 Reading Language Arts Instructional Materials

Other (if other, please type out response)

TEKS Resource System (TRS)

Locally developed materials

Elementary Literacy Program, Amplify Texas (Texas Home Learning)

Lectoescritura en Espanol, Amplify Texas (Texas Home Learning)

Wonders (McGraw-Hill School Division(Contract Vendor))

Maravillas (McGraw-Hill School Division(Contract Vendor))

Texas myView Literacy (Savvas Learning Company LLC formerly Pearson K12 Learning)

Texas miVisión Lectura (Savvas Learning Company LLC formerly Pearson K12 Learning)

HMH Into Reading Texas Reading & Writing Workshop (Houghton Mifflin Harcourt Depository)

HMH ¡Arriba la Lectura! Texas Reading & Writing Workshop (Houghton Mifflin Harcourt Depository)

Raz-Plus ELL Texas Edition (Learning A-Z, LLC)

Collaborative Literacy (Center for the Collaborative Classroom)

Istation Reading (Imagination Station Inc / istation)

Istation Reading en Espanol (Imagination Station Inc / istation)

Grades 6-8 Reading Language Arts Instructional Materials

Other (if other, please type out response)

TEKS Resource Systems (TRS)

Locally developed materials

Amplify ELAR Texas (Texas Home Learning)

HMH Into Literature (Houghton Mifflin Harcourt Depository)

ThinkCERCA, Texas Edition (ThinkCERCA)

StudySync (McGraw-Hill School Division(Contract Vendor))

myPerspectives Texas English Language Arts (Savvas Learning Company LLC formerly Pearson K12 Learning)

SpringBoard, English Language Arts (The College Board)

Texas Connections (Perfection Learning Corporation)

Mirrors & Windows: Connecting with Literature (Carnegie Learning, Inc. dba EMC Publishing LLC)

Istation Reading (Imagination Station Inc / istation)

Texas English Language Arts (Strong Mind)

Grades 9-12 Reading Language Arts Instructional Materials

Other (if other, please type out response)

TEKS Resource System (TRS)

Locally Developed Materials

Odell Texas High School Literacy Program (Texas Home Learning)

StudySync (McGraw-Hill School Division(Contract Vendor)

HMH Into Literature Texas

Foundations of Language and Literature (Bedford, Freeman & Worth Publishing Group)

myPerspectives Texas English Language Arts (Savvas Learning Company LLC formerly Pearson K12 Learning)

SpringBoard, English Language Arts (The College Board)

Mirrors & Windows: Connecting with Literature TX Passport Digital Program (Carnegie Learning, Inc. dba EMC Publishing LLC)

Texas Connections (Perfection Learning Corporation)

ELA 9: Introduction to Literature (Eng I) (Shmoop University, Inc.)

Advanced Language and Literature (Bedford, Freeman & Worth Publishing Group)

Texas English Language Arts II (Strong Mind)

ELA 10: World Literature (Eng II) (Shmoop University, Inc.)

College-Ready Writing Essentials, Texas Edition (BetterRhetor Resources LLC)

Texas English Language Arts III (Strong Mind)

ELA 11: American Literature (Eng III) (Shmoop University, Inc.)

Texas English Language Arts IV (Strong Mind)

ELA 12: British Literature (Eng IV) (Shmoop University, Inc.)

Appendix C- Science Instructional Materials

Grades K-5 Science Instructional Materials

Other (if other, please type out response)
TEKS Resource Systems (TRS)
Locally developed materials
PhD Science TEKS Edition (Great Minds, Texas Home Learning)
Texas Interactive Science (Savvas Learning Company LLC formerly Pearson K12 Learning)
Texas Interactive Science en español (Savvas Learning Company LLC formerly Pearson K12 Learning)
Pearson Math and Science STEM (Savvas Learning Company LLC formerly Pearson K12 Learning)
Pearson Math and Science STEM, Spanish (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH ScienceFusion Texas (Houghton Mifflin Harcourt Depository)
HMH ScienceFusion Texas Spanish (Houghton Mifflin Harcourt Depository)
Houghton Mifflin Harcourt Texas GO Math! STEM
Core Science Curriculum and STEM Kit (Knowing Science LLC)
FOSS (Full Option Science System), Texas Edition (Delta Education LLC)
FOSS (Full Option Science System), Texas Edition, Spanish (Delta Education LLC)
Discovery Education Science Techbook (Discovery Education Inc)
STEMscopes 2.0 (Accelerate Learning Inc.)
Creative Science Curriculum with STEM, Literacy and Art (TPS Publishing, Inc.)
SciTEX Living with Science (Technical Laboratory Systems)
Edusmart Texas Science (Edusmart)
Edusmart Texas Science, Spanish (Edusmart)
AC Science Texas (Adaptive Curriculum)
Zingy Science Texas 3-5 (Zingy Learning)
Zingy Science Texas 3-5 Spanish (Zingy Learning)

Grades 6-8 Science Instructional Materials

Other (if other, please type out response)
TEKS Resource Systems (TRS)
Locally developed materials
iScience Texas (McGraw-Hill School Division(Contract Vendor))
Texas Interactive Science (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH ScienceFusion Texas (Houghton Mifflin Harcourt Depository)
Zingy Science Texas 6-8 (Zingy Learning)
ExploreLearning Science Gizmos (ExploreLearning / LAZEL Inc)
SEPUP Science, Texas Edition (LAB AIDS Inc.)
CPO Science Texas Science (Delta Education LLC DBA CPO Science)
Discovery Education Science Techbook (Discovery Education Inc)
STEMscopes 2.0 (Accelerate Learning Inc.)
Creative Science Curriculum with STEM, Literacy and Arts (TPS Publishing, Inc.)
SciTEX Living with Science (Technical Laboratory Systems)
Texas eScience3000 (Achieve3000)
AC Science Texas (Adaptive Curriculum)
Edusmart Texas Science (Edusmart)

Grades 9-12 Science Instructional Materials

Other (if other, please type out response)
TEKS Resource System (TRS)
Locally developed materials

2021-22 Allotment and TEKS Certification TEMPLATE

HIGH SCHOOL SCIENCE TEXAS (McGraw-Hill School Division(Contract Vendor))
Integrated Physics & Chemistry Texas (McGraw-Hill School Division(Contract Vendor))
ExploreLearning Science Gizmos (ExploreLearning / LAZEL Inc)
SciTEX Living with Science (Technical Laboratory Systems)
AC Science Texas Integrated Physics and Chemistry (Adaptive Curriculum)
BIOLOGY TEXAS (McGraw-Hill School Division(Contract Vendor))
Pearson Biology, Texas Edition (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH Texas Biology
Biology Science Starters (Scientific Minds, LLC)
Agile Mind Biology (Agile Mind Educational Holdings Inc.)
SEPUP Science and Global Issues - Biology Units (Ecology, Cell Biology, Genetics and Evolution) (LAB AIDS Inc.)
SEPUP Science and Global Issues - Biology (LAB AIDS Inc.)
Discovery Education Science Techbook - Biology
STEMscopes 2.0, Biology (Accelerate Learning Inc.)
SciTEX Living with Science (Technical Laboratory Systems)
Sapling Learning Dynamic Biology for High School (Bedford, Freeman and Worth Publishing Group (formerly Sapling Learning))
AC Science Texas Biology (Adaptive Curriculum)
Edusmart Science Texas Biology (Edusmart)
CHEMISTRY MATTER & CHANGE TEXAS (McGraw-Hill School Division(Contract Vendor))
Pearson Chemistry, Texas Edition (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH Texas Modern Chemistry (Houghton Mifflin Harcourt Depository)
Chemistry Science Starters (Scientific Minds, LLC)
Texas World of Chemistry Classroom Solution (Cengage Learning Inc)
Chemistry in the Community, 6th Edition (Bedford, Freeman & Worth Publishing Group)
Living by Chemistry (Bedford, Freeman & Worth Publishing Group)
LAB-AIDS A Natural Approach to Chemistry Texas Edition
Discovery Education Science Techbook - Chemistry (Discovery Education Inc)
STEMscopes, 2.0 Chemistry (Accelerate Learning Inc.)
PHYSICS PRINCIPLES & PROBLEMS TEXAS (McGraw-Hill School Division(Contract Vendor))
Houghton Mifflin Harcourt Texas Physics
Kinetic First-Person Physics (Perfection Learning Corporation)
Discovery Education Science Techbook - Physics (Discovery Education Inc)
STEMscopes 2.0, Physics (Accelerate Learning Inc.)
Essential Physics (PASCO SCIENTIFIC)
Sapling Learning Dynamic Physics for High School - Texas Edition (Bedford, Freeman and Worth Publishing Group (formerly Sapling Learning))
AC Science Texas Physics (Adaptive Curriculum)

Appendix D- Social Studies Instructional Materials

Grades K-5 Social Studies Instructional Materials

Other (if other, please type out response)

TEKS Resource Systems (TRS)

Locally developed materials

Texas Studies Weekly (Studies Weekly, Inc.)

Texas Studies Weekly -Spanish (Studies Weekly, Inc.)

TX myWorld SS Here We Are (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Here We Are en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Making Our Way (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Making Our Way en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS We Explore People and Places (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS We Explore People and Places en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Building Our Communities (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Building Our Communities en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS We Are Texas (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS We Are Texas en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Building Our Nation (Savvas Learning Company LLC formerly Pearson K12 Learning)

TX myWorld SS Bldg Our Nation en español (Savvas Learning Company LLC formerly Pearson K12 Learning)

USA Studies Weekly - 1565 to the Present (Studies Weekly, Inc.)

USA Studies Weekly - 1565 to the Present, Spanish (Studies Weekly, Inc.)

Social Studies School Service / Nystrom Education Texas Bundles

Texas Community Studies Weekly - History & Heroes (Studies Weekly, Inc.)

Grades 6-8 Social Studies Instructional Materials

Other (if other, please type out response)

TEKS Resource System (TRS)

Locally developed materials

TX World Cul & Geo (School Education Group, a division of The McGraw-Hill Companies, Inc.)

Texas Contemporary World Cultures (Savvas Learning Company LLC formerly Pearson K12 Learning)

HMH Contemporary World Studies Texas (Houghton Mifflin Harcourt Depository)

World Cultures and Geography (Cengage Learning, Inc./National Geographic Learning)

Active Classroom: Glob. Studies/Geog (Social Studies School Service / Nystrom Education)

World Geography and Cultures (Discovery Education Inc)

TX History (School Education Group, a division of The McGraw-Hill Companies, Inc.)

TX History (Savvas Learning Company LLC formerly Pearson K12 Learning)

HMH Texas History

TX US Hist to 1877 (School Education Group, a division of The McGraw-Hill Companies, Inc.)

Texas History: Colonization through Reconstruction (Savvas Learning Company LLC formerly Pearson K12 Learning)

HMH US History Texas (Houghton Mifflin Harcourt Depository)

Active Classroom U.S. History (Social Studies School Service / Nystrom Education)

US History (Prehistory - Reconstruction) (Discovery Education Inc)

Grades 9-12 Social Studies Instructional Materials

Other (if other, please type out response)

TEKS Resource System (TRS)

2021-22 Allotment and TEKS Certification TEMPLATE

Locally Developed Materials

Texas World Geography (School Education Group, a division of The McGraw-Hill Companies, Inc.)
HMH World Geography Texas (Houghton Mifflin Harcourt Depository)
HMH Geography TX (Houghton Mifflin Harcourt Depository)
Active Classroom: Glob/Geo Strat Bndl (Social Studies School Service / Nystrom Education)
US History since 1877 (School Education Group, a division of The McGraw-Hill Companies, Inc.)
TX US Hist: 1877-Present (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH The Americans (Houghton Mifflin Harcourt Depository)
Active Classroom U.S. History (Social Studies School Service / Nystrom Education)
United States History (Civil War - Present) (Discovery Education Inc)
TX World History (School Education Group, a division of The McGraw-Hill Companies, Inc.)
TX World History (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH World History Texas (Houghton Mifflin Harcourt Depository)
Active Classroom World History (Social Studies School Service / Nystrom Education)
US Govt Student Bundle (School Education Group, a division of The McGraw-Hill Companies, Inc.)
TX Magruder's Am Govt (Savvas Learning Company LLC formerly Pearson K12 Learning)
Basic Principles of American Government (Perfection Learning Corporation)
Active Classroom: Government/Civics (Social Studies School Service / Nystrom Education)
U.S. Government: An Interactive Approach (WorldView Software)
Texas Economics (School Education Group, a division of The McGraw-Hill Companies, Inc.)
TX Economics (Savvas Learning Company LLC formerly Pearson K12 Learning)
HMH/HMD Economics: Concepts and Choices (Houghton Mifflin Harcourt Depository)
Economics for Everybody (Perfection Learning Corporation)
Economics: New Ways of Thinking (Carnegie Learning, Inc. dba EMC Publishing LLC)
Economics + Emphasis on the Free Enterprise (Cengage Learning Inc/South-Western (formerly Thomson Learning/South-Western))
Economics: An Interactive Approach (WorldView Software)

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: **APPROVE LONE STAR GOVERNANCE QUARTERLY BOARD
PROGRESS TRACKER**

BACKGROUND:

The purpose of Lone Star Governance (LSG) is to provide coaching and support, through a continuous improvement framework, for school governing teams (Boards in collaboration with their Superintendents) that choose and commit to intensively focus on the objective to improve student outcomes. The Board will self-evaluate its performance every three months on research-based governance behaviors utilizing the Quarterly Progress Tracker, a tool used to monitor the progress of Board self-evaluation scores using the LSG Integrity Instrument.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Lone Star Governance Quarterly Report Progress Tracker
2. Decline to Approve Lone Star Governance Quarterly Report Progress Tracker
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Lone Star Governance Quarterly Report Progress Tracker

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board

RATIONALE:

Approval of the Quarterly Board Progress Tracker will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework and will ensure governance behaviors are on target to improve student outcomes. The tracker supports the underlying belief that leadership matters and leaders' choices have the power to be transformative in the lives of our students.

INFORMATION SOURCE:

Fort Worth ISD Board of Trustees
Kent Scribner
Karen Molinar

QUARTERLY PROGRESS TRACKER						
School Board: Fort Worth ISD				Date: 03/23/2021		Quarter: 2
Framework	Three Quarters Ago	Two Quarters Ago	One Quarter Ago	Current Quarter	Next Quarter	Total Possible Points
Vision 1		0	12	12	15	15
Vision 2		0	4	12	15	15
Vision 3		0	3	3	9	10
Vision 4		0	4	4	5	5
Accountability 1		0	12	12	15	15
Accountability 2		2	2	2	4	5
Structure		0	4	12	15	15
Advocacy		3	1	1	3	10
Unity		3	9	9	10	10
TOTAL SCORE	0	8	51	67	91	100

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate			
Board Member Signatures:	% Student Outcome Minutes	Vote Count For	Vote Count Against
		47%	

EVALUATION NOTES

The Standard of evidence for items where board action is required will be the minutes of the meeting during which the Board voted to take the described action. Where an opinion of the Board is required, a resolution or vote passed by the Board will meet the standard of evidence. Any Board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the Board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

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

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
MARCH 31, 2021**

BACKGROUND:

The 2020-2021 Consolidated General Fund Budget was initially adopted on June 23, 2020, and last amended through the period ended February 28, 2021. During the month of March 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. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended March 31, 2021
2. Decline to Approve Budget Amendment for the Period Ended March 31, 2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended March 31, 2021

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Michael Ball

**Consolidated General Fund
Budget Amendments 2020-2021
For The Period Ended
March 31, 2021**

	Consolidated General Fund 2020-2021 Amended Budget 2/28/2021	Adjustments	Consolidated General Fund 2020-2021 Amended Budget 3/31/2021
<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	\$488,387,990	\$86,473	\$488,474,463
12 Instruction Resources and Media Services	\$12,289,108	(\$18,459)	\$12,270,649
13 Curriculum and Instructional Staff Development	\$11,947,255	(\$8,807)	\$11,938,448
21 Instructional Administration	\$15,385,161	\$32,670	\$15,417,831
23 School Administration	\$53,362,335	\$10,420	\$53,372,755
31 Guidance and Counseling Services	\$45,985,359	(\$4,061)	\$45,981,298
32 Social Work Services	\$5,820,758	(\$3,691)	\$5,817,067
33 Health Services	\$11,881,636	(\$240,848)	\$11,640,788
34 Student Transportation	\$22,458,517	\$69,550	\$22,528,067
35 Food Services	\$1,358,394	(\$7,625)	\$1,350,769
36 Cocurricular/Extracurricular Activities	\$16,030,134	(\$194,541)	\$15,835,593
41 General Administration	\$20,785,106	\$28,047	\$20,813,153
51 Plant Maintenance and Operations	\$90,354,826	\$319,942	\$90,674,768
52 Security and Monitoring Services	\$14,642,066	(\$162,640)	\$14,479,426
53 Data Processing Services	\$16,331,843	\$87,019	\$16,418,862
61 Community Services	\$4,408,502	\$5,365	\$4,413,867
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$8,919,006	\$1,186	\$8,920,192
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	\$0	\$843,210,883
Total Deficit	(\$59,422,836)	\$0	(\$59,422,836)
Beginning Fund Balance (Audited)	205,978,944		205,978,944
Fund Balance-Ending (Unaudited)	\$146,556,108		\$146,556,108

		March 31, 2021 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
	Total	0	0	0
Function	Expenses			
11	Fund 199-transfer to function 11 to provide additional budget for instructional needs.	194,541		
	Fund 198-transfer to function 53 for Firewall licensing renewal payment.		84,430	
	Campus/Dept. normal course of District operations		23,638	
	Overall effect on Function 11	194,541	108,068	86,473
12	Campus/Dept. normal course of District operations		18,459	
	Overall effect on Function 12	0	18,459	(18,459)
13	Campus/Dept. normal course of District operations		8,807	
	Overall effect on Function 13	0	8,807	(8,807)
21	Campus/Dept. normal course of District operations	32,670		
	Overall effect on Function 21	32,670	0	32,670
23	Campus/Dept. normal course of District operations	10,420		
	Overall effect on Function 23	10,420	0	10,420
31	Campus/Dept. normal course of District operations		4,061	
	Overall effect on Function 31	0	4,061	(4,061)
32	Campus/Dept. normal course of District operations		3,691	
	Overall effect on Function 32	0	3,691	(3,691)
33	Fund 199-transfer to function 51 to fund purchases to replace equipment destroyed during snow storm		240,848	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 33	0	240,848	(240,848)
34	Fund 199-transfer from function 81 to provide budget for bus supplies/materials and rentals.	50,859		
	Campus/Dept. normal course of District operations	18,691		
	Overall effect on Function 34	69,550	0	69,550
35	Campus/Dept. normal course of District operations		7,625	
	Overall effect on Function 35	0	7,625	(7,625)
36	Fund 199-transfer to function 11 to provide additional budget for instructional needs.		194,541	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 36	0	194,541	(194,541)
41	Campus/Dept. normal course of District operations	28,047		
	Overall effect on Function 41	28,047	0	28,047
51	Fund 199-transfer from function 33 to fund purchases to replace equipment destroyed during snow storm	152,932		
	Fund 199-transfer from function 52 to fund payment for property taxes	167,010		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 51	319,942	0	319,942
52	Fund 199-transfer to function 51 to fund payment for property taxes		167,010	
	Campus/Dept. normal course of District operations	4,370		
	Overall effect on Function 52	4,370	167,010	(162,640)
53	Fund 198-transfer from function 11 for Firewall licensing renewal payment.	84,430		
	Campus/Dept. normal course of District operations	2,589		
	Overall effect on Function 53	87,019	0	87,019
61	Campus/Dept. normal course of District operations	5,365		
	Overall effect on Function 61	5,365	0	5,365
81	Campus/Dept. normal course of District operations	1,186		
	Overall effect on Function 81	1,186	0	1,186
	Total	753,110	753,110	0

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

TOPIC: APPROVE REQUEST FOR CARRYOVER OF UNUSED 2020-2021 LEADERSHIP ACADEMY NETWORK BUDGETED FUNDS INTO THE 2021-2022 FISCAL YEAR

BACKGROUND:

In March of 2021, the Texas Education Agency (TEA) announced that districts would be provided with hold harmless funds for the 2020-2021 fiscal year. Section 12.02 of the performance contract with Texas Wesleyan University (TXWES) and Fort Worth ISD provides that “annual budget allocations are approved for one fiscal year.” That same paragraph provides an exception in which the District’s Board of Trustees may authorize a carryover. The uncertainty surrounding the timing of the state’s decision to provide hold harmless funding created difficulty in planning on how to best fund needed services for students.

TXWES personnel are requesting a carryover of a portion of the budget allocations for the Leadership Academy Network (LAN) that are projected to be unspent at the end of the current fiscal year. At present, the projected amount of unused budget allocations is expected to be approximately \$1.9 million. The TXWES personnel propose to carryover a portion of these budget allocations to the 2021-2022 fiscal year for the following purposes.

Amount	Purpose
\$100,000	Reading Partners; mentor program and additional tutoring
\$200,000	STEMSCOPE; math curriculum to accelerate learning loss from COVID
\$150,000	Summer Learning and Enrichment Program
\$350,000	Creation of 5 Intervention Specialists; to support students, teachers and families in the area of Social Emotional Learning (SEL)
\$800,000	Total Requested Carryover to 2021-2022 Fiscal year

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Request for Carryover of Unused 2020-2021 Leadership Academy Network Budgeted Funds into the 2021-2022 Fiscal Year
2. Decline to Approve Request for Carryover of Unused 2020-2021 Leadership Academy Network Budgeted Funds into the 2021-2022 Fiscal Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Request for Carryover of Unused 2020-2021 Leadership Academy Network Budgeted Funds into the 2021-2022 Fiscal Year

FUNDING SOURCE

Additional Details

General Fund

Various Accounts

COST:

\$800,000 in unspent allocations carried over into the 2021-2022 budget year.

VENDOR:

Not applicable

PURCHASING MECHANISM

Not a Purchase

PARTICIPATING SCHOOL/DEPARTMENTS

Office of Innovation
Business and Finance
Grants and Development
Leadership Academy Network

RATIONALE:

Working in collaboration with the Office of Innovation, Business and Finance, and Grants and Development, the Leadership Academy Network reviewed the LAN 2020-2021 Budget. It was determined that the timing of the state’s decision to provide hold harmless funds to Texas school districts, resulted in a short planning window for the LAN to effectively utilize all of these funds in the current fiscal year. Working in collaboration, partnership, and good faith with both parties, it was agreed that Fort Worth ISD and LAN would jointly propose a plan for the use of a portion of these funds.

INFORMATION SOURCE:

David Saenz
Michael Ball

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

TOPIC: CONSIDER AND APPROVE AN ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2021A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

BACKGROUND:

On November 7, 2017, the voters of Fort Worth ISD approved the issuance of \$749,735,000 (the “2017 Authorization Amount”) in school bonds for the purpose of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements.

The District has issued the following bonds under the authority of the 2017 Bond Election for the purposes stated in the ballot proposition:

Bond Description	Deposit to Construction Fund
Unlimited Tax School Building Bonds, Series 2018	\$185,375,000
Unlimited Tax School Building Bonds, Series 2019A	\$150,000,000
Unlimited Tax School Building Bonds, Series 2020	\$140,000,000

In order to provide for adequate cash flows to fund the ongoing construction of voter authorized projects, the Administration has identified the need to issue additional bonds in the amount of \$274,360,000 that would provide cash flows to continue funding voter authorized projects. Such an issuance could be accomplished by the adoption of an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2021A” in one or more series; levying a continuing direct annual ad valorem tax for the payment of such bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such bonds, including establishing procedures and delegating matters to authorized district officials. Current projections indicate that this bond issuance can be accomplished with no increase to the District’s Interest and Sinking Fund tax rate.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Consider and Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2021A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials
2. Decline to Consider and Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2021A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Consider and Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2021A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials

FUNDING SOURCE

Additional Details

Debt Service Fund

Repayment of bond principal and interest is accomplished through the District Interest and Sinking Fund Tax Rate which is not expected to increase as a result of this transaction.

COST:

Estimated Transaction Costs such as Underwriters’ Discount, Bond Counsel, Disclosure Counsel, Financial Advisors, and other transaction costs to be financed and are expected to be in the range of 0.80 % of the principal amount issued.

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:

Issuance of Bonds is authorized pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 7, 2017. That election was approved by a majority of the participating voters of the Fort Worth Independent School District. The issuance of bonds is needed to provide cash flows for the continued progress of projects approved by the voters.

INFORMATION SOURCE:

Michael Ball

AN ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2021A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

April 27, 2021

TABLE OF CONTENTS

Section 1.	Authorization; Series Designation; Principal Amount; Purpose; Bond Date	1
Section 2.	Fully Registered Interest Paying Obligations; Terms	2
Section 3.	Delegation of Sale of Bonds	2
Section 4.	Terms of Payment - Paying Agent/Registrar	3
Section 5.	Registration; Transfer; Exchange of Bonds; Predecessor Bonds.....	4
Section 6.	Book Entry Only Transfers and Transactions.....	5
Section 7.	Execution; Registration.....	6
Section 8.	Initial Bond	6
Section 9.	Forms	6
Section 10.	Levy of Taxes	7
Section 11.	Mutilated, Destroyed, Lost and Stolen Bonds	8
Section 12.	Satisfaction of Obligation of District; Defeasance	8
Section 13.	Order a Contract; Amendments; Outstanding Bonds	9
Section 14.	Covenants to Maintain Tax-Exempt Status	10
Section 15.	Sale of Bonds: Purchase Contract and Official Statement Approval.....	13
Section 16.	Control and Custody of Bonds.....	13
Section 17.	Proceeds of Sale.....	13
Section 18.	Notices to Holders - Waiver	14
Section 19.	Cancellation	14
Section 20.	Co-Bond Counsel Opinion.....	14
Section 21.	CUSIP Numbers	14
Section 22.	Benefits of Order.....	15
Section 23.	Inconsistent Provisions	15
Section 24.	Governing Law	15
Section 25.	Effect of Headings	15
Section 26.	Construction of Terms	15
Section 27.	Severability	15
Section 28.	Incorporation of Findings and Determinations	15
Section 29.	Permanent School Fund Guarantee.....	15
Section 30.	Bond Insurance	16
Section 31.	Credit Enhancement.....	16
Section 32.	Continuing Disclosure Undertaking.....	16
Section 33.	Further Procedures	20
Section 34.	Public Meeting.....	20
Section 35.	Effective Date	20

Exhibit A: Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2021A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

WHEREAS, the Board of Education (the “Board”) of the Fort Worth Independent School District (the “District”) deems it necessary and advisable to authorize and deliver an installment of the bonds approved at an election held on November 7, 2017 (the “Bond Election”) for the purposes of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements (the “2017 Authorization”) (\$749,735,000.00 voted; \$457,100,000 previously issued; \$292,635,000 remaining to be issued); and

WHEREAS, an aggregate original principal amount not to exceed \$200,000,000 of bonds hereinafter authorized are to be part of the 2017 Authorization and are being issued and delivered pursuant to Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Chapter 1371, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiated, and the terms of sale thereof; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interest of the District to authorize the issuance of bonds and provide for the terms of such bonds to be included in one or more Pricing Certificates to be executed by the Pricing Officer (as such terms are defined herein), all in accordance with the provisions of Chapter 1371; and

WHEREAS, contemporaneously with the authorization of the Bonds, the District has authorized its Unlimited Tax Refunding Bonds, Taxable Series 2021B;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in one or more series in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2021A” and any additional series specified in a Pricing Certificate (herein referred to collectively as the “Bonds”), for the purpose of providing funds for (1) the purposes authorized under the 2017 Authorization, and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended, and other applicable laws of the State of Texas. The Bonds shall be dated as provided in the Pricing Certificate (the “Bond Date”).

Section 2. Fully Registered Interest Paying Obligations; Terms. The Bonds shall be issued as fully registered obligations, without coupons, and shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details set forth in the Pricing Certificate. Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3. Delegation of Sale of Bonds.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Superintendent of Schools or the Chief Financial Officer (each a “Pricing Officer”) is authorized to act on behalf of the District in selling and delivering the Bonds in one or more series, and carrying out the other procedures specified in this Order, including, determining the aggregate principal amount of each series of Bonds, the date of each series of Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series at one or more times, the price at which each series of the Bonds will be sold, the manner of sale (competitive bid or negotiated), the years in which each series of the Bonds will mature, the principal amount of each series of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, the designation of a paying agent/registrar, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation any modification of the continuing disclosure undertaking set forth in Section 32, modification of the definition of “Government Securities” set forth in Section 12, obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$274,360,000;
- (ii) the maximum true interest cost of each series of Bonds shall not exceed 4.50%;
- (iii) the final maturity of Bonds shall not be longer than February 15, 2053;

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (as defined herein).

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amounts authorized in Section 3(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one year from the date of adoption of this Order. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The final series of Bonds issued hereunder must be sold not later than one year from the date of adoption of this Order (though the

closing of a particular series of Bonds sold in accordance with this provision may occur after such date, so long as such closing period is determined by a Pricing Officer to be of reasonable duration).

(c) If the Pricing Officer determines that a series of Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for such series of Bonds and such additional investment banking firms and the related allocation of liabilities by percentage or otherwise of such firms all as deemed appropriate to assure that such Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out the terms of a bond purchase agreement for the applicable series of Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement in such manner as the Pricing Officer deems appropriate.

(d) If the Pricing Officer determines that a series of Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for such Bonds, to receive such bids, and to award the sale of such Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the District's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. Terms of Payment - Paying Agent/Registrar.

(a) The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar for the Bonds, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

(b) In each applicable Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for each series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of one or more "Paying Agent/Registrar Agreements" substantially in the form and substance as shall be approved by the Pricing Officer and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreements in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a

written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

(c) Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the applicable Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, that while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on the Bonds shall be payable at its Stated Maturity or redemption by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be the last business day of the month next preceding each interest payment date) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(d) In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds.

(a) The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, if applicable, of like kind, maturity, and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

(b) Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, if applicable, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

(c) At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of like series, if applicable, of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount

as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

(d) All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

(e) All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

(f) Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

(g) Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6. Book Entry Only Transfers and Transactions.

(a) Notwithstanding the provisions contained in Section 4 and Section 5 hereof relating to the payment, and transfer and exchange of the Bonds, the District hereby approves and authorizes the use of the "Book Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository

for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Section 4 and Section 5 hereof.

Section 7. Execution; Registration.

(a) The Bonds shall be executed on behalf of the District by the President of the Board (or the designee thereof) under its seal reproduced or impressed thereon and attested by the Secretary of the Board (or the designee thereof). The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Part C of Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Part D of Exhibit A, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount noted and numbered T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturity, principal amount and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

(a) *Forms Generally.* The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the applicable Pricing Certificate. The Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform

Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund, if applicable, or being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling terms of each series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

Section 10. Levy of Taxes.

(a) To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on the Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in one or more special funds as specified in one or more Pricing Certificates (the "Interest and Sinking Fund"), which Interest and Sinking Fund shall be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

(b) The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031, Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Chapter 46, Texas Education Code, as amended, and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the appropriate Interest and Sinking Fund.

(c) The President, Vice President and Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer, of the District, individually or jointly, are hereby authorized and directed

to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, if applicable, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

(b) Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

(c) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

Section 12. Satisfaction of Obligation of District; Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the applicable Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when:

(i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or

(ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm, the District's Financial Advisor, or another qualified third party to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated

Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

(c) Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the applicable Pricing Certificate, the term “Government Securities,” as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) any securities and obligations now or hereafter authorized by State law that are eligible to defease obligations such as the Bonds.

(d) Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 13. Order a Contract; Amendments; Outstanding Bonds.

(a) This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 32 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provisions of the applicable Pricing Certificate in any manner not detrimental to the

interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of any affected series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall:

(i) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds,

(ii) give any preference to any Bond within such series over any other Bond within such series,

(iii) reduce the aggregate principal amount of Bonds within such series required to be held by Holders for consent to any such amendment, addition, or rescission.

(b) The term “Outstanding” when used in this Order with respect to each series of Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Order, except:

(i) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds within such series deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(iii) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14. Covenants to Maintain Tax-Exempt Status.

(a) *Definitions.* When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) *Not to Cause Interest to Become Taxable.* The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) *No Private Use or Private Payments.* Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) *No Private Loan.* Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) *Not to Invest at Higher Yield.* Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) *Not Federally Guaranteed.* Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) *Information Report.* The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) *Rebate of Arbitrage Profits.* Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the construction fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to

discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Elections.* The District hereby directs and authorizes the President, Vice President and Secretary of the Board, Superintendent of Schools and Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) *Declaration of Official Intent of Reimbursement.* This Order is intended to satisfy the official intent requirements in section 1.150-2 of the Treasury Regulations.

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval.

(a) Subject to the provisions of Sections 1 and 3, the Bonds authorized by this Order are to be sold by the District to one or more initial purchasers (herein referred to individually as the "Purchaser," and collectively as the "Purchasers") in accordance with a successful bid or a bond purchase agreement (the "Purchase Contract"). The terms and provisions of any Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 3 hereof.

(b) The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the District and as the act and deed of this Board.

(c) The Pricing Officer is hereby authorized, in the name and on behalf of the District, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to each series of the Bonds and any addenda, supplement, or amendment thereto, to be used by the Purchaser in the marketing of such Bonds and to deem such documents to be final in accordance with 17 C.F.R. Section 240.15c2-12.

Section 16. Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 17. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest received from the Purchasers of the Bonds, if any) shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, including guaranteed investment contracts

permitted in Section 2256.015, et seq, Texas Government Code, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Board of Trustees. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds and any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund. Any proceeds representing premium received in connection with the sale of the Bonds shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended.

Section 18. Notices to Holders - Waiver.

(a) Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

(b) In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

Section 20. Co-Bond Counsel Opinion. The obligation of the Purchaser to accept delivery of any series of Bonds is subject to being furnished final opinions of Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, Fort Worth, Texas, approving the Bonds as to their validity, said opinions to be dated and delivered as of the date of delivery and payment for such series of the Bonds. True and correct reproductions of said opinions are hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book Entry Only System used in the settlement and transfer of the Bonds. In addition, the Board authorizes the Superintendent of Schools, his designee or the Pricing Officer, to execute any necessary engagement agreement with such firms as the Co-Bond Counsel to the District.

Section 21. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 22. Benefits of Order. Nothing in this Order or any Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any Pricing Certificate or any provision hereof, this Order and each Pricing Certificate and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

Section 23. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the applicable Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 24. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 25. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 26. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 27. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 28. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

Section 29. Permanent School Fund Guarantee. Any series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Subchapter C of Chapter 45, Texas Education Code, as amended. In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds as eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(a) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (i) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (ii) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (iii) the name and address of the Paying Agent/Registrar for the Bonds, (iv) the date when funds for the payment of the

Bonds or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (v) such other information as the Commissioner shall require.

(b) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(c) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 19 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(d) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(e) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds, and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

Section 30. Bond Insurance

Any series of the Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of the Bonds and make the determination of the provisions of any commitment therefor.

Section 31. Credit Enhancement

Any series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program. Section 45.251, et seq., Texas Education Code. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

Section 32. Continuing Disclosure Undertaking

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) “MSRB” means the Municipal Securities Rulemaking Board.

(iii) “Rule” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

(iv) “SEC” means the United States Securities and Exchange Commission.

(b) *Annual Reports.*

(i) The District shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate. The updated information shall include audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate. If audited financial statements are not available by the required time, the District shall provide unaudited financial statements of the type described in the first sentence of this subsection by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be (A) prepared in accordance with the accounting principles described in the financial statements of the District appended to the Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (B) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(ii) If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB’s internet website or filed with the SEC.

(c) *Disclosure Event Notices.* The District shall notify the MSRB of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor trustee or change in the name of the trustee, if material;
- (xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (b).

(d) *Filings with the MSRB.*

All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.*

(i) The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds for so long as, but only for so long as, the District remains an “obligated person” with respect to the applicable series Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person”.

(ii) The provisions of this Section 32 are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(v) Notwithstanding anything herein to the contrary, the provisions of this Section 32 may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (A) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (B) either (1) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (2) any qualified person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the

Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 32(b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 33. Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President and Secretary of the Board, the Superintendent of Schools, the Chief Financial Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551 of the Government Code, as amended.

Section 35. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this ____ day of April, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

EXHIBIT A

FORMS.

(a) *Form of Definitive Bonds.*

NO. R-____ PRINCIPAL AMOUNT
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND,
SERIES 2021A**

Bond Date	Interest Rate	Stated Maturity	CUSIP No.
_____, 2021	_____%	_____ 15, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing _____ 15, 20___. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____ (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions

are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____,000 (herein referred to as the “Bonds”) for the purpose of providing funds for (1) the purposes authorized under the 2017 Authorization; and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended and pursuant to an Order adopted by the Board of Education of the District (herein referred to as the “Order”).

The Bonds maturing on and after [_____, 20__], may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

[The Bonds maturing on [_____, 20__] (the “Term Bonds”) are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

<u>Redemption Date (2/15)</u>	<u>Principal Amount</u>
_____, 20__	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Principal Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Principal Amount to be redeemed) shall become due and payable, and shall cease to accrue interest from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Principal Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Principal

Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Principal Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Principal Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that

due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

[remainder of page left blank intentionally]

(b) *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.*

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

[remainder of page left blank intentionally]

(c) *Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds.*

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in [_____], is the Designated Payment/Transfer Office for this Bond.

Registration Date: [_____], as Paying Agent/Registrar

By: _____
Authorized Signature

[remainder of page left blank intentionally]

(d) *Form of Assignment.*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee: _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

[remainder of page left blank intentionally]

(e) *The Initial Bond shall be in the form set forth in Part A of this Exhibit A, except that the form of the single fully registered Initial Bond shall be modified as follows:*

(i) immediately under the name of the bond the headings “Interest Rate _____” and “Stated Maturity _____” and “CUSIP NO. ____” shall be omitted;

(i) Paragraph one shall read as follows:

Registered Owner: _____

Principal Amount: ____ HUNDRED _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 (\$_____,000.00)

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated in each of the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity (February 15)</u>	<u>Principal</u> <u>Installments (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
--	--	------------------------------------

(Information to be inserted from Purchase Contract or Pricing Certificate)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Installments hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing on _____ 15, 201_. Principal Installments hereof are payable at their Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of [_____] (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) *Permanent School Fund. If the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive and Initial Bonds shall bear an appropriate legend or certificate.*

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: **CONSIDER AND APPROVE AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS**

BACKGROUND:

The current interest rates are at levels that provide the opportunity to refinance previously issued bonds and thereby reduce the District’s future debt service payments. The Administration has identified the opportunity to take advantage of this interest rate market by refinancing bonds that are outstanding and eligible for refunding at lower interest rates. That opportunity could be accomplished by an Order Authorizing the Issuance of Unlimited Tax Refunding Bonds in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Consider and Approve an Order Authorizing the Issuance of Unlimited Tax Refunding Bonds in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials
2. Decline to Consider and Approve an Order Authorizing the Issuance of Unlimited Tax Refunding Bonds in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Consider and Approve an Authorizing the Issuance of Unlimited Tax Refunding Bonds in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Establishing Procedures and Delegating Matters to Authorized District Officials

FUNDING SOURCE

Additional Details

Debt Service Fund

Repayment of bond principal and interest is accomplished through the District Interest and Sinking Fund Tax Rate which is not expected to increase as a result of this transaction.

COST:

Estimated Transaction Costs such as Underwriters’ Discount, Bond Counsel, Disclosure Counsel, Financial Advisors, and other transaction costs to be financed and are expected to be in the range of 0.80 % of the principal amount issued.

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:

Issuance of Bonds is authorized pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended. The issuance of refunding bonds is needed to reduce future required debt service payments.

INFORMATION SOURCE:

Michael Ball

AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

April 27, 2021

TABLE OF CONTENTS

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date 1

Section 2. Fully Registered Interest Paying Obligations; Terms 2

Section 3. Delegation of Sale of Bonds 2

Section 4. Terms of Payment - Paying Agent/Registrar 4

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds..... 5

Section 6. Book Entry Only Transfers and Transactions 6

Section 7. Execution; Registration..... 6

Section 8. Initial Bond 7

Section 9. Forms 7

Section 10. Levy of Taxes 7

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds 8

Section 12. Satisfaction of Obligation of District; Defeasance 9

Section 13. Order a Contract; Amendments; Outstanding Bonds 10

Section 14. Covenants to Maintain Tax-Exempt Status 11

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval..... 14

Section 16. Control and Custody of Bonds..... 14

Section 17. Proceeds of Sale..... 14

Section 18. Refunded Bonds; Escrow Agreement 14

Section 19. Notices to Holders - Waiver 15

Section 20. Cancellation 16

Section 21. Co-Bond Counsel Opinion..... 16

Section 22. CUSIP Numbers 16

Section 23. Benefits of Order..... 16

Section 24. Inconsistent Provisions 16

Section 25. Governing Law 16

Section 26. Effect of Headings 16

Section 27. Construction of Terms 16

Section 28. Severability 17

Section 29. Permanent School Fund Guarantee..... 17

Section 30. Incorporation of Findings and Determinations 17

Section 31. Bond Insurance 18

Section 32. Credit Enhancement..... 18

Section 33. Continuing Disclosure Undertaking..... 18

Section 34. Further Procedures 21

Section 35. Public Meeting..... 22

Section 36. Effective Date 22

Exhibit A: Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

WHEREAS, the Board of Education (the “Board”) of the Fort Worth Independent School District (the “District”) has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issues or series (hereinafter collectively referred to as the “Refunded Bonds”), to wit: the District’s Unlimited Tax School Building Bonds, Series 2014, and the District’s Unlimited Tax Refunding and School Building Bonds, Series 2015; and

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended (“Chapter 1207”), and Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, and Section 1371.053, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiated, the terms of sale thereof and to select the specific maturities (whole or part) of the Refunded Bonds to be refunded; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund the Refunded Bonds in order to achieve a net present value savings, with such savings, among other information and terms, to be included in one or more Pricing Certificates to be executed by the Pricing Officer (as such terms are hereinafter defined), all in accordance with the provisions of Chapter 1207 and Chapter 1371; and

WHEREAS, contemporaneously with the authorization of the Bonds, the District has authorized its Unlimited Tax School Building Bonds, Series 2021A;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in one or more series in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title as specified in a Pricing Certificate (herein referred to collectively as the “Bonds”), for the purpose of providing funds for (1) refunding the Refunded Bonds, and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapters 1207 and 1371, Texas Government Code, as amended, and other applicable laws of the State of Texas. The Bonds shall be dated as provided in the Pricing Certificate (the “Bond Date”).

Section 2. Fully Registered Interest Paying Obligations; Terms. The Bonds shall be issued as fully registered obligations, without coupons, and shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details set forth in the Pricing Certificate. Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3. Delegation of Sale of Bonds.

(a) As authorized by Chapter 1207 and Chapter 1371, the Superintendent of Schools or the Chief Financial Officer (each a “Pricing Officer”) is authorized to act on behalf of the District in selling and delivering the Bonds in one or more series, determining the specific maturities (whole or part) of the Refunded Bonds to be refunded, and carrying out the other procedures specified in this Order, including, determining the aggregate principal amount of each series of Bonds, the date of each series of Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series at one or more times, the price at which each series of the Bonds will be sold, the manner of sale (competitive bid or negotiated), the years in which each series of the Bonds will mature, the principal amount of each series of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, the designation of a paying agent/registrar, the designation of an escrow agent, if applicable, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, including without limitation any modification of the continuing disclosure undertaking set forth in Section 33, modification of the definition of “Government Securities” set forth in Section 12, establishing the redemption date for and effecting the redemption of the Refunded Bonds, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$217,575,000;
- (ii) the maximum true interest cost of each series of Bonds shall not exceed 4%;
- (iii) the final maturity of Bonds shall not be longer than February 15, 2040; and
- (iv) the refunding must produce a net present value debt service savings of at least 5%.

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (as defined herein).

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amounts authorized in Section 3(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized

and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one year from the date of adoption of this Order. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The final series of Bonds issued hereunder must be sold not later than one year from the date of adoption of this Order (though the closing of a particular series of Bonds sold in accordance with this provision may occur after such date, so long as such closing period is determined by a Pricing Officer to be of reasonable duration).

(c) If the Pricing Officer determines that a series of Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for such series of Bonds and such additional investment banking firms and the related allocation of liabilities by percentage or otherwise of such firms all as deemed appropriate to assure that such Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out the terms of a bond purchase agreement for the applicable series of Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement in such manner as the Pricing Officer deems appropriate.

(d) If the Pricing Officer determines that a series of Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for such Bonds, to receive such bids, and to award the sale of such Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(e) It is hereby found and determined that the refunding of the Refunded Bonds is advisable and necessary in order to restructure the debt service requirements of the District, and that the debt service requirements on the Bonds will be less than those on the Refunded Bonds, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Bonds are subject to redemption, at the option of the District, and the Pricing Officer is hereby authorized to cause all of the Refunded Bonds to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the District with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Bonds (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement (the "Escrow Fund").

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the District's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. Terms of Payment - Paying Agent/Registrar.

(a) The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar for the Bonds, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

(b) In each applicable Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for each series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of one or more “Paying Agent/Registrar Agreements” substantially in the form and substance as shall be approved by the Pricing Officer and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreements in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

(c) Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the applicable Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, that while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on the Bonds shall be payable at its Stated Maturity or redemption by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be the last business day of the month next preceding each interest payment date) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(d) In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid,

to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds.

(a) The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, if applicable, of like kind, maturity, and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

(b) Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, if applicable, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

(c) At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of like series, if applicable, of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

(d) All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

(e) All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

(f) Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

(g) Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability

shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6. Book Entry Only Transfers and Transactions.

(a) Notwithstanding the provisions contained in Section 4 and Section 5 hereof relating to the payment, and transfer and exchange of the Bonds, the District hereby approves and authorizes the use of the “Book Entry Only” securities clearance, settlement and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”).

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Section 4 and Section 5 hereof.

Section 7. Execution; Registration.

(a) The Bonds shall be executed on behalf of the District by the President of the Board (or the designee thereof) under its seal reproduced or impressed thereon and attested by the Secretary of the Board (or the designee thereof). The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in **Part C** of **Exhibit A**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Part D** of **Exhibit A**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount noted and numbered T-1 (hereinafter called the “Initial Bond”) and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturity, principal amount and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

(a) *Forms Generally.* The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the applicable Pricing Certificate. The Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling terms of each series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

Section 10. Levy of Taxes.

(a) To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on the Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in one or more special funds as specified in one or more Pricing Certificates (the “Interest and Sinking Fund”), which Interest and Sinking Fund shall be maintained at an official depository of the District’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date,

sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

(b) The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031, Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Chapter 46, Texas Education Code, as amended, and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the appropriate Interest and Sinking Fund.

(c) The President, Vice President and Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer, of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, if applicable, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

(b) Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

(c) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

Section 12. Satisfaction of Obligation of District; Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the applicable Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when:

(i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or

(ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm, the District's Financial Advisor, or another qualified third party to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

(c) Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the applicable Pricing Certificate, the term "Government Securities," as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their

acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) any securities and obligations now or hereafter authorized by State law that are eligible to defease obligations such as the Bonds.

(d) Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 13. Order a Contract; Amendments; Outstanding Bonds.

(a) This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provisions of the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of any affected series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall:

(i) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds,

(ii) give any preference to any Bond within such series over any other Bond within such series,

(iii) reduce the aggregate principal amount of Bonds within such series required to be held by Holders for consent to any such amendment, addition, or rescission.

(b) The term “Outstanding” when used in this Order with respect to each series of Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Order, except:

(i) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds within such series deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(iii) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14. Covenants to Maintain Tax-Exempt Status.

(a) In the event any series of Bonds are issued as taxable obligations, as determined by the Pricing Officer in the applicable Pricing Certificate, this Section 14 shall not apply to such series of Bonds. In the event any series of Bonds are issued as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation, as determined by the Pricing Officer in the applicable Pricing Certificate, the Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of such series of Bonds as tax-exempt obligations. In furtherance thereof, the Issuer covenants as follows:

(b) *Definitions.* When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(c) *Not to Cause Interest to Become Taxable.* The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(d) *No Private Use or Private Payments.* Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(e) *No Private Loan.* Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(f) *Not to Invest at Higher Yield.* Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(g) *Not Federally Guaranteed.* Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(h) *Information Report.* The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(i) *Rebate of Arbitrage Profits.* Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the construction fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(j) *Not to Divert Arbitrage Profits.* Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (i) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(k) *Elections.* The District hereby directs and authorizes the President, Vice President and Secretary of the Board, Superintendent of Schools and Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(1) *Bonds Not Hedge Bonds.* At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval.

(a) Subject to the provisions of Sections 1 and 3, the Bonds authorized by this Order are to be sold by the District to one or more initial purchasers (herein referred to individually as the “Purchaser,” and collectively as the “Purchasers”) in accordance with a successful bid or a bond purchase agreement (the “Purchase Contract”). The terms and provisions of any Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 3 hereof.

(b) The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the District and as the act and deed of this Board.

(c) The Pricing Officer is hereby authorized, in the name and on behalf of the District, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to each series of the Bonds and any addenda, supplement, or amendment thereto, to be used by the Purchaser in the marketing of such Bonds and to deem such documents to be final in accordance with 17 C.F.R. Section 240.15c2-12.

Section 16. Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 17. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, and accrued interest received from the Purchasers of the Bonds, if any) shall be deposited with the Escrow Agent for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its Financial Advisor. Any proceeds representing premium received in connection with the sale of the Bonds shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended.

Section 18. Refunded Bonds; Escrow Agreement.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first dates such Refunded Bonds are subject to redemption or such other date(s) specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be given in accordance with the applicable provisions of the orders adopted by the Board of the District, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to provide documentation, including a copy of this Order and each Pricing Certificate, to each paying agent/registrar for the Refunded Bonds.

(b) The paying agent/registrars for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the paying agent/registrars for the Refunded Bonds or the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 18(d) of this Order and by the Pricing Officer.

(d) To the extent required in connection with any issuance of Bonds for refunding purposes, an escrow agreement, deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds (the "Escrow Agreement"), shall be attached to the applicable Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the Pricing Certificate shall identify any escrow agent (the "Escrow Agent") necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

- (i) The identification of the Refunded Bonds;
- (ii) The creation and funding of the Escrow Fund; and
- (iii) Any Escrow Agent's compensation, administration of the Escrow Fund, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "FORT WORTH INDEPENDENT SCHOOL DISTRICT TAXABLE SERIES 2021B UNLIMITED TAX REFUNDING BOND ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other additional or different designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, Chapter 1371, this Order, the Pricing Certificate, and the Escrow Agreement.

Section 19. Notices to Holders - Waiver.

(a) Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

(b) In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice.

Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 20. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

Section 21. Co-Bond Counsel Opinion. The obligation of the Purchaser to accept delivery of any series of Bonds is subject to being furnished final opinions of Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, Fort Worth, Texas, approving the Bonds as to their validity, said opinions to be dated and delivered as of the date of delivery and payment for such series of the Bonds. True and correct reproductions of said opinions are hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book Entry Only System used in the settlement and transfer of the Bonds. In addition, the Board authorizes the Superintendent of Schools, his designee or the Pricing Officer, to execute any necessary engagement agreement with such firms as the Co-Bond Counsel to the District.

Section 22. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 23. Benefits of Order. Nothing in this Order or any Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any Pricing Certificate or any provision hereof, this Order and each Pricing Certificate and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

Section 24. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the applicable Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 25. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 27. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 28. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 29. Permanent School Fund Guarantee. Any series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Subchapter C of Chapter 45, Texas Education Code, as amended. In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds as eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(a) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (i) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (ii) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (iii) the name and address of the Paying Agent/Registrar for the Bonds, (iv) the date when funds for the payment of the Bonds or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (v) such other information as the Commissioner shall require.

(b) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(c) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 20 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(d) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(e) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds, and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

Section 30. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

Section 31. Bond Insurance

Any series of the Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of the Bonds and make the determination of the provisions of any commitment therefor.

Section 32. Credit Enhancement.

Any series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program. Section 45.251, et seq., Texas Education Code. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

Section 33. Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) “MSRB” means the Municipal Securities Rulemaking Board.

(iii) “Rule” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

(iv) “SEC” means the United States Securities and Exchange Commission.

(b) *Annual Reports.*

(i) The District shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate. The updated information shall include audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate. If audited financial statements are not available by the required time, the District shall provide unaudited financial statements of the type described in the first sentence of this subsection by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be (A) prepared in accordance with the accounting principles described in the financial statements of the District appended to the Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (B) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(ii) If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) *Disclosure Event Notices.* The District shall notify the MSRB of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor trustee or change in the name of the trustee, if material;
- (xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (b).

(d) *Filings with the MSRB.*

All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.*

(i) The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds for so long as, but only for so long as, the District remains an "obligated person" with respect to the applicable series Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an "obligated person".

(ii) The provisions of this Section 33 are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(v) Notwithstanding anything herein to the contrary, the provisions of this Section 33 may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (A) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (B) either (1) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (2) any qualified person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 33(b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 34. Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President and Secretary of the Board, the Superintendent of Schools, the Chief Financial Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 35. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551 of the Government Code, as amended.

Section 36. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this _____ day of April, 2021.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

EXHIBIT A

FORMS.

(a) *Form of Definitive Bonds.*

NO. R-___

PRINCIPAL AMOUNT
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND,
[TAXABLE] SERIES 2021[B]**

Bond Date	Interest Rate	Stated Maturity	CUSIP No.
_____, 2021	_____%	_____ 15, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing ____ 15, 20__.

Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____ (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions

are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____,000 (herein referred to as the "Bonds") for the purpose of providing funds for (1) the discharge and final payment of certain obligations of the District; and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and pursuant to an Order adopted by the Board of Education of the District (herein referred to as the "Order").

The Bonds maturing on and after [_____, 20__], may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

[The Bonds maturing on [_____, 20__] (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

<u>Redemption Date (2/15)</u>	<u>Principal Amount</u>
____, 20__	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Principal Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Principal Amount to be redeemed) shall become due and payable, and shall cease to accrue interest from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Principal Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Principal

Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Principal Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Principal Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that

due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

[remainder of page left blank intentionally]

(b) *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.*

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

[remainder of page left blank intentionally]

(c) *Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds.*

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in [_____], is the Designated Payment/Transfer Office for this Bond.

Registration Date: _____, as Paying Agent/Registrar

By: _____
Authorized Signature

[remainder of page left blank intentionally]

(d) *Form of Assignment.*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee: _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

[remainder of page left blank intentionally]

(e) *The Initial Bond shall be in the form set forth in Part A of this Exhibit A, except that the form of the single fully registered Initial Bond shall be modified as follows:*

(i) immediately under the name of the bond the headings “Interest Rate _____” and “Stated Maturity _____” and “CUSIP NO. ____” shall be omitted;

(i) Paragraph one shall read as follows:

Registered Owner: _____

Principal Amount: ____ HUNDRED _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 (\$_____,000.00)

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated in each of the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity (February 15)</u>	<u>Principal</u> <u>Installments (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
--	--	------------------------------------

(Information to be inserted from Purchase Contract or Pricing Certificate)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Installments hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing on _____ 15, 201_. Principal Installments hereof are payable at their Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of [_____] (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) *Permanent School Fund. If the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive and Initial Bonds shall bear an appropriate legend or certificate.*

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

TOPIC: APPROVE MINUTES FOR THE JANUARY 7, 2021, FEBRUARY 4, 2021, AND MARCH 4, 2021 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee also works with the community and businesses in a broader discussion about the impact of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Minutes for the January 7, 2021, February 4, 2021 and March 4, 2021 Racial Equity Committee Meetings
2. Decline to Approve Minutes for the January 7, 2021, February 4, 2021 and March 4, 2021 Racial Equity Committee Meetings
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes for the January 7, 2021, February 4, 2021 and March 4, 2021 Racial Equity Committee Meetings

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Departments and Campuses in FWISD

RATIONALE:

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

INFORMATION SOURCE:

Sherry Breed



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

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Thursday, January 7, 2021 at 5:00 p.m. via Zoom**

Committee Members Present:

Affleck, Holly	Darr, Anne	Jones, Dr. Trevon *	Nickerson, Porshe *
Anderson, Sue	Dominguez, Nyssa	Krochmal, Dr. Max	Paz, Ashley
Benavidez, Dr. Dorene *	Grover, Barbara	Lee, Yassmin	Pérez, Jonathan *
Breed, Sherry *	Hall, Mia	Luebanos, Anael	Phillips, Quinton
Chavez, Aracely	Herrera, Alfonso	Mattingly, Dr. Cissy *	Poullard, Eric
Clark, Rickie	Hodges, Charles	McKinney, Wanda	Poullard, Precious
Cytron-Walker, Adena	Jones, Ebony	Moss, Christene	Walker, Dr. Carlos *

Committee Members Absent:

Argumedo, Miguel	Griffith, Barbara	Nixon, Glenn	Turcios, Carlos
Balzer, Dr. Jill	Harris, Cleveland	Pace, Brandi	Villalobos, Lupita
Bond, Clint	Harrison-Jordan, Tina	Richter, Breinn	West, Bill
El, Robert	Masterson, Tim	Rincón, Cynthia	West, David
Garcia-Lopez, Norma	Masterson, Twyla	Sorensen, Marcy	Williams, Dr. Jared
Gravelle, Elizabeth	Mohamed, Mohamed	Starr-Malone, Sonja	Young, Patricia

Courageous Conversations About Race Affiliate Practitioners (*) Present:

Burrell, Dr. Stacy *			
----------------------	--	--	--

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

Crespo, Mirgitt *	Mouton, Dr. Marion *	Ramos, Jr., Jacinto "Cinto" *	Townsend, Rian *
-------------------	----------------------	-------------------------------	------------------

Guests:

Telecia	Krista Coleman	Nydia Lewis	
Christopher Riddick	Krista Varando		

CALL TO ORDER:

- Mr. Phillips called the meeting to order at 5:01 p.m.
- Minutes from December 3, 2020 meeting approved by consensus
 - Recommended changes were noted and will be made to the minutes.
 - Add names of audience members who spoke
 - Follow-up to ensure the committee's questions are sent to Mr. Spears.
 - In further discussion, it was decided that meetings should be recorded as they continue to be conducted virtually, and that minutes should be more summative.
- Mrs. Breed reviewed the Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

DISCUSSION ITEMS:

1. Update from Equity & Community Collaborations:

- The Equity & Community Collaborations assists with our most marginalized students and families. Includes:
 - Student Engagement & School Completion (C.Riddick, Director)
 - Family Action Center-East (C.Hodges/C.Walker, Directors)
 - Adult Education (N.Lewis, Director)
- Also coordinates community events
 - FWISD MLK Day – Staff Day of Service
 - César Chavez & Dolores Huerta Day – Student Day of Service
 - FWISD Forward Registration Walk
- C. Riddick provided an overview of Student Engagement & School Completion.
 - Consists of Stay-In-School Specialists and Court Liaisons
 - Work to reduce truancy and drop-outs
 - Specialists trained in drop-out prevention, poverty mindset, and many other areas
 - Interventions and Engagement – registering students, supplies and needs for families and much more
- C. Hodges & C.Walker provided an overview of services provided by the new Family Action Center (FAC):
 - The FAC combines the forces of the Historic Stop Six Initiatives and Eastside Alliance Community Partnerships to focus on historically underperforming and under-supported schools and communities in East Fort Worth. Located on the campus of Sunrise-McMillan ES with a satellite office at Eastern Hills HS.
 - Services focus on behavioral health and community resources; early childhood resources; and much more.
 - Work with many Co-Located Service Partners.
 - Have provided informational seminars via Facebook Live to uplift, inform, and empower
 - Examples of Initiatives and On-going Outreach during COVID-19:
 - 20,000+ boxes of food distributed (ongoing);
 - 350 holiday meal boxes distributed in December;
 - 200 coats provided to children in December;
 - 80 laptops for Sunrise McMillan ES students;
 - 20 A/C window units provided and installed for elderly and veterans;
 - Mammograms and women’s wellness exams (Mobile Health);
 - Eastern Hills HS food drive (partnered with MBK)
 - Also helped a family before Christmas with an apartment, furniture, clothes, a car, and food.
- Questions:
 - Did I hear correctly from the presentation that Tarrant County has one of the highest domestic violence rates?
 - Yes, sadly. For our Facebook Live event we try to look at the data and we try to disaggregate by race; the domestic violence rates have gone up during COVID.

- We archive our Facebook Live conversations so people can go back and watch them at any time.
- N. Lewis provided information about the work of the Adult Education and Literacy department:
 - Adult Education is funded through a partnership with Workforce Solutions.
 - The department is an instructional, training, and support related service for Tarrant County adults. All courses are free of charge.
 - What is offered:
 - Adult Basic Education/Adult Secondary Education;
 - EL Civics;
 - English as a Second Language (ESL), ESL for Professionals;
 - Family Literacy;
 - Workplace Literacy;
 - Transition Bridge;
 - Contextualization Classes;
 - Reentry classes; and
 - Integrated Educational Trainings (IETs)
- Questions:
 - May we have a copy of the presentation so we could share this information with the community?
 - What are the qualifications to take the IET classes?
 - All IET training providers have different qualifications, e.g. one class might be at a 9th grade reading level, etc. We can assist learners if they need help in qualifying.
 - How is this information disseminated to the community?
 - We work with several community helpers to disseminate the information and it's on our webpage
 - Are Adult Ed classes virtual now? Have we lost some students due to COVID?
 - Yes, we have lost some students because they do not have technology and/or internet connection; we're working on trying to get some technology for students to use.
 - Are there any barriers for our families, e.g. documentation, etc.?
 - No. Documentation is not required.

2. Discuss subcommittee guidelines and expectations:

- Members are reminded to use Courageous Conversations protocol.
- Will plan for refresher training with committee members in near future.

3. Subcommittee Reports:

- Staffing & Recruiting - No report at this time.
- Discipline – Current areas of focus:
 - What does discipline look like with in virtual learning?
 - Which campus-level or other staff members can provide support (counselors, intervention specialists, etc.)?

- Communication
 - Plans to survey the schools regarding outdoor signage (marquees, etc.) and how do they use them effectively.
- Academics & Segregation – Current areas of focus:
 - Culturally relevant curriculum and how can pedagogy move to ELA?
 - Data transparency including public facing dashboard aligned with the racial equity policy.
 - Results from campus equity audits
 - How do we measure success beyond STAAR and how do we share that success with the community?
 - Accountability and implementation
 - Course offerings
 - Data on achievement gaps by race
 - Plan to invite Dr. Saenz to discuss Leadership Academies and perhaps host a virtual institute.

REMINDERS:

- *MLK Day / Employee Day of Service: January 18, 2021.*
- *Student Speaker Series: LGBTQIA+ Students of Color: Schooling Experiences: January 19, 2021*
- Next Meeting: Thursday, February 4, 2021, 5 p.m., via Zoom

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare
- MBK/MSK Program in FWISD
- Courageous Conversations Protocol Refresher

ADJOURN: Meeting adjourned at 6:35 p.m.

Signed: Quinton Phillips Date: 2/8/21
Mr. Quinton “Q” Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 2/8/21
Dr. Max Krochmal, Co-Chair

/clm & bg



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

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Thursday, February 4, 2021 at 5:00 p.m. via Zoom**

Committee Members Present:

Affleck, Holly	Darr, Anne	Jones, Dr. Trevon *	Phillips, Quinton
Anderson, Sue	Garcia-Lopez, Norma	Lee, Yassmin	Poullard, Eric
Benavidez, Dr. Dorene *	Grover, Barbara	Masterson, Twyla	Poullard, Precious
Bond, Clint	Hall, Mia	Mattingly, Dr. Cissy *	Starr-Malone, Sonja
Breed, Sherry *	Herrera, Alfonso	McKinney, Wanda	Walker, Dr. Carlos *
Chavez, Aracely	Hodges, Charles	Nickerson, Porshe *	West, Bill
Clark, Rickie	Jones, Ebony	Pérez, Jonathan *	Williams, Dr. Jared

Committee Members Absent:

Argumedo, Miguel	Griffith, Barbara	Mohamed, Mohamed	Sorensen, Marcy
Balzer, Dr. Jill	Harris, Cleveland	Moss, Christene	Paz, Ashley
Cytron-Walker, Adena	Harrison-Jordan, Tina	Nixon, Glenn	Turcios, Carlos
Dominguez, Nyssa	Krochmal, Dr. Max	Pace, Brandi	Villalobos, Lupita
El, Robert	Luebanos, Anael	Richter, Breinn	West, David
Gravelle, Elizabeth	Masterson, Tim	Rincón, Cynthia	Young, Patricia

Courageous Conversations About Race Affiliate Practitioners (*) Present:

Crespo, Mirgitt *			
-------------------	--	--	--

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

Burrell, Dr. Stacy *	Mouton, Dr. Marion *	Ramos, Jr., Jacinto "Cinto" *	Townsend, Rian *
----------------------	----------------------	-------------------------------	------------------

Guests:

Boss, Jay	Boyd, Ayesha	Elliott, C.	Ordonez, Monica
Varando, Krista			

CALL TO ORDER:

- The meeting was called to order at 5:03 p.m.
- Minutes from prior meeting approved by consensus
- Mrs. Breed reviewed the Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

DISCUSSION ITEMS:

1. Discuss subcommittee guidelines and expectations.

2. Subcommittee Reports:

- **Staffing & Recruiting Subcommittee**

- H. Affleck shared information about the subcommittee's last meeting.
 - This year they are focusing on on-boarding processes along with recruiting processes and retention;
 - FWISD just hired three new bilingual teachers.
 - FWISD still has some positions to be filled in hard-to-fill areas
 - They hope to share data at the next REC meeting regarding staff turnover from year-to-year.

- Questions/Comments:

- Can the data for hiring and retaining be shared with the full committee? How can this committee help HCM hire more teachers?
- How can we help with a "pipeline" of growing our Assistant Principals from teachers with a racial equity lens?
- Are we asking departing teachers if race is a reason for teachers leaving?
- Are teachers leaving because of COVID? Is this subcommittee looking at that specifically? Could that data also be shared with this committee?

- HCM reviews data for turnover reasons. Reports indicate the race of the teacher, why they left the district, etc. If this committee could recommend a way to focus a report for review, we will be happy to share that information.
- I know the district is looking at the numbers of teachers leaving because of COVID.

- Can the subcommittee compare the data that was submitted in the previous year-end report (2019) with current data and see if needs are being met?
- Can this subcommittee develop a dashboard where the data can be shared? For instance, where are the teachers who were hired from Puerto Rico placed, etc.
 - The data has been requested.

- It was noted that there have been challenges in receiving the data needed (for the subcommittees). Mr. Phillips offered to assist with this if needed.

- The hiring process is a concern. It takes a long time to on-board employees. We lose employees because it takes too long. The timing should be improved.

- What are we doing with Principals for recruiting? Are equitable recommendations happening with Principals?

- In FWISD, a pool of candidates is established, then Principals can interview from the pool of individuals and make a recommendation for hire. Some campuses have committees for this process, some only have the leadership team.

- HCM does not hire anyone. Campus or department hiring managers hire individuals through a committee. There are requirements in the hiring process. The work of REC is helping make change in racial equity.
- Do we have a list of all the subcommittee meetings?
 - Yes, all meetings are posted on the Division of Equity & Excellence webpage calendar. We encourage members of this committee to attend more than one subcommittee.
- Can HCM take a racial equity training for growth to understand the differences between race and ethnicity?
- **Discipline Subcommittee**
 - T. Masterson shared information from the Discipline Subcommittee.
 - This year the subcommittee is focusing on an accountability measures and the disproportionalities reported on in the Star-Telegram.
 - They hope to make the data and the numbers visual by creating a report card and/or dashboard with an equity audit attached so that parents, communities, etc., have access to the data.
 - They will also research campuses with systemic issues and frequencies.
 - Plan to develop and recommend a rubric for campuses.
 - There is a need for uniformity at how discipline codes are implemented across the district. They will be obtaining more information on the codes, especially ambiguous and/or subjective codes, e.g. disrespectful;
 - They will conduct a review of the student code of conduct and verbiage.
 - They are also looking at COVID disproportionalities
 - In order to achieve all of this, the subcommittee has broken into 3 groups: practice, procedure, and policy.
 - Questions/Comments:
 - Is there anything measuring border patrol, ICE, etc. and “fear” pressure?
 - There is a need for that; however, currently this subcommittee is focusing on expulsions, and suspensions. Suspension does not need to be the first thought. Discipline does not always have to be punitive, it needs to be more restorative in nature.
 - What is the cost to the district when students are suspended?
 - The money that is lost due to suspensions is staggering.
 - What is the disconnect between our teachers and our students and life experiences?
 - That is the basis for trauma-based training. Also, how we treat our students based on race and/or socioeconomics.
 - Do you have a recommendation for restorative practices district-wide? We are working with the pyramids on restorative practices and however we can work collectively would be great.

- Not yet, but we are looking at best practices in other districts and we will report out on what other districts are doing.
- At a meeting earlier this week and someone said, when a child is struggling with reading, we get them a reading tutor, when a child is struggling with math, we get them a math tutor, when a child is struggling with behavior, we punish them. I appreciate restorative practices but I also wonder if we could go deeper in how to help our children?
 - Yes, but the accountability piece is important with teachers to ensure it's not an "adult" problem. It is a change in mindset. Restorative practices are also about how do I change, how I show up as an adult.
- **Communication Subcommittee**
 - C. Hodges shared information on the work the Communications subcommittee is doing on the "written" word, e.g. ensuring all communication is readable by all our stakeholders.
 - Their current focus is on community outreach to teachers, parents, students, and staff through the outdoor boards/marquis;
 - Plan to do a Principal survey asking about the effectiveness of the boards/marquis through a racial equity lens.
 - Even if the schools have the boards/marquis, can they use them, e.g. do they have all the letters, is the marquis/board not broken, etc.? How often do they use them? Do they change them often? Are the messages district-wide or are they school specific? Are they timely? The subcommittee also discussed how could we help campuses with messaging. Due to COVID, can we use the marquis to help give messaging on various topics and unifying messages.
 - C. Hodges also shared that the Communications subcommittee is small and encourages other committee members to join.
 - Questions/Comments:
 - There are so many ways to use the marquis: highlight students, highlight campuses, highlight district messaging, etc.
 - It would be great if every campus had digital boards, they could easily be updated daily.
- **Academics & Segregation Subcommittee**
 - T. Jones shared information and notes regarding the A&S Subcommittee 2021 Priorities:
 - Culturally-relevant curriculum overlay for ELA/literacy
 - Data transparency – develop a public dashboard
 - Equity audits. Work with the Division of Equity & Excellence to develop rubric/criteria
 - TRE – the allocation of teachers, incentive allotment program.
 - TRE - WIFI connectivity and device distribution
 - Monitor course offerings at secondary schools
 - Monitor effectiveness of leadership academies
 - Request report on ongoing achievement gaps by race, now v. before Racial Equity Policy.
 - W. McKinney discussed the article in the Star-Telegram with the data and numbers of our students.

- The asynchronous model gives students a chance to work at their own pace; this model presented a challenge for our students and was not engaging.
 - The district is implementing a plan to help our failing students.
 - 52% of our students are still virtual.
 - The district is looking at ways to revamp the virtual learning model.
- Questions/Comments:
 - For those students who are failing, can they be required to come to school?
 - Probably not at this time, because of COVID. However, TEA may make changes regarding this in the future.

REMINDERS:

- Next Meeting: Thursday, March 4, 2021, 5 p.m., via Zoom

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare
- CCAR Protocol Refresher & Training

ADJOURN: Meeting adjourned at 6:36 p.m.

Signed: Quinton Phillips Date: 3/9/21

Mr. Quinton "Q" Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 3/9/21

Dr. Max Krochmal, Co-Chair

/clm & bg



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

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Thursday, March 4, 2021 at 5:00 p.m. via Zoom**

Committee Members Present:

Affleck, Holly	Clark, Rickie	Herrera, Alfonso	Pérez, Jonathan *
Anderson, Sue	Cytron-Walker, Adena	Jones, Dr. Trevon *	Phillips, Quinton
Benavidez, Dr. Dorene *	Garcia-Lopez, Norma	Krochmal, Dr. Max	Poullard, Eric
Breed, Sherry *	Grover, Barbara	Mattingly, Dr. Cissy *	Poullard, Precious
Chavez, Aracely	Hall, Mia	McKinney, Wanda	West, Bill

Committee Members Absent:

Argumedo, Miguel	Harris, Cleveland	Mohamed, Mohamed	Starr-Malone, Sonja
Balzer, Dr. Jill	Harrison-Jordan, Tina	Moss, Christene	Paz, Ashley
Bond, Clint	Hodges, Charles	Nickerson, Porshe *	Turcios, Carlos
Darr, Anne	Jones, Ebony	Nixon, Glenn	Villalobos, Lupita
Dominguez, Nyssa	Lee, Yassmin	Pace, Brandi	Walker, Dr. Carlos *
El, Robert	Luebanos, Anael	Richter, Breinn	West, David
Gravelle, Elizabeth	Masterson, Tim	Rincón, Cynthia	Williams, Dr. Jared
Griffith, Barbara	Masterson, Twyla	Sorensen, Marcy	Young, Patricia

Courageous Conversations About Race Affiliate Practitioners (*) Present:

Crespo, Mirgitt *			
-------------------	--	--	--

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

Burrell, Dr. Stacy *	Mouton, Dr. Marion *	Ramos, Jr., Jacinto "Cinto" *	Townsend, Rian *
----------------------	----------------------	-------------------------------	------------------

Guests:

Boyd, Ayesha	Bustos, Santiago	Contreras, Gerry	Miller, Megan
Ordonez, Monica	Varando, Krista		

CALL TO ORDER:

- The meeting was called to order at 5:01 p.m.
- Minutes from prior meeting approved by consensus
 - Discussion was held regarding names of some individuals being included in the minutes, while others are not. The committee was reminded that the minutes are not expected to be a transcript, but rather, an overview of the meeting. The zoom recordings of the meetings will be posted on the Equity & Excellence website.
- Mrs. Breed reviewed the Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

DISCUSSION ITEMS:

1. Deepening our Racial Consciousness.

- Presenters:
 - Sherry Breed, Chief of Equity & Excellence
 - Dr. Dorene Benavidez, Executive Director, Equity & Professional Learning
 - Dr. Trevon Jones, Equity Specialist, Equity & Professional Learning
 - Jonathan Pérez, Equity Specialist, Equity & Professional Learning
- Presenters provided an overview of the Courageous Conversations About Race (CCAR) Protocol.
 - The Compass: Believing; Thinking; Feeling; and Acting.
 - Committee members were asked to check-in on the compass.
 - Volunteers shared and explained their 'why'.
 - The Four Agreements:
 1. Stay engaged;
 2. Speak your truth;
 3. Experience discomfort;
 4. Expect and accept non-closure.
 - The Six Conditions:
 1. Focus on what is personal, local, and immediate;
 2. Isolate race;
 3. Normalize social construction and multiple perspectives;
 4. Monitor agreements and conditions, Establish parameters;
 5. Use a “working definition” for race;
 6. Examine the presence and role of “whiteness.”
- Presenters also discussed what Equity looks like in FWISD, including summary information about disproportionality in academic outcomes (STAAR Reading), and discipline referrals.
- Definitions were provided for some terms to ensure all participants were clear on the vocabulary being used during the learning experience:
 - Race – a socially constructed characterization of individuals based on skin color, physical features, culture, etc.
 - Systemic/Institutional Racism: the ways in which institutional policies and practices create different outcomes for different racial groups
 - Racial Equity – the condition that would be achieved if one’s racial identity no longer predicted, in a statistical sense, how one fares.
 - Racial or Social Justice – the systematic fair treatment of people of all races, resulting in equitable opportunities and outcomes for all.
- The communication tool “Mindful Inquiry” was reviewed, demonstrated and then practiced by committee members in breakout rooms. Mindful Inquiry and the 9 Healthy Ways to Communicate are tools used to deepen conversations about race and assist with deep listening.

REMINDERS:

- Next Meeting: Thursday, April 1, 2021, 5 p.m., via Zoom
- Discipline Subcommittee Meeting: March 11, 2021 via Zoom
- Spring Break: March 15-19, 2021
- Academics & Segregation Subcommittee Meeting: March 25, 2021 via Zoom
- Dolores Huerta/César Chávez Student Day of Service: March 29, 2021 via Zoom
- Communications Subcommittee Meeting: March 30, 2021 via Zoom

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare

ADJOURN: Meeting adjourned at 6:33 p.m.

Signed: Quinton Phillips Date: 4/2/21

Mr. Quinton "Q" Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 4/1/21

Dr. Max Krochmal, Co-Chair

/clm & bg

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

**TOPIC: **APPROVE FIRST READING-REVISIONS TO BOARD POLICIES
DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), AND FMG(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 updates 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:

- DAC(LOCAL): This policy was once recommended for compliance with Civil Order 5281. Texas school districts are no longer subject to the order so we are recommending deletion of the policy.
- DCC(LOCAL): Recommend deletions are included in DCC(LEGAL) and do not need to be present in the local policy.
- EIAB(LOCAL): This policy provides makeup work procedures outlined in District manuals and does not require Board-approval.
- FMG(LOCAL): This policy addresses student travel for District activities which are outlined in District manuals and do not require Board-approval.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies DAC(LOCAL), DCC(LOCAL), EIAB(LOCAL), and FMG(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 recommendations summary page for April 27, 2021 Board Meeting

- DAC(LOCAL): This policy was once recommended for compliance with Civil Order 5281. Texas school districts are no longer subject to the order so we are recommending deletion of the policy.
- DCC(LOCAL): Recommend deletions are included in DCC(LEGAL) and do not need to be present in the local policy.
- EIAB(LOCAL): This policy provides makeup work procedures outlined in District manuals and does not require Board-approval.
- FMG(LOCAL): This policy addresses student travel for District activities which are outlined in District manuals and do not require Board-approval.

~~EMPLOYMENT OBJECTIVES
OBJECTIVE CRITERIA FOR PERSONNEL DECISIONS~~

DAG
(LOCAL)

~~The District shall make decisions in accordance with all state and federal laws, regulations, and guidelines prohibiting discrimination in employment.~~

~~The Board establishes the following objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions.~~

- ~~1. Academic or technical preparation, supported by transcripts.~~
- ~~2. Proper certification for grade level, subject, or assignment, including emergency permits and endorsements for specific subjects, programs, or positions.~~
- ~~3. Experience.~~
- ~~4. Recommendations and references.~~
- ~~5. Appraisals and other performance evaluations.~~
- ~~6. The needs of the District.~~

Fort Worth ISD
220905

EMPLOYMENT PRACTICES
CONTINUING CONTRACTS

DCC
(LOCAL)

**CONTINUING
CONTRACTS
RETAINED**
~~ELIGIBLE POSITIONS~~

~~Continuing contracts governed by Chapter 21 of the Education Code shall be provided to full-time classroom teachers hired prior to July 1, 2005, and those teachers shall remain under a continuing contract as long as the employee remains in the same position.~~

~~Employees who hold probationary teaching contracts issued prior to July 1, 2005 shall be eligible for a continuing contract after successful completion of the probationary period.~~

~~CONTRACT
RELINQUISHMENT~~

Any District employee hired under a continuing contract **prior to July 1, 2005**, shall remain on a continuing contract **in accordance with law.** ~~until the employee relinquishes the contract.~~

Policies relating to employment by educator ~~A person on a continuing contract who accepts a term contract [see DCB or at-will position, thereby resigns and relinquishes the DFB series] shall not apply to employees on continuing contracts.~~ ~~contract.~~

DATE ISSUED: ~~8/7/2014~~ ~~6/13/2005~~
UPDATE 100 ~~LDU-24-05~~
DCC(LOCAL)-~~DX~~

ADOPTED:

1 of 1

~~GRADING/PROGRESS REPORTS TO PARENTS
MAKEUP WORK~~

EIAB
(LOCAL)

~~Students shall be expected to make up assignments and tests after absences including absences for participation in approved school-related activities. Students shall receive a zero for any assignment or test not made up within the allotted time.~~

~~For any class missed, the teacher may assign the student make-up work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.~~

~~A student shall be responsible for obtaining and completing the make-up work in a satisfactory manner. The student shall be allowed no less than one day for each day absent.~~

~~TESTS~~

~~Students shall be permitted to take tests administered in any class missed because of absence.~~

~~LATE PROJECTS~~

~~Teachers may assign a late penalty to any project turned in after the due date in accordance with previously established guidelines approved by the principal and disseminated to students.~~

~~UNEXCUSED
ABSENCES~~

~~Students shall receive credit for satisfactory make-up work after an unexcused absence. Any exception shall be approved by the principal.~~

~~SUSPENSION~~

~~The District shall not impose a grade penalty for make-up work after an absence because of suspension.~~

STUDENT ACTIVITIES
TRAVEL

FMG
(LOCAL)

~~SCHOOL-SPONSORED
TRIPS IN GENERAL~~

~~Students who participate in school-sponsored trips shall be required to ride in transportation provided by the school to and from the event. An exception may be made if the student's parent or guardian personally requests that the student be allowed to ride with his or parent or presents a written request to the principal the day before the scheduled trip that the student be allowed to ride with an adult, not a student, designated by the parent. The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the school.~~

~~GUIDELINES FOR
FOREIGN STUDY
PROGRAMS~~

~~Students may be offered several opportunities each year for studying abroad. Student groups may take advantage of winter and spring breaks and summer vacations to travel to those countries whose languages and cultures they have been studying. Permission for these trips shall be requested by using the "Foreign Study Trip Request Form." If the trip is approved, a signed copy of the "Release to be signed by both parents or guardian and by student" shall be obtained for each participant and sent to the foreign language program director.~~

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

TOPIC: APPROVE CLOSEOUT CONTRACT WITH NORTHRIDGE CONSTRUCTION GROUP / BASECOM JOINT VENTURE FOR BID PACKAGE 001 (CSP #20-005) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 31, 2020, the Board authorized Capital Improvement Program (CIP) staff to negotiate and enter into contract with Northridge Construction Group / Basecom Joint Venture as a General Contractor for the Middle School Restroom Renovations (Bid Package #1; CSP 20-005) with the 2013 Capital Improvement Program. This Bid Package consisted of construction services at eight (8) campuses, the Leadership Academy at Forest Oak Middle School, Glencrest 6th Grade School, Handley Middle School, Meadowbrook Middle School, Jaquet Martin Middle School, Daggett Middle School, Meacham Middle School and Riverside Middle School. The work commenced on April 15, 2020, and was substantially completed on August 07, 2020, as inspected by the A/E firms. Northridge Construction Group / Basecom Joint Venture has submitted all of the required closeout documentation, which has been reviewed for completeness prior to final payment to the vendor.

Original Contract Amount:	\$4,381,125.00
Previous Change Orders:	\$60,000.00
Final Change Order:	(\$39,187.47)
Final Contract Amount:	\$4,401,937.53
Previously Paid:	\$4,181,840.65
Final Payment Due:	\$220,096.88

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 001 (CSP #20-005) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 001 (CSP #20-005) and Authorization of Final Payment in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 001 (CSP #20-005) and Authorization of Final Payment in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-00-2116-000-000-00-000-000000

COST:

Not-to-Exceed - \$220,096.88

VENDOR:

Northridge Construction Group/Basecom Joint Venture

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	The Leadership Academy at Forest Oak Middle School	Glencrest 6 th Grade School
Handley Middle School	Meadowbrook Middle School	J. M. Middle School
Daggett Middle School	Meacham Middle School	Riverside Middle School

RATIONALE:

Northridge Construction Group/Basecom Joint Venture has completed all work as required per the terms of their construction contract, work has been inspected by all architect firms and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

INFORMATION SOURCE:

Vicki Burris

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

TOPIC: APPROVE CLOSEOUT CONTRACT WITH MORALES CONSTRUCTION FOR BID PACKAGE 002 (CSP #20-009) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 31, 2020, the Board authorized Capital Improvement Program (CIP) staff to negotiate and enter into contract with Morales Construction as a General Contractor for the Middle School Restroom Renovations (Bid Package #002; CSP 20-009) with the 2013 Capital Improvement Program. This Bid Package consisted of construction services at four (4) campuses, McLean Middle, McLean 6th Grade, Stripling Middle and Como Montessori School. The work commenced on March 25, 2020, and was substantially completed on August 21, 2020, as inspected by the A/E firms. Morales Construction has submitted all of the required closeout documentation, which has been reviewed for completeness prior to final payment to the vendor.

Original Contract Amount:	\$2,008,644.00
Previous Change Orders:	\$0
Final Change Order:	(\$81,757.48)
Final Contract Amount:	\$1,926,886.52
Previously Paid:	\$1,830,542.19
Final Payment Due:	\$96,344.33

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Morales Construction for Bid Package 002 (CSP #20-009) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout Contract with Morales Construction for Bid Package 002 (CSP #20-009) and Authorization of Final Payment in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Morales Construction for Bid Package 002 (CSP #20-009) and Authorization of Final Payment in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-00-2116-000-000-00-000-000000

COST:

Not-to-Exceed - \$96,344.33

VENDOR:

Morales Construction

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	McLean Middle School	McLean 6th Grade
Stripling Middle School	Como Montessori	

RATIONALE:

Morales Construction has completed all work as required per the terms of their construction contract, work has been inspected by all architect firms and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

INFORMATION SOURCE:

Vicki Burris

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

TOPIC: APPROVE CLOSEOUT CONTRACT WITH NORTHRIDGE CONSTRUCTION GROUP / BASECOM JOINT VENTURE FOR BID PACKAGE 003 (CSP #20-007) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 31, 2020, the Board authorized Capital Improvement Program (CIP) staff to negotiate and enter into contract with Northridge Construction Group / Basecom Joint Venture as a General Contractor for the Middle School Restroom Renovations (Bid Package #003; CSP 20-007) with the 2013 Capital Improvement Program. This Bid Package consisted of construction services at four (4) campuses, J.P. Elder Middle School, Kirkpatrick Middle School, Wedgwood 6th Grade School and Wedgwood Middle School. The work commenced on April 15, 2020, and was substantially completed on August 17, 2020, as inspected by the A/E firms. Northridge Construction Group / Basecom Joint Venture has submitted all of the required closeout documentation, which has been reviewed for completeness prior to final payment to the vendor.

Original Contract Amount:	\$2,980,657.00
Previous Change Orders:	\$215,000.00
Final Change Order:	(\$2,298.04)
Final Contract Amount:	\$3,193,358.96
Previously Paid:	\$3,033,691.01
Final Payment Due:	\$159,667.95

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 003 (CSP #20-007) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 003 (CSP #20-007) and Authorization of Final Payment in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Northridge Construction Group / Basecom Joint Venture for Bid Package 003 (CSP #20-007) and Authorization of Final Payment in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-00-2116-000-000-00-000-000000

COST:

Not-to-Exceed - \$159,667.95

VENDOR:

Northridge Construction Group/Basecom Joint Venture

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	J.P. Elder Middle School
Kirkpatrick Middle School	Wedgwood 6 th Grade School
Wedgwood Middle School	

RATIONALE:

Northridge Construction Group/Basecom Joint Venture has completed all work as required per the terms of their construction contract, work has been inspected by all architect firms and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP.

INFORMATION SOURCE:

Vicki Burris

CONSENT AGENDA ITEM
BOARD MEETING
April 27, 2021

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR FURNITURE REMOVAL AND DISPOSAL SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

The 2017 Capital Improvement Program (CIP) is modernizing portions of the high school campuses with new furniture that better supports the District’s teaching and learning philosophy. Southwest High School, North Side High School, O.D. Wyatt High School, Amon Carter-Riverside High School, Trimble Tech High School, Arlington Heights High School, Paschal High School, Diamond Hill-Jarvis High School and Tanglewood Elementary are scheduled to receive orders of new furniture over the summer break.

In preparation for these installations to occur, the existing furniture needs to be removed from the campuses. The existing furniture has reached its “end of life cycle” and the District is not intended to be repurposed. Therefore, CIP will handle the inventory, removal, and disposal of the existing furniture through a service provider.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Furniture Removal and Disposal Services for the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Furniture Removal and Disposal Services for the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Furniture Removal and Disposal Services for the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6299-OSR-XXX-99-000-XXXXXX

COST:

\$700,000

VENDOR:

MeTEOR Education, LLC

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

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Services obtained through the OMNIA Partners Contract #191810. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program	Southwest High School	North Side High School
O.D. Wyatt High School	Amon Carter- Riverside High School	Trimble Tech High School
Arlington Heights School	Paschal High School	Diamond Hill-Jarvis High School
Tanglewood Elementary School		

RATIONALE:

Due to the extensive number of renovations included in the 2017 Capital Improvement Program, it is recommended to use these moving services by utilizing a service provider on the purchasing cooperative contract. Furniture removal and disposal services are necessary to support these campuses. Approval of the service provider for these services and authorizing CIP to enter into contracts will assist the District in maintaining construction schedules within the 2017 CIP projects.

INFORMATION SOURCE:

Vicki Burris
Art Cavazos

Quote ID	Terms	Quote Contact	Site Contact
73073-01 02/23/2021	Net 30 Days Prices Good Through 03/25/2021	Jordan Lockhart / cell: 817-360-3426 / jlockhart@meteoreducation.com	Matt Tanner / 8178148000 / matttanner@procedeogroup.com

All American Worldwide, Inc		CP Quote #2019	Discount: Net%	Install: 0%	Freight: 0%
No.	Qty.	Model No. / Description	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * Labor for furniture removal	\$3,676.00	\$3,676.00	\$3,676.00
All American Worldwide, Inc Subtotal:					\$3,676.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - Zone 1 Installed #R191810	Discount: Net%	Install: NET	Freight: 0%
No.	Qty.	Model No. / Description	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - SOUTHWEST HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required	\$3,751.00	\$3,751.00	\$3,751.00
IRN - INSTITUTION RECYCLING NETWORK INC Subtotal:					\$3,751.00

Quote Totals:	
Product:	\$7,427.00
Install:	\$0.00
Freight:	\$0.00
[---] Sales Tax at 8.250%:	\$0.00
Total:	\$7,427.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 03/25/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature _____

Date _____

Quote ID	Terms	Quote Contact	Site Contact
73073-02 03/08/2021	Prices Good Through 07/01/2021	Jordan Lockhart / cell: 817-360-3426 / jlockhart@meteoreducation.com	Matt Tanner / 8178148000 / matttanner@procedeogroup.com

All American Worldwide, Inc		CP Quote #2019	Discount: Net%	Install: 0%	Freight: 0%
No.	Qty.	Model No. / Description	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * Labor for furniture removal	\$11,028.00	\$11,028.00	\$11,028.00
All American Worldwide, Inc Subtotal:					\$11,028.00

IRN - INSTITUTION RECYCLING NETWORK INC		CP Quote #2012	Discount: Net%	Install: NET	Freight: 0%
No.	Qty.	Model No. / Description	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - SOUTHWEST HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required	\$11,253.00	\$11,253.00	\$11,253.00
IRN - INSTITUTION RECYCLING NETWORK INC Subtotal:					\$11,253.00

Quote Totals:	
Product:	\$22,281.00
Install:	\$0.00
Freight:	\$0.00
[---] Sales Tax at 8.250%:	\$0.00
Total:	\$22,281.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 03/25/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature _____

Date _____

Quote ID	Terms	Quote Contact	Site Contact
73541-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Diana Robles / 4803411529 / drobles@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 40 Rooms (1st ,2nd ,3rd floors) / 3 Double Portables/ 1.5 Connex's	\$0.00	\$0.00	\$0.00
					All American Worldwide, Inc \$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - NORTH SIDE HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/-1,500 pieces. 5 containers for inside, 2 for conex/portables, 7 total	\$29,078.00	\$29,078.00	\$29,078.00
					IRN - INSTITUTION RECYCLING NETWORK INC \$29,078.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$750.00	\$750.00	\$750.00
					MISCELLANEOUS \$750.00

TOTALS	
Product:	\$29,828.00
Install:	\$45,150.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$74,978.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

350

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73544-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Diana Robles / 4803411529 / drobles@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 110 Rooms / 7 Portables	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - OD WYATT HIGH SCHOOL * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/-3,200 pieces. 10-11 containers inside, 3-4 for the conexas. 15 total max	\$62,310.00	\$62,310.00	\$62,310.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$62,310.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$1,765.00	\$1,765.00	\$1,765.00
MISCELLANEOUS					\$1,765.00

TOTALS	
Product:	\$64,075.00
Install:	\$80,295.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$144,370.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

351

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73534-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	John Horton / 4693371026 / johnhorton@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 22 Portables/ 2 Connex	\$0.00	\$0.00	\$0.00
					All American Worldwide, Inc \$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - AMON CARTER RIVERSIDE HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/- 700 pieces. 2 containers for inside, 5 for portables/conex. 7 total	\$29,078.00	\$29,078.00	\$29,078.00
					IRN - INSTITUTION RECYCLING NETWORK INC \$29,078.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$370.00	\$370.00	\$370.00
					MISCELLANEOUS \$370.00

TOTALS	
Product:	\$29,448.00
Install:	\$12,023.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$41,471.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

352

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73540-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Harold Leeman / 8172668168 / haroldleeman@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 119 Rooms (1st ,2nd ,3rd floors) / 2 Connex's	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - TRIMBLE TECHNICAL HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/- 5,000 pieces. 12 containers altogether. 10 inside, max 2 for conexas	\$49,848.00	\$49,848.00	\$49,848.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$49,848.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$1,471.00	\$1,471.00	\$1,471.00
MISCELLANEOUS					\$1,471.00

TOTALS	
Product:	\$51,319.00
Install:	\$67,210.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$118,529.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

353

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73539-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Harold Leeman / 8172668168 / haroldleeman@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 79 Rooms / 3 Portables	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - ARLINGTON HEIGHTS HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/- 2,600 pieces. 8 containers altogether. 7 for inside, 1 max for portables.	\$33,232.00	\$33,232.00	\$33,232.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$33,232.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$445.00	\$445.00	\$445.00
MISCELLANEOUS					\$445.00

TOTALS	
Product:	\$33,677.00
Install:	\$44,265.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$77,942.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

354

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73538-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Alejandro Gonzalez / 2107234895 / alejandrogonzalez@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 96 Rooms (1st ,2nd floors) / 5 Connex's	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - PASCHAL HIGH SCHOOL * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/-3,400 pieces. 8 containers for inside, 4-5 for conexes, 13 total max	\$54,002.00	\$54,002.00	\$54,002.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$54,002.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$750.00	\$750.00	\$750.00
MISCELLANEOUS					\$750.00

TOTALS	
Product:	\$54,752.00
Install:	\$64,265.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$119,017.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

355

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73545-02 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Stoney Crump / 4693018104 / stoneycrump@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 7 Rooms	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM - DIAMOND HILL-JARVIS HS * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * 7 classrooms	\$4,154.00	\$4,154.00	\$4,154.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$4,154.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$370.00	\$370.00	\$370.00
MISCELLANEOUS					\$370.00

TOTALS	
Product:	\$4,524.00
Install:	\$5,150.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$9,674.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

356

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
73542-01 03/24/2021	Prices Good Through 07/01/2021	Kim Madewell / cell: 8006997516 / kmadewell@meteoreducation.com	Diana Robles / 4803411529 / drobles@procedeogroup.com

All American Worldwide, Inc		CP Quote 2019	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	INSTALLATION SERVICES ALL AMERICAN WORLDWIDE TO COMPLETE INSTALLATIONS * 10 Rooms	\$0.00	\$0.00	\$0.00
All American Worldwide, Inc					\$0.00

IRN - INSTITUTION RECYCLING NETWORK INC		OMNIA/Region 4 - All Zones R191810	Discount: Net%	Install: NET	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	FURNITURE REDISTRIBUTION IRN CHARITABLE REUSE PROGRAM -TANGLEWOOD ES * On-site management (including travel and expenses) * Identification and coordination with charitable outlets * Fulfillment of shipping and customs requirements * Tonnage tracking and reporting, project completion report * Trailers and/or containers dispatched for domestic and/or international shipment domestic and international transportation * Recycling of any materials not suitable for reuse * Local storage, warehousing, and handling if/as required * +/-112 pieces, 1 container	\$4,154.00	\$4,154.00	\$4,154.00
IRN - INSTITUTION RECYCLING NETWORK INC					\$4,154.00

MISCELLANEOUS		CP Quote 2011	Discount: Net%	Install: 0%	Freight: 0%
Item					
No.	Qty	Model No. Desc	List Price	Your Price	Ext. Price
1	1	DISPOSAL FEE DISPOSAL FEE * Disposal Fee	\$370.00	\$370.00	\$370.00
MISCELLANEOUS					\$370.00

TOTALS	
Product:	\$4,524.00
Install:	\$5,150.00
Freight:	\$0.00
Tax:	\$0.00
Total:	\$9,674.00

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to MeTEOR at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to MeTEOR, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 07/01/2021.

I have verified that all products, quantities, specifications and colors on this quote are correct.

357

Signature

Date

Statutory Requirements

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

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

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

“This notice is posted and filed in compliance with the Open Meetings Law on April 23, 2021 at 12:00 p.m..”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**