

*Board of Education
Regular Meeting
January 26, 2021*



Regular Meeting via Webinar

Notice is hereby given that on Tuesday, January 26, 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/86404378825?pwd=Sy90UGtHZUFzTXhoeXVhbE5vQXgwZz09> Passcode: (906512). 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, January 25, 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: 864 0437 8825

International numbers available: <https://us02web.zoom.us/j/86404378825>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - 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. School Board Appreciation Month
- B. Texas Holocaust Remembrance Week

5. LONE STAR GOVERNANCE

- A. Goal 3: College, Career, and Military Readiness Progress Update

6. REPORTS/PRESENTATIONS

- A. COVID-19 Update
- B. Academic Programs, Boundary and Facility Updates

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 member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

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4. Approve Purchase of Perkins Reserve Grant Consultant, Insurance, Equipment, Supplies, and Competition Fees	51
5. Approve Purchase of CTE Agriculture Equipment and Supplies	54
6. Approve Purchase of Literacy Learning Systems Software and Training	57
7. Approve ACT College and Career Readiness Master Services Agreement	61
8. Approve Bilingual Programming for the Leadership Academies at Como, Maude I. Logan, and Mitchell Boulevard Elementary Schools	65
C. Approve Findings Regarding the Agreement Renewal for Tax Collection Services	73

D. Approve Addendum Exercising Option to Renew Agreement for Tax Collection Services	76
E. Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and JPS Health Network	80
F. Approve Application to Renew Community Travel Innovative Course	95
G. Approve Budget Amendment for the Period Ended December 31, 2020	97
H. Approve 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar	102
I. Approve First Reading-Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)	106
J. Approve District Teaching Permit for Non-Core CTE Courses	125
K. Approve Adoption of Resolution and Order of Election	127
L. Approve Resolution and Order for Election Services for the May 1, 2021 Fort Worth ISD Board of Education Election	132
M. Approve Minutes of the January 10 and March 6, 2020 Facility Master Plan Committee Meetings	135

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
 - 2. Discussion Regarding Proposed Resolution of EEOC Charge No.: 31A-2020-00036
- B. Deliberation Regarding Action Items Related to the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Certified Health Science Technology Teacher
 - 2. Certified Law Enforcement 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. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Proposed Termination of Certain Continuing Probationary Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Workforce Solution of Tarrant County Contract Amendment 141
- E. Approve Resolution Agreement EEOC Charge No.: 31A-2020-00036
- F. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic 145
- G. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing Lease of Real Property and Mineral Interests 148
- H. Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests 152
- I. Consider the Complaint Hearing of Suzanne Asfar (convene in closed session, if necessary)
 - 1. 10 Minutes - Presentation by Employee and/or Representative
 - 2. 10 Minutes - Presentation by District Representative
 - 3. 10 Minutes - Questions from Board Members
 - 4. 15 Minutes - Board Deliberation (in closed session)
 - 5. Render Decision, if any, on the Complaint Hearing (in open session)

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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 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 December 8, 2020.

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 December 8, 2020 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 Board Complex, 2903 Shotts Street, Fort Worth, Texas and via Zoom.

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 December 4, 2020 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING DECEMBER 8, 2020

I, Faye Daniels of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 4, 2020, 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 December 4, 2020.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

Jacinto Ramos
Tobi Jackson
Quinton Phillips
Daphne Brookins
C.J. Evans
Anne Darr
Norman Robbins
Anael Luebanos
Ashley Paz

The following administrators were present:

Dr. Kent Scribner, Superintendent
Michael Ball, Chief Financial Officer
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Karen Molinar, Deputy Superintendent
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Legal Services
David Saenz, Chief Innovation Officer
Kermit Spears, Chief Talent Office
Cherie Washington, Chief of Secondary Schools

Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

The pledges were led by Clint Bond.

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:

Steven Poole

Marilyn Christopherson - Clint Bond read statement

4. REPORTS/PRESENTATIONS

- A. Comprehensive Annual Financial Report for the Year Ended June 30, 2020

Dr. Scribner introduced Mike Ball, Chief Financial Officer, gave this report.

- B. COVID-19 Update

Deputy Superintendent, Karen Molinar gave this report. Topics discussed are listed below:

PPE and COVID-19 Training

District Enrollment - 77,108 as of 12/7

COVID-19 Case Trends

Staffing Impact - Teacher absences

TEA Guidelines - Attendance and Enrollment

New CDC Recommendation - Options to Reduce Quarantine to 10 days, instead of 14 days

Mitigation Strategies

- C. Lone Star Governance: Early Literacy and Early Math

Dr. Scribner introduced Chiefs Jerry Moore, Raul Pena and Cherie Washington and Associate Superintendent, Sara Arispe.

Sara Arispe discussed the following:

Goal Progress Measures:

2.1 - GPM 2.2, MAP Growth Gr. 1-3 Mean RIT Score

2.2 - MAP Growth Gr. 1-3 / % Projected to be a Meets Grade Level

2.3 MAP Growth Kindergarten

Goal 1: Early Literacy

GPM - 1.1 Circle

GPM - 1.2 - MAP Reading Fluency

GPM - 1.3 - MAP Growth Reading 10

NWEA - Math and Reading Forecast

Unfinished Learning and Gaps in Learning

Difference Between Achievement and Growth?

COVID Impact: Changes in Math Achievement - Fall 2019 to Fall 2020

COVID Recovery - Fall 2020 to Spring 2021 Covid Recovery: Four Themes for Fall Data

District Supports and Goal Priorities (Jerry Moore, Raul Pena, Cherie Washington)

Instructional and Literacy Frameworks/Professional Learning

Assessment Planning

Differentiated Support

Instructional Leadership

Literacy Framework - Fundamental Four

1) Knowledge of Words and Word Parts

2) Oral Reading Fluency

3) Comprehension

4) Writing

Literacy Framework - Disciplinary Literacy

Professional Learning: Reading Academies

Flex Day Re-Design

Assessment Planning (Raul Pena)

Differentiated Support

Instructional Leadership: (Cherie Washington)

Instructional Leadership Team

Campus Based Professional Learning

Professional Learning Communities (PLC)

Engagement:

Campus Support

District Support

Out of School Time Support

5. DISCUSSION AND ACTION AGENDA ITEM

Dale Latham, Lone Star Governance Coach from Region XI, guided the Board with their quarterly progress review.

A. Approve Lone Star Governance Quarterly Board Progress Review

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve Lone Star Governance Quarterly Board Progress Review.

The motion was unanimously approved.

6. DISCUSSION OF CONSENT AGENDA ITEMS

Mr. Ramos stated agenda item 7. B.11. Approve Purchase of Library Books at Maudrie M. Walton Elementary School, was being pulled.

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

A. Board of Education Meeting Minutes

1. Regular Minutes - November 10, 2020
2. Special Minutes - November 16, 2020

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

1. Approve Equitable Services for Private Nonprofit Schools as Part of the Elementary and Secondary School Emergency Fund Authorized by the CARES Act
2. Approve Authorization of Superintendent to Purchase HVAC Equipment, Installation and Services to Increase Ventilation at Identified Campuses
3. Approve Purchase of Bipolar Ionizers for Elementary Campuses with Rooftop Air Conditioning Units
4. Approve Purchase of Public Address System and Cabling for Dolores Huerta Elementary School
5. Approve Purchase of 15 School Buses
6. Approve Purchase of CTE Health Science Technology Equipment and Supplies
7. Approve Purchase of Furniture, Equipment, and Supplies for the Leadership Academy Networks
8. Approve Purchase of Literacy Materials for the Leadership Academy at Como Elementary School
9. Approve Purchase of a Student-Centered Literacy Resource for Elementary Students
10. Approve Purchase of English Literacy Materials for Grade 2 Dual Language Classrooms
11. Approve Purchase of Library Books at Maudrie M. Walton Elementary School

12. Ratification of Purchase for Restoration Services at Maudrie M. Walton Elementary School
 13. Approve Ratification and Purchase of Azure Services
 14. Approve Amendment of the College Board Pathway Contract for the 2020-2021 School Year
 15. Approve License Agreement to Provide Conceptual Math Resources, Software and Professional Development
 16. Approve Memorandum of Understanding Between Fort Worth Independent School District and Unbound Fort Worth
 17. Approve Memorandum of Understanding Between Fort Worth Independent School District and 3Strands Global Foundation
 18. Approve Memorandum of Understanding Between Fort Worth Independent School District and Lynn W. Ross Juvenile Detention Center
- C. Approve Memorandum of Agreement Between Fort Worth Independent School District and MHMR of Tarrant County - Tarrant County Youth Recovery Campus
- D. Approve Memorandum of Agreement Between Fort Worth Independent School District and Willoughby House
- E. Approve Memorandum of Understanding Between Fort Worth Independent School District and Helen Keller International to Provide Vision Services to Students in Elementary Schools
- F. Approve Memorandum of Understanding Between Fort Worth Independent School District and Essilor Vision Foundation to Provide Vision Services to Students in Elementary Schools
- G. Approve Agreement with University United Methodist Church for Visitor Parking for Paschal High School
- H. Approve Budget Amendment for the Period Ended November 30, 2020
- I. Approve Appraisers for the T-TESS Appraisal System Certified Since November 10, 2020
- J. Approve Minutes of the July 19, 2020 Citizens' Oversight Committee Meeting for the

2017 Capital Improvement Program

- K. Approve Budget Increase of Remaining Funds from the 2013 Capital Improvement Program Construction Reserves for Rosemont Middle School and Rosemont 6th Grade Restroom Renovations
- L. Approve Ratification of Oncor Electric Delivery Company Easement and Right-of-Way Agreement for Young Men's Leadership Academy Addition for Job No. 083-131 in Conjunction with the 2017 Capital Improvement Program
- M. Approve Proposal and Authorize the Superintendent or Designee to Negotiate and Enter into a Contract with a Licensed Public Insurance Adjuster
- N. Approve Authorization to Enter into Contracts for Furniture Removal and Disposal Services for the 2017 Capital Improvement Program

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

9:07 p.m. recessed for executive session

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding Action Items Related to 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)
 - 1. Triennial Security Audit Board Briefing
- D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened in open session at 9:53 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve CONSENT AGENDA WITH THE EXCEPTION OF ITEM 7.B.11, WHICH WAS PULLED.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

Agenda Item 7.B.11. Approve Purchase of Library Books at Maudrie M. Walton Elementary School was removed.

13. ACTION AGENDA ITEMS

A. Approve Recommendation to Propose Termination of Teachers' Probationary Contracts Under Chapter 21 of the Texas Education Code

No action was taken on this item.

B. Approve Recommendation to Propose Suspension of Teachers Without Pay Pursuant to Section 21.104(b) of the Texas Education Code

No action was taken on this item.

C. Approve Memorandum of Understanding Between Fort Worth Independent School District and MyPHI, LLC

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve Memorandum of Understanding Between Fort Worth Independent School District and MyPHI, LLC.

The motion was unanimously approved.

D. Approve Waiving First Reading-Revisions to Board Policy FFG(LOCAL)

Motion was made by Ashley Paz, seconded by Quinton Phillips, to approve Waiving First Reading-Revisions to Board Policy FFG(LOCAL).

The motion was unanimously approved.

E. Approve 2020-2021 Targeted Improvement Plans

Motion was made by Tobi Jackson, seconded by Daphne Brookins, to approve 2020-2021 Targeted Improvement Plans.

The motion was unanimously approved.

F. Approve Comprehensive Annual Financial Report for the Year Ended June 30, 2020

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Comprehensive Annual Financial Report for the Year Ended June 30, 2020.

The motion was unanimously approved.

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

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

The motion was unanimously approved.

The vote was 8 - yes and 1-abstention by Anael Luebanos, as his wife is an employee of the District.

H. Consider the Level III Grievance of Yolanda Veloz (convene in closed session, if necessary)

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

The meeting was reconvened in open session at 11:18 p.m.

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve to Uphold the Administration's Decision and Deny the Relief Sought by Ms. Veloz.

The motion was unanimously approved.

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

- Tobi Jackson
- Quinton Phillips
- Anne Darr
- Daphne Brookins
- Ashley Paz

Anael Luebanos
Dr. Kent Scribner

15. ADJOURN

The meeting was adjourned at 11:20 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 January 12, 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 January 12, 2021 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 05:30 p.m. 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 January 8, 2021 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JANUARY 12, 2021

I, Faye Daniels of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 8, 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 January 8, 2021.

/s/ Faye Daniels
Executive Secretary
Board of Education

-
1. 5:30 PM – CALL TO ORDER BOARD WORKSHOP – WEBINAR Join the live broadcast from either Spectrum (Charter) Channel 192, the Fort Worth ISD Live channel on YouTube or the link above.

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Michael Ball, Chief of Business and Financial Services
Clint Bond, Executive Director of External & Emergency Communications
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations & Technology
Barbara Griffith, Senior Communications Officer
Karen Molinar, Deputy Superintendent
Jerry Moore, Chief Academic Officer
Aaron Munoz, Chief Internal Auditor
Raul Pena, Chief of Elementary Schools

Cynthia Rincon, Chief of Risk, Ethics and Compliance Management
David Saenz, Chief Innovation Officer
Kermit Spears, Chief Talent Officer
Cherie Washington, Chief of Secondary Schools

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. RECOGNITIONS

- A. Tarleton State University and Fort Worth ISD Partnership

Dr. Scribner introduced Dr. James Hurley, President of Tarleton State. Dr. Hurley discussed the partnership with Fort Worth ISD and the opportunities available to our students to attend Tarleton.

4. REPORTS/PRESENTATIONS

- A. Internal Audit Update

Dr. Scribner turned the meeting over to Aaron Munoz, Chief Internal Auditor, for an Internal Audit Department Processes and Procedures Update.
Topics discussed were as follows:

Internal Audit Introduction
Internal Audit Annual Plan
Annual Risk Assessment (gave ex. of Risk Assessment)
Annual Audit Plan
2020-2021 Audit Activity
Audit Committee Presentations
Information Distribution

5. RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION- WEBINAR

The meeting was recessed at 6:20 p.m. for closed session.

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

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

- B. Deliberation Regarding Action Items Related to the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action but Not Limited to 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)

7. RECONVENE IN BOARD WORKSHOP – WEBINAR

The meeting was reconvened in open session at 8:23 p.m. All Board members present except Ashley Paz.

8. ADJOURN

The meeting was adjourned at 8:24 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
January 26, 2021**

**TOPIC: **APPROVE PURCHASE OF PERSONAL PROTECTIVE
EQUIPMENT****

BACKGROUND:

The Personal Protective Equipment (PPE) purchase ensures that the District will be able to continue to supply the necessary PPE materials to campuses and other District locations for the rest of this school year. Items that are part of the District’s Campus PPE plan will once again be purchased for the spring semester. The purchase includes: disposable masks, reusable cloth masks, face shields, disinfectant spray, disinfectant wipes, hand sanitizer, paper towels and gloves.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Personal Protective Equipment
2. Decline to Approve Purchase of Personal Protective Equipment
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Personal Protective Equipment

FUNDING SOURCE

Additional Details

General Fund

199-51-6399-C19-999-99-456-000000

COST:

\$1,845,603.90

VENDOR:

Aramark.....	\$360,223.50
Cintas.....	\$359,670.00
M.A.N.S.....	\$588,987.40
Pollock.....	\$477,263.00
School Health.....	\$59,460.00

PURCHASING MECHANISM

Interlocal Agreements

These purchases are in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Aramark - Buyboard Contract #587-19, M.A.N.S. - Buyboard Contract #569-18 and Cintas - Omina Partners Contract #R-BB-19002.

Bid/Proposal Statistics

Bid Number: 20-040
Number of Bid/Proposal received: 225
HUB Firms: 15
Compliant Bids: 224
Vendor: School Health

Bid Number: 20-011
Number of Bid/Proposal received:25
HUB Firms:10
Compliant Bids: 25
Vendor: Pollock

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 supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Schools and Facilities

RATIONALE:

The purchase of supplies to be used as personal protective equipment for the spring semester is crucial to providing a safe environment for the students and employees of the District.

INFORMATION SOURCE:

Art Cavazos

Direct Sales Price Quote Prepared for:
Fort Worth Independent School District



Item #	Description	Color(s)	Sizes	Quantity	Discounted Price	Line Total
91476	Yout Reusable Face Mask with Adjuster	Black	1SZ	182,000	\$ 1.95	\$354,900.00
	Shipping & Handling			1	1.5%	\$5,323.50
Total						\$360,223.50

Quote Prepared By:
Simon Warren
 Direct Sale Executive
 1900 Empire Central
 Dallas TX 75235
 817-681-6663



Quotation

Cintas First Aid & Safety

Linda Bommarito
 Account Executive
 3100 St Hwy 161
 Grand Prairie, TX 75050
 214-704-8219

Prepared For:

FWISD
 David Contreras
 2808 Tillar
 Dallas, Texas

Contract 16-082
 10300430

Date: 12/8/2020

Quote is good for 90 days

Product Number	Product Description	Unit Price	Quantity	Extended Price
617726	3 Ply Disp Non-Medical Mask / BOX	\$5.00	24,500	\$122,500.00

Service Charge

Subtotal \$122,500.00

Pending applicable tax

Not an Invoice

Signature _____

Customer hereby agrees to purchase all of the items listed above in the noted quantities and at the listed prices. Customer will not be invoiced until the items are delivered and will be subject to the usual payment



Quotation

Cintas First Aid & Safety

Linda Bommarito
Account Executive
3100 St Hwy 161
Grand Prairie, TX 75050
214-704-8219

Prepared For:

FWISD

David Contreras
2808 Tillar
Dallas, Texas

Contract 16-082
10300430

Date: 12/8/2020

Quote is good for 90 days

Product Number	Product Description	Unit Price	Quantity	Extended Price
617653	Children's General 3Ply Mask 50ct / BOX	\$6.41	37,000	\$237,170.00

Service Charge

Subtotal \$237,170.00

Pending applicable tax

Not an Invoice

Signature _____

Customer hereby agrees to purchase all of the items listed above in the noted quantities and at the listed prices. Customer will not be invoiced until the items are delivered and will be subject to the usual payment

M·A·N·S

DISTRIBUTORS, INC.

8 Dec 2020

AMENDED for 137,760 Pods

David Contreras
Fort Worth ISD
2808 Tillar St
Fort Worth TX 76107

David,

The following pricing is for Aqua ChemPac COVID killer refill pods we discussed earlier this morning.

Item #	Description	Per	Unit \$	Qty	Total
42328	Aqua ChemPac Disinfectant Red Pod	Case	\$538.20	287	\$154,463.40
	(40) Pods Per Jar, (12) Jars Per Case				
	(287) Cases = 137,760 Pods				

Price is **FOB** 2808 Tillar St. Fort Worth Texas

Customer is **TAX EXEMPT**

Please let me know if you have any questions.

Tim Mattingly
Customer Solutions

*****Please note at this time and to discourage hoarding of critical supplies, due to Market Conditions relating to the COVID-19 Outbreak, ALL SALES are FINAL and NO Returns may be processed related to Hand Sanitizer, Disinfectant Wipes, Chemicals and Cleaning Supplies*****

M·A·N·S

DISTRIBUTORS, INC.

8 Dec 2020

David Contreras
Fort Worth ISD
2808 Tillar St
Fort Worth TX 76107

David,
The following pricing is for the Multi-Fold Paper Towels we discussed.

Description	Per	Unit \$	Qty	Extd \$
First Choice White Multi-Fold Paper Towel	Case	\$17.62	5200	\$91,624.00
250 Towels Per Pack, 16 Packs Per Case				

Price is **FOB** 2808 Tillar St. Fort Worth Texas

Customer is **TAX EXEMPT**

Please let me know if you have any questions.

Tim Mattingly
Customer Solutions

*****Please note at this time and to discourage hoarding of critical supplies, due to Market Conditions relating to the COVID-19 Outbreak, ALL SALES are FINAL and NO Returns may be processed related to Hand Sanitizer, Disinfectant Wipes, Chemicals and Cleaning Supplies*****

M·A·N·S

DISTRIBUTORS, INC.

8 Dec 2020

David Contreras
Fort Worth ISD
2808 Tillar St
Fort Worth TX 76107

David

Please see enclosed for the Flat Pack Disinfectant Wipes we discussed earlier today.

Item #	Description	Per	Unit \$	Qty	Total
TBD	Alcohol Antibacterial Wipes (50 Wipes Per Pack)	Pack	\$2.25	152,400	\$342,900.00
	Minimum 70% Alcohol Content. For Hands & Surfaces				

Price is **FOB** 2808 Tillar St. Fort Worth Texas

Customer is **TAX EXEMPT**

Please let me know if you have any questions.

Tim Mattingly
Customer Solutions

*****Please note at this time and to discourage hoarding of critical supplies, due to Market Conditions relating to the COVID-19 Outbreak, ALL SALES are FINAL and NO Returns may be processed related to Hand Sanitizer, Disinfectant Wipes, Chemicals and Cleaning Supplies*****



Quote

December 14, 2020

Page 1

Inside Sales Contact: Susan Ritchie @ 972-337-3681

Email to: Susan.Ritchie@Pollock.com

Outside Contact : Trey Wall

Email to: Trey.Wall@Pollock.com

Customer: Fort Worth ISD

Customer Acct. Number: 10003913 BID # 20-011

Pricing will only be held for 90 days after the quote date.

Pollock Fax @ 972-262-4737

Item No.	Material Description	Pack per Unit	Price (\$)	Order Qty	Extended (\$) Amount
10167509	IVPF44100 GLOVEPLUS MED PWFR VINYL GLOVE	100/box	\$ 9.99	12900	\$128,871.00
10167550	IVPF46100 GLOVEPLUS LG PWFR VINYL GLOVE	100/box	\$ 9.99	23800	\$237,762.00
Order total: \$366,633.00					Reference 20-011



1 Pollock Place, Grand Prairie, TX 75050
Phone (972) 263-0205, Fax (972) 262-4737

Customer 10003913
FORT WORTH ISD
100 NORTH UNIVERSITY DRIVE
FORT WORTH, TX 76107-1360

Information
Quote Date: 12/08/2020
Freight: Prepaid Freight
Pay Term: Net 30
Quoted by: TREY WALL - DFW
trey.wall@pollock.com

Material	Description	Price	per	UoM
10164366	HS-128 1GAL INSTANT HAND/SAN Size/Dimension: 1 GALLON @ 4 CASE Mfr.Part#: HS-128 Pack: 4 4 gallons per case. Total 6,808 gallons quoted.	110,630.00	1,702	CS
Notes:	Reference 20-011 Quote expires 03/08/2021			

QUOTE VALID FOR 30 DAYS. PRICING SUBJECT TO MARKET CHANGES AFTER EXPIRATION DATE. APPLICABLE SALES TAX NOT INCLUDED IN PRICING. ORDERS ARE SUBJECT TO \$7.50 FUEL SURCHARGE SUBJECT TO CHANGE WITHOUT NOTICE.

RETURNS MUST BE PRE-APPROVED AND ARE SUBJECT TO RESTOCKING AND FREIGHT CHARGES.



We Supply Your Future™

School Health Corporation
 5600 Apollo Drive
 Rolling Meadows, Illinois 60008
 P(866)323-5465 | F(800)235-1305
 schoolhealth.com

QUOTE

EXPIRATION DATE		QUOTE NO.	
02/18/21		3858130-00	
DATE	P.O. #	PAGE #	
11/20/20	FACE SHIELDS 11/20/20	1	

Attn: DAVID CONTRERAS
 Ship To:
 FT WORTH INDEPENDENT SCH DIST
 ACCOUNTS PAYABLE DEPARTMENT
 100 N UNIVERSITY STE NW 140-E
 FORT WORTH, TX 76107

Bill To:
 FT WORTH INDEPENDENT SCH DIST
 ACCOUNTS PAYABLE DEPARTMENT
 100 N UNIVERSITY STE NW 140-E
 FORT WORTH, TX 76107

QUOTE PREPARED BY	PHONE	EMAIL
Deliyah Flagg	866-323-5465	dflagg@schoolhealth.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
ISD REQUIRED	SCHOOL HEALTH	UPS GROUND		DUE ON RCPT

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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CUSTOMER NOTE:

Due to the Coronavirus (COVID-19) outbreak, inventory levels will fluctuate for infection control products. Please check on estimated fulfillment time when placing orders – all sales will be final.

CUSTOMER NOTE:

CONTRACT 20-040

FREE SHIPPING ON ORDERS OVER \$125.00

1	1020149 ECONOMY FACE SHIELD 25/BX THIS PRODUCT IS NON-RETURNABLE.	1982	BX	30.00	BX	0.00	59460.00
---	---	------	----	-------	----	------	----------

Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as ****Shipping Direct From Manufacturer**** or ****Oversized (O/S) Item****. Costs for ****Oversized (O/S) Item**** are shown with your order totals. Delivery times for items ****Shipping Direct From Manufacturer**** vary. For specific delivery time, call customer care at 866-323-5465.

1 Lines Total	Sub Total	59460.00
	Invoice Total	59460.00

Tax ID Number: 36-2425385

To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.



Administration

Reports

Shopping Cart

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Vendor Contract Information

Back

Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

Aramark Uniform & Career Apparel, LLC[X]

Price Range

Show all prices

Category

None Selected

Contract

Uniforms and Accessories[X]

Vendor Name: Aramark Uniform & Career Apparel, LLC

Address: 115 North First Street
Burbank, CA 91502

Phone Number: (818) 973-3700

Extension: 713119

Email: hinton-andrew@aramark.com

Website: <http://www.aramarkuniform.com>

Federal ID: 23-2816365

Contact: Andrew Hinton

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Uniforms and Accessories

Contract#: 587-19

Effective Date: 06/01/2019

Expiration Date: 05/31/2022

Payment Terms: Net 30 days

Delivery Days: 16

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: BUYBOARD2018

Additional Dealers: Aramark Uniform & Career Apparel, West Monroe LA

[Additional Resources](#)

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919

Click to expand menu ▾
OVERVIEW
CONTRACT DOCUMENTATION
COVID-19 RESOURCES
UNIFORM RENTAL
UNIFORM PURCHASE
FACILITY SERVICES
FIRST AID AND SAFETY
FIRE PROTECTION
RESOURCES

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract’s approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Facilities Management Products and Solutions

Prince William County Public Schools, VA



Initial term, December 13, 2018 to October 31, 2023.

Option to renew for (2) additional (2) year periods.

Executive Summary

- [Uniform Guidance](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Response Evaluation and Notice of Award](#)
- [AZ Compliance](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Amendment](#)
- [Proof of Publication](#)

REQUEST CONTRACT
INFORMATION

COVID-19 RESOURCES





Vendor Contract Information Summary

Vendor Name M.A.N.S. Distributors, Inc.
Contact Sadhna Patel
Phone Number 9729300330
Email sadhna@mans.us
Website www.mans.us
Federal ID 75-2664331
Accepts RFQs Yes
Address Line 1 3120 Kellway
Vendor City Carrollton
Vendor Zip 75006
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 Yes
Women Owned Yes
Certificate Number 1752664331100
Certifying Agency State of Texas / Texas Comptroller of Public Accounts
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE Yes
Regions Served All Texas Regions
States Served All States
Contract Name Custodial Supplies and Equipment
Contract # 569-18
Effective Date 10/01/2018
Expiration Date 09/30/2021
Quote Reference Number 569-18

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE PURCHASE OF PARTS AND SERVICES TO REPAIR
CLASSROOM INTERACTIVE WHITEBOARDS**

BACKGROUND:

Interactive whiteboards (IWBs) continue to be an essential tool in classrooms across the District. Many IWBs are now 10 or more years old, out of warranty and in need of repair. The replacement parts needed include: projectors, cables, speakers, projector bulbs, filters, and remotes. These replacement parts will be used to complete current IWB service tickets and for continuing repair requests the remainder of this school year. The request includes hourly labor costs so that the repair work can be performed by third party technicians to shorten the repair timeline.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Parts and Services to Repair Classroom Interactive Whiteboards
2. Decline to Approve Purchase of Parts and Services to Repair Classroom Interactive Whiteboards
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Parts and Services to Repair Classroom Interactive Whiteboards

FUNDING SOURCE

Additional Details

TRE	198-11-6396-001-XXX-11-423-000000.....\$81,784.60
	198-11-6299-001-XXX-11-423-000000.....\$111,050.00

COST:

\$192,834.60

VENDOR:

ProComputing

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Interlocal Purchasing System Contract #200904. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Elementary Schools
Middle Schools

RATIONALE:

By repairing interactive whiteboards, this presentation tool will be available to teachers and elementary and middle school students.

INFORMATION SOURCE:

Art Cavazos



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 136893
DOC. TYPE: SQ
DATE: 12/14/2020
SHIP VIA:

REP: FRANKS, JUSTIN

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

SHIP TO: FORT WORTH ISD
2808 TILLAR STREET
WAREHOUSE
FORT WORTH, TX 76107
PH. (817) 871-2123

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
DW884ST	Vivitek ProAV Projector EDUCATION / VALUE WXGA Resolution 3600 Lumens 0.521:1 Lens 5yr P&L/5yr Adv.	75	\$595.00	\$44,625.00
TIPS	TIPS Contract Number 200904	1	\$0.00	\$0.00

Sub-Total:	\$44,625.00
Tax:	\$0.00
Total:	\$44,625.00

FOR ELECTRONIC INVOICING:

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

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

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



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 136895
DOC. TYPE: SQ
DATE: 12/14/2020
SHIP VIA:

REP: FRANKS, JUSTIN

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

SHIP TO: DIVISION OF TECHNOLOGY WHSE
ROBERT EVANS
2821 CULLEN STREET
FORT WORTH, TX 76107-1305
PH. (817) 814-3214

Account:	100396	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
Service Parts					
HDMI-35	(HDMI/HDMI (male) cable Black color, 35FT 26AWG	80	\$49.00	\$3,920.00	
HDMI-025	25' HDMI Cable 24AWG High Speed	80	\$35.00	\$2,800.00	
10008	25' 3.5mm M/M, Cable	100	\$8.00	\$800.00	
5440	15ft USB 2.0 A Male to B Male 28/24AWG Cable (Gold Plated)	40	\$9.99	\$399.60	
11003	16FT USB 1.1 ACTIVE EXTENSION CABLE AA M/F	40	\$19.00	\$760.00	
LP-2020TI	Lepai LP-2020TI Digital Hi-Fi Audio Mini Amplifier with Power Supply	80	\$29.00	\$2,320.00	
ASB-40-2	Promethean ActivSoundBar - For use with current versions of ActivBoard Touch & ActivPanel Range. Mou	20	\$139.00	\$2,780.00	
EST-P1-LAMP	Promethean ActivSoundBar				
BOSTONST-HEF	Replacement lamp for EST-P1 projector	20	\$99.00	\$1,980.00	
BOSTON-710	BL Boston Short Throw Projector Harsh Environment Filter	200	\$99.00	\$19,800.00	
TIPS	Boston P5/P6 Replacement Remote Control	20	\$80.00	\$1,600.00	
	TIPS Contract Number 200904	1	\$0.00	\$0.00	

Sub-Total:	\$37,159.60
Tax:	\$0.00
Total:	\$37,159.60

FOR ELECTRONIC INVOICING:

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

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

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ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 136894
DOC. TYPE: SQ
DATE: 12/14/2020
SHIP VIA:
REP: FRANKS, JUSTIN

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

SHIP TO: FORT WORTH ISD
100 N UNIVERSITY DR
FORT WORTH, TX 76107-1300
PH. (817) 871-2123

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
LABOR	Out of warranty service BLANKET PO FOR REPAIR OF OUT OF WARRANTY PROMETHEAN IWB'S July 2020 thru June 2021. FLAT RATE LABOR \$100/HR ANY REQUIRED PART 20% MARK UP FOR PARTS/FREIGHT FROM VENDOR COST, PROMETHEAN BOARD RELOCATIONS Relocation - Room to Room: \$285 Relocation - School to School: \$360	250	\$100.00	\$25,000.00
TIPS	TIPS Contract Number 200904	1	\$0.00	\$0.00

Sub-Total:	\$25,000.00
Tax:	\$0.00
Total:	\$25,000.00

FOR ELECTRONIC INVOICING:

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

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

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



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 136896
DOC. TYPE: SQ
DATE: 12/14/2020
SHIP VIA:

REP: FRANKS, JUSTIN

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

SHIP TO: ELEMENTARY SCHOOLS
FORT WORTH, TX 76110
PH. (817) 814-5500

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Elementary School classrooms:				
LABOR	A/V Troubleshooting Test, aligned projector and image. Measure brightness. Clean and/or replace filter. Reset Filter Counter Test and calibrate board Clean surface if needed Test Sound If Teacher Laptop available, perform software update if needed.	828	\$50.00	\$41,400.00
TIPS	TIPS Contract Number 200904	1	\$0.00	\$0.00

Sub-Total:	\$41,400.00
Tax:	\$0.00
Total:	\$41,400.00

FOR ELECTRONIC INVOICING:

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

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

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



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 136897
DOC. TYPE: SQ
DATE: 12/14/2020
SHIP VIA:

REP: FRANKS, JUSTIN

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

SHIP TO: MIDDLE SCHOOLS
FORT WORTH, TX 76110
PH. (817) 814-5500

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Middle School classrooms:				
LABOR	A/V Troubleshooting Test, aligned projector and image. Measure brightness. Clean and/or replace filter. Reset Filter Counter Test and calibrate board Clean surface if needed Test Sound If Teacher Laptop available, perform software update if needed.	893	\$50.00	\$44,650.00
TIPS	TIPS Contract Number 200904	1	\$0.00	\$0.00

Sub-Total:	\$44,650.00
Tax:	\$0.00
Total:	\$44,650.00

FOR ELECTRONIC INVOICING:

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

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

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



www.procomputing.com



ProComputing Services

**B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO:
sales@procomputing.com PO MUST REFERENCE TIPS CONTRACT NUMBER**

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	1160 Mustang Drive, Suite 500	NAME	Meredith Barton
CITY	DFW Airport	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	75261	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS Yes

HUB Yes

SERVING STATES

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

Overview

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

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190703	Video and Audio Equipment, Presentation Systems, Production	09/30/2022	No
200105	Technology Solutions Products and Services	05/31/2023	See EDGAR Certification Doc.
171001	Audio Visual Equipment, Supplies and Services	12/18/2020	No
200904	Audio Visual Equipment, Supplies, and Services	11/30/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

171001

Cherri McKinstry	President	(214) 420-8352	cherri@procomputing.com
Michael McKinstry	Vice President	(214) 420-8350	mckinstry@procomputing.com

190703

Cherri McKinstry	President	(214) 420-8352	cherri@procomputing.com
Michael McKinstry	Vice President	(214) 420-8350	mckinstry@procomputing.com

200105

Cherri McKinstry	President	(214) 634-2450	cherri@procomputing.com
Michael McKinstry	Vice President	(214) 634-2450	mckinstry@procomputing.com

200904

Cherri McKinstry	President	(214) 634-2450	cherri@procomputing.com
Michael McKinstry	Vice President	(214) 634-2450	mckinstry@procomputing.com



Printed 11 January 2021

www.procomputing.com



ProComputing Services

**B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO:
sales@procomputing.com PO MUST REFERENCE TIPS CONTRACT NUMBER**

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	1160 Mustang Drive, Suite 500	NAME	Meredith Barton
CITY	DFW Airport	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	75261	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS Yes

HUB Yes

SERVING STATES

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

Overview

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

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190703	Video and Audio Equipment, Presentation Systems, Production	09/30/2022	No
200105	Technology Solutions Products and Services	05/31/2023	See EDGAR Certification Doc.
200904	Audio Visual Equipment, Supplies, and Services	11/30/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

190703

Cherri McKinstry	President	(214) 420-8352	cherri@procomputing.com
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Michael McKinstry	Vice President	(214) 634-2450	mckinstry@procomputing.com

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

TOPIC: **APPROVE PURCHASE OF EMERGENCY MASS COMMUNICATION SYSTEM**

BACKGROUND:

An Emergency Mass Communication System (EMCS) is needed to provide notification to students and staff in the event of an emergency. The proposed system can send critical notifications through the following platforms: text message, phone, mobile application, Internet Protocol (IP)-based public address (PA) systems, and email. The EMCS will provide a secure and integrated notification platform to inform appropriate District personnel and first responders in the event of an emergency as part of the overall District emergency response plan. The purchase of this EMCS includes one (1) year of software user licensing, installation and training.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Emergency Mass Communication System
2. Decline to Approve Purchase of Emergency Mass Communication System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Emergency Mass Communication System

FUNDING SOURCE

Additional Details

TEA Grant	(Installation) 429-52-6299-09G-999-99-390-000000-20S08.....\$148,440.40 (License Fees) 429-52-6399-09G-999-99-390-000000-20S08.....\$45,935.30
-----------	---

COST:

\$194,375.70

VENDOR:

Netsync Network Solutions

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-042

Number of Bid/Proposals received: 9

HUB Firms: 2

Compliant Bids: 9

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

This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Purchase of the Emergency Mass Communication System will support the District's emergency response plan by providing critical notification in the event of an emergency.

INFORMATION SOURCE:

Art Cavazos

NETSYNC

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

QUOTE

AAAQ324915

Quote #:	AAAQ324915
Date:	12/17/2020
Valid for:	60 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District Mcdeny Mojica / 817-814-3031 mcdeny.mojica@fwisd.org	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 194,375.70
Singlewire Fusion Licensing					
1.0	SS-CPF-5	One-Time Onboarding Fee - TIER 5	1	3,840.30	3,840.30
2.0	SSF-1YR-USR-TIER 4	InformaCast Fusion - Fusion User - 1 Year Subscription - TIER 4	4000	6.60	26,400.00
3.0	SSF-1YR-MUA-TIER 5	InformaCast Fusion - Mobile User Add-On - 1 Year Subscription - TIER 5	8000	1.20	9,600.00
4.0	SSF-1YR-EPA-TIER 5	InformaCast Fusion - IP Endpoint Add-On - 1 Year Subscription - TIER 5	1150	5.30	6,095.00
Labor					
5.0	NET-PRO-SRVC	Installation & Deployment per SoW. UC: Voice NEW Install	4	37,110.10	148,440.40

Notes

Singlewire Implementation 1 YR

Licensing and pro services for 12,000 staff, 5,000 IP devices. Please reference SOW for additional licensing details. 1-Year subscription to be paid up-front. Pro services invoicing based on four Milestone payments. RFP# 21-042

Total	194,375.70
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	194,375.70

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE PURCHASE OF PERKINS RESERVE GRANT
CONSULTANT, INSURANCE, EQUIPMENT, SUPPLIES, AND
COMPETITION FEES****

BACKGROUND:

The Career and Technical Education Department was awarded a \$925,000 Perkins Reserve Grant from the Texas Education Agency for the purpose of continuing the work of the North Central Texas (NCTX) Aerial Robotics STEM Initiative from 2019-2020. Three RFPs were published in order to select an insurance provider, consultant for the project, and equipment and supplies. The bid evaluation team has selected the awardees for the three bids. These awardees will provide goods and services for Fort Worth ISD and its ten school district partners. Additionally, funds will be used to send students from all school districts to compete in a robotics competition in Spring 2021.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Perkins Reserve Grant Consultant, Insurance, Equipment, Supplies, and Competition Fees
2. Decline to Approve Purchase of Perkins Reserve Grant Consultant, Insurance, Equipment, Supplies, and Competition Fees
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Perkins Reserve Grant Consultant, Insurance, Equipment, Supplies, and Competition Fees

FUNDING SOURCE

Additional Details

Special Revenue	331-13-6299-XXX-XXX-22-721-000000-21F23.....\$50,000
	331-XX-6XXX-XXX-XXX-22-721-000000-21F23.....\$200,671
	331-XX-6XXX-XXX-XXX-22-721-000000-21F23.....\$519,329

COST:

Not-to-Exceed - \$770,000

VENDOR:

Higginbotham Insurance Agency.....(RFP 21-023)
 Empire Drone Co., LLC.....(RFP 21-024)
 Lab Resources, LLC.....(RFP 21-024)
 OnPoynt Aerial Solutions.....(RFP 21-024)
 PCS Edventures.....(RFP 21-024)
 PropelUAS Division of Evans Incorporated.....(RFP 21-024)
 Robotics Education & Competition Foundation.....(RFP 21-024)
 Dr. Linda Anderson.....(RFP 21-047)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistic

Bid Number: 21-023
 Number of Bid/Proposals received: 2
 HUB Firms: 0
 Compliant Bids: 2

Bid/Proposal Statistics

Bid Number: 21-024
 Number of Bid/Proposals received: 9
 HUB Firms: 0
 Compliant Bids: 9

Bid/Proposal Statistics

Bid Number: 21-047
 Number of Bid/Proposals received: 10
 HUB Firms: 0
 Compliant Bids: 10

The above bids/proposals have been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendors listed above have been selected to support these purchases. These purchases are EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Career and Technical Education

RATIONALE:

The successful NCTX Aerial Robotics STEM Initiative brings together eleven different school districts from around the region and is strengthened by the collaboration between secondary, post-secondary, intermediary, and industry partners. This specialization allows each district to select the equipment and services best suited for their program, resulting in the amount spent per vendor to fluctuate within the total amount allocated to all. The purchase of the consultant, insurance, equipment, supplies, and competition entry fees are necessary for the continuation of the North Central Texas Aerial Robotics STEM Initiative.

INFORMATION SOURCE:

David Saenz

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

TOPIC: APPROVE PURCHASE OF CTE AGRICULTURE EQUIPMENT AND SUPPLIES

BACKGROUND:

The current Agriculture Programs (Animal Science and Applied Agricultural Engineering) at Arlington Heights High School are being updated and enhanced to provide students with state-of-the-art technical and career training facilities. The programs will prepare students for the real-world working environment; as well as, provide students with an opportunity to obtain industry-based certifications. Equipment such as MIG (Metal Inert Gas) and SIG (Stud Inert Gas) welders, plasma cutter, gas cylinder storage, and various supporting equipment and supplies will be purchased.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of CTE Agriculture Equipment and Supplies
2. Decline to Approve Purchase of CTE Agriculture Equipment and Supplies
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of CTE Agriculture Equipment and Supplies

FUNDING SOURCE

Additional Details

TRE	198-11-6398-001-002-22-501-000000.....\$36,526.22
	198-11-6639-001-002-22-501-000000.....\$152,414.88

COST:

\$188,941.10

VENDOR:

AirGas

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 EPCNT Eagle Mountain - Saginaw Contract #1415-016-2021. 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

Arlington Heights High School

RATIONALE:

The purchase of the equipment and supplies is necessary for the efficiency of the Agricultural programs at Arlington Heights High School.

INFORMATION SOURCE:

David Saenz



an Air Liquide company

AIRGAS USA, LLC
 801 E NORTHSIDE DR
 FORT WORTH TX 76102-1017
 T: 817-877-0148
 F: 817-877-0153

QUOTATION

YOU CAN PLACE THIS ORDER
 ON WWW.AIRGAS.COM

Quote For: 2829448
 FT WORTH ISD/ARL HEIGHT H
 4501 WEST FWY
 FORT WORTH TX 76107

Sold To: 2184777
 ATTN AP DEPT
 FORT WORTH ISD
 100 N UNIVERSITY DR
 FORT WORTH TX 76107-1360
 T: 817-814-2000

Quote Number	2009608313
Quote Date	12/16/2020
Prepared By	Christopher Garwood
Contact Phone	+1 855-625-5285 EXT 7432
Account Manager	DEAN ARCHER
PO Number	
Release Number	
Ordered By	JENNIFER COLE 817.814.1530

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	JTR23007 LOCKER CYLINDER FOR 20 VERTICAL COMPRESSED GAS	C310	1	EA			1,517.58	EA	1,517.58
20	HYP088112 SYSTEM PLASMA PMX45 XP CSA HS 230V/75 DEGREE TORCH 20'	C310	2	EA			1,955.00	EA	3,910.00
30	CLIGENERIC CLEAN AIR AMIERICA INC WeldStation™ EVO™ Welding Booth 5' Main No Secondary 31101-5-4	C310	8	EA			12,753.19	EA	102,025.52
40	MILGENERIC MILLER ELECTRIC MFG LLC WELDER MILLERMATIC 252 60HZ 208/230V 30 AMP 1 PHASE SPOOLMATIC DUAL CYLINDER 951066	C310	8	EA			3,887.33	EA	31,098.64
50	MILGENERIC MILLER ELECTRIC MFG LLC WELDER MULTI-PROCESS XMT 350 CC/CV 208-575 20 SERIES MIG RUNNER 951786	C310	8	EA			6,298.67	EA	50,389.36

Incoterms	Airgas Truck
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	188,941.10
Sales Tax	0.00
Quote Total	188,941.10

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

TERMS AND PRODUCT PRICING ARE VALID UNTIL 01/14/2021

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas. Rental and lease charges are invoiced separately from gas purchases.

Airgas reserves the right to decline or cancel any order at any time prior to shipment. For more information about returns and cancellations, please visit us online at Airgas.com/terms-of-sale.

Comments :

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE PURCHASE OF LITERACY LEARNING SYSTEMS
SOFTWARE AND TRAINING****

BACKGROUND:

Fort Worth ISD (FWISD) student performance in literacy falls below both state and national averages and has become stagnant over the last four years. The average State of Texas Assessments of Academic Readiness (STAAR) scores on literacy exams from 2016-2019 reveal a 30-point performance gap between Black and White students and an 18-point gap between White and Latinx students. Current reading interventions implemented at middle schools have not yielded an increase in reading achievement on STAAR literacy exams for at-risk readers. Current data from low performing elementary campuses reveal the need for an intensive, foundational reading skills intervention. The purchase approved on October 20, 2020, covered all middle schools, elementary campuses with an F rating, and four Continuity grant campuses. FWISD has partnered with Read Fort Worth to purchase the literacy learning systems software and training for eleven additional elementary campuses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Literacy Learning Systems Software and Training
2. Decline to Approve Purchase of Literacy Learning Systems Software and Training
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Literacy Learning Systems Software and Training

FUNDING SOURCE

Special Revenue

Additional Details

499-11-6399-015-XXX-24-155-000000-21L87

COST:

\$150,480

VENDOR:

Lexia Learning Systems, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 21-040

Number of Bid/Proposals received: 11

HUB Firms: 1

Compliant Bids: 8

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Hazel Harvey Peace Elementary
Rufino Mendoza Elementary
Hubbard Heights Elementary
D. McRae Elementary
Charles Nash Elementary
South Hills Elementary
Alice Contreras Elementary
Morningside Elementary
Van Zandt Elementary
T.A. Sims Elementary
Woodway Elementary

RATIONALE:

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

INFORMATION SOURCE:

Jerry Moore

QUOTE



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

Quote #: Q-447483-1
Created Date: 12/10/2020 9:15 AM

Prepared By: Tracie Sullivan
Email: tsullivan@lexialearning.com

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

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

Start Date	End Date	Quantity	Line Item Description	Sales Price	Discount	Total Price
2/1/2021	1/31/2022	11	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes 2 Days of on-site Professional Learning for (11) Elementary Schools	\$14,400.00	5%	\$150,480.00

Total Pre-Discount \$158,400.00
 Total Discount \$7,920.00
 Total Price \$150,480.00

Total price reflects first year, 5% school bundle discount. Total discount amount = \$7,920

Fax or email Purchase Orders with quote number Q-447483-1 to the following:

Attn: Tracie Sullivan
 Email: tsullivan@lexialearning.com
 Fax: (978) 287-0062

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

TERMS AND CONDITIONS

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

TERM

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

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

TOPIC: APPROVE ACT COLLEGE AND CAREER READINESS MASTER SERVICES AGREEMENT

BACKGROUND:

Fort Worth ISD annually administers national assessments to assist students with college and career planning. The District concentrates on curriculum-based examinations that match with Texas education standards and can provide helpful information for all students. The assessments the District utilizes are the leading college readiness assessments in the United States as it is based on what students learn in high school. Colleges and universities routinely use the results as a part of entrance requirements. Fort Worth ISD participation in the March 30, 2021 ACT (American College Testing) National School Test Date will allow 11th grade students to test in a familiar environment, complete a key portion of the college application process, and receive meaningful data regarding educational/career planning, instructional support, and evaluation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve ACT College and Career Readiness Master Services Agreement
2. Decline to Approve ACT College and Career Readiness Master Services Agreement
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve ACT College and Career Readiness Master Services Agreement

FUNDING SOURCE

Additional Details

Special Revenue

289-11-6339-TST-XXX-24-512-000000-21F12

COST:

Not-to-Exceed - \$200,000

VENDOR:

ACT, Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 15-129-B

Number of Bid/Proposals received: 63

HUB Firms: 7

Compliant Bids: 56

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

ACT – All 11th grade students; ACT School Day Exams

Arlington Heights High School

Benbrook Middle High School

Carter-Riverside High School

Diamond Hill-Jarvis High School

Dunbar High School

Eastern Hills High School

Green B. Trimble Tech High School

I.M. Terrell Academy for STEM and VPA

Marine Creek Collegiate High School

North Side High School

O.D. Wyatt High School

Polytechnic High School

R.L. Paschal High School

South Hills High School

Southwest High School

Success High School

Texas Academy of Biomedical Sciences

TCC/South-FWISD Collegiate High School

Western Hills High School

World Languages Institute

Young Men's Leadership Academy

Young Women's Leadership Academy

RATIONALE:

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

INFORMATION SOURCE:

David Saenz



December 14, 2020

Fort Worth Independent School District

This quote is for following ACT product and service:

The ACT for all juniors at Fort Worth Independent School District

Estimated Total Number of Students (provided by Fort Worth ISD) = **5,200**

ACT Only (no writing) - 11th Grade: 5,200 students @ \$35.00* = \$182,000

**please note student count is best estimate by the district and final invoice will be based on the number of student in the "final" student data upload.*

Sauda Callahan

Director – West

Client Relations

500 ACT Dr. | Iowa City, Iowa 52243-0168

Mobile: 832-995-7164

sauda.callahan@act.org | www.ACT.org

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE BILINGUAL PROGRAMMING FOR THE LEADERSHIP
ACADEMIES AT COMO, MAUDE I. LOGAN, AND MITCHELL
BOULEVARD ELEMENTARY SCHOOLS**

BACKGROUND:

To ensure that every child has an optimal environment where they can effectively learn, the Leadership Academy Network is requesting approval to fund this academic initiative. The Leadership Academy Network applied and was awarded a Charter School Program High-Quality Replication Grant from the Texas Education Agency (TEA), where the funds will be used to conduct this program, which will benefit all students across the Leadership Academy Network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Bilingual Programming for the Leadership Academies at Como, Maude I. Logan, and Mitchell Boulevard Elementary Schools
2. Decline to Approve Bilingual Programming for the Leadership Academies at Como, Maude I. Logan, and Mitchell Boulevard Elementary Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Bilingual Programming for the Leadership Academies at Como, Maude I. Logan, and Mitchell Boulevard Elementary Schools

FUNDING SOURCE

Additional Details

Special Revenue	258-11-6299-001-117-24-541-000000-21F38.....\$50,000
	258-11-6299-001-124-24-541-000000-21F37.....\$50,000
	258-11-6299-001-144-24-541-000000-21F39.....\$50,000

COST:

\$150,000

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code Section 44.031 (j) regarding school district purchases available from only one source. TEA has authorized these services through a non-competitive proposal, as Texas Wesleyan University is the partner in the Grant. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Como Elementary School
Leadership Academy at Maude I. Logan Elementary School
Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

In studying campus and network level data, listening to campus teachers and staff, as well as a comprehensive analysis of our current needs, there exists a gap in the quality of materials, resources and instruction for our English Language Learners and Dual Language Enrichment learners. For this reason, we are proposing this professional learning plan to address this inequity in our system. The program will provide the Leadership Academy Network schools with key concepts and practices upon which accelerated improvement is likely for the school year of 2020-2021.

INFORMATION SOURCE:

David Saenz



2020 - 2021 Bilingual Professional Learning Summary

The Leadership Academy Network is committed to the growth and acceleration of all scholars in our network of schools. Our diverse student population deserves quality, top tier instruction that meets the learning needs of all students. The unique partnership between Fort Worth ISD and Texas Wesleyan University allows for opportunities to educate, support, and engage our 6 campuses in professional learning that will contribute to our student's achievement.

In studying campus and network level data, listening to campus teachers and staff, as well as a comprehensive analysis of our current needs, there exists a gap in the quality of materials, resources, and instruction for our English Language Learners and Dual Language Enrichment learners. 2020 has provided our team with challenging circumstances, and because of this we have decided to conduct our bilingual professional learning event in the most innovative and fiscally responsible manner. Utilizing funds we received in October 2020 from the *Charter School Planning Grant* from TEA, which must be spent by February 28, 2021, we have been aggressively planning this Bilingual program.

Given the current climate, aggressive timeline, and need to standardize our academic initiatives, we have committed to an initiative that utilizes the expertise of both LAN and Texas Wesleyan University staff. By doing so we are meeting the direct needs of our students through the implementation of current learning models and strategies, while leveraging our current talent pool of faculty and staff. Finding a team of subject matter experts during the pandemic in an already atypical academic year, staying within our budget for this very specialized programming, all while meeting the strict requirements of the grant, proved extremely challenging in our initial planning stages.

It is our intention that the outcomes of this initiative serve as a model for other districts/Charter Schools, and that the Leadership Academy Network and Texas Wesleyan University are recognized as leaders in Dual Language Enrichment.



2020-2021 Professional Learning Proposal

Leadership Academy Network | Texas Wesleyan University

Purpose. The Leadership Academy Network is committed to the growth and acceleration of all scholars in our network of schools. Our diverse student population deserves quality, top tier instruction that meets the learning needs of all students. The unique partnership between Fort Worth ISD and Texas Wesleyan University allows for opportunities to educate, support and engage our 6 campuses in professional learning that will contribute to our student's achievement. In studying campus and network level data, listening to campus teachers and staff, as well as a comprehensive analysis of our current needs, there exists a gap in the quality of materials, resources and instruction for our English Language Learners and Dual Language Enrichment learners. It is for this reason that we are proposing the following professional learning plan to address this inequity in our system.

LEARNING & PROGRAM OUTCOMES

As a result of this work, we expect the following:

- LAN teachers and leaders will engage in interactive professional learning that meets the needs of their ESL and ELL learners
- LAN teachers and leaders will understand the best practices & instructional strategies that will be used in all LAN DLE and ESL classrooms
- LAN teachers and leaders will be able to see and practice with strategies they have learned
- LAN teachers will observe what a model DLE and ESL classroom look like
- LAN teachers will take away instructional materials that will contribute to their DLE and ESL classrooms
- LAN teachers will implement the learning they have received to their classroom
- LAN will design and implement a consistent model for all DLE and ESL students

MEASURABLE GOALS

Transforming the Dual Language Enrichment (DLE) Classroom

- Teachers will act as facilitators of student learning in flexible and personalized learning environment focused on the LAN DLE Look Fors
- Professional Learning will focus on:
 - Modeling a DLE classroom for environment and best practices in supporting language acquisition
 - Helping Teachers to understand and implement the [LAN DLE Program Guide](#)



- Modeling Implementation of DLE Best Practices
 - Learning Environment- Word Walls, Bilingual Pairs, Language of Instruction/Language of the Day, Eng/Span labeled classroom, Content Bulletin Boards, etc
 - Classroom Discourse- Bilingual Pairs
 - Instructional of Best Practices for all contents
- Observing and Debriefing Teacher Lessons in terms of:
 - The DLE Program Guide
 - Learning Environment
 - Classroom Discourse
 - Implementation of Best Practices
- Facilitating planning sessions for teachers where we focus on lesson planning to ensure that teachers are allowing for discourse, following the DLE model, and providing opportunities for students to collaborate and share their thinking.
- Goal: Teachers who attend Professional Learning Sessions and receive observation and feedback will be surveyed. The initial goal is for 85% or more of teachers to respond favorably to their experience.

Transforming the English as a Second Language (ESL) Classroom (Secondary)

- Teachers will act as facilitators of student learning in flexible and personalized learning environment focused ESL strategies
- Professional Learning will focus on:
 - An understanding of the English Language Proficiency Standards (ELPS)
 - Modeling ESL strategies including Sheltered Instruction
 - Observe a model ESL classroom environment
 - Observing and Debriefing Teacher Lessons in terms of implementation of ELPS and ESL strategies.
 - Facilitating planning sessions for teachers where we focus on lesson planning to ensure that teachers are allowing for discourse, implementing ESL strategies, and providing opportunities for students to collaborate and share their thinking.
- Goal: Teachers who attend Professional Learning Sessions and receive observation and feedback will be surveyed. The initial goal is for 85% or more of teachers to respond favorably to their experience.



SCOPE OF WORK

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

Professional Learning Proposal

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

- DLE & ESL Program Design
- Custom Professional Development: Bilingual Bash
- On-going Professional Support: Observation/Feedback and Planning Sessions

DLE & ESL Program Design

Who: Texas Wesleyan Staff

Texas Wesleyan University staff and LAN Leadership team will review and refine the current LAN DLE Program Guide to update and make adjustments as needed. The outcome will be a comprehensive and detailed guide that includes the following:

- Grade Level
- Language (by %)
- Activities
- Description
- DLE Instructional Strategies
- Classroom Environment Look Fors

Custom Professional Development: Bilingual Bash (February 2021)

Who: Texas Wesleyan Staff, LAN Leadership & LAN Master Teachers

The LAN Leadership Team along with selected master teachers, instructional coaches and Texas Wesleyan staff to design and deliver presentations to LAN DLE and ESL teachers on a Saturday conference in February of 2021. At this conference, participants will engage in professional learning around bilingual programming and ESL strategies. Presenters will be required to design their professional learning presentation and materials. Learning should be engaging and interactive. Learners should be provided the opportunity to "make and take" items that will be used in their classroom. Presentation topics will include, but are not limited to:



- DLE Program Guide - understanding the bilingual classroom instructional day and components
- DLE Best Practices and Look Fors - an interactive opportunity to see best practices modeled
- DLE Model Classroom
 - Language of the Day/Language of Instruction
 - Bilingual Pairs
 - Eng/Spanish Word Walls
 - Visuals and Vocabulary
 - Reader Response Journals/Writing Folders
 - Anchor Charts
- ESL Strategies - an interactive opportunity to see best practices modeled for the Secondary Classroom
- Sheltered Instruction
- Co-Teaching in an ESL classroom

On-going Professional Support: Observation & Feedback (Spring 2021)

Who: Texas Wesleyan Staff & LAN Leadership

Texas Wesleyan University staff and LAN Leadership team will conduct observation and feedback sessions to calibrate the status of the DLE and ESL programming in LAN schools. Additionally, LAN will offer planning sessions to DLE and ESL teachers to engage in discussion around misconceptions, clarifications and next steps. The outcome of these sessions will be an increase in observed best practices in LAN DLE and ESL classrooms as documented in six week growth walks.



Breakdown of Services

Service	Staff	Session Breakdown	Due Date	Fees
Transforming of the Dual Language Enrichment (DLE) Classroom	Texas Wesleyan University Staff and LAN Leadership	80 teachers @\$290 per	Jan. 2021	\$23,200
Transforming the English as a Second Language (ESL) Classroom (<i>Secondary</i>)	Texas Wesleyan University Staff and LAN Leadership	40 teachers @\$290 per	Jan. 2021	\$11,600
DLE & ESL Program Design and Custom Guide	Texas Wesleyan University Staff and LAN Leadership	Resources	Jan. 2021	\$3,700
Customized Professional Development	Texas Wesleyan University Staff and LAN Leadership	120 teacher @\$290 per and 12 campus leaders @\$350 per	February 2021	\$39,000
On-going Professional Support	Texas Wesleyan University Staff and LAN Leadership	Multiple follow-up sessions	March 2021	\$22,500
Facilitator & Partner Services	Texas Wesleyan University Staff		March 2021	\$50,000
Total				\$150,000

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE FINDINGS REGARDING THE AGREEMENT
RENEWAL FOR TAX COLLECTION SERVICES****

BACKGROUND:

On May 10, 2016, the Fort Worth ISD Board of Education approved a Delinquent Tax Collection Contract with Linebarger Goggan Blair & Sampson, LLP for a five (5) year period, beginning May 10, 2016 and ending June 30, 2021. The existing contract provides for three (3), annual renewal periods. The opportunity exists to update the contract language for statutory compliance and better transition at the end of the contract period, while authorizing the all three (3) of the annual renewals allowed under the contract. That contract term would begin on July 1, 2021 and end on June 30, 2024. The firm has represented the District in the area of delinquent tax collections since 2010. They have performed well during the term of the existing contract as evidenced by the data for Tax Years 2016-2018 included below:

Comparative Performance on Delinquent Accounts Turned Over to the Firm

Entity	First Year Average Collection Percent	All Year Average Collection Percent
Fort Worth ISD	70.17%	30.52%
Arlington ISD*	65.01%	19.73%
Birdville ISD	67.08%	23.61%
HEB ISD	66.92%	24.25%

*Represented by another Firm

Fort Worth ISD Collections as a Percentage of Total Levy

Tax Year	Collection Percent
2016	109.01%
2017	104.62%
2018	103.91%
2019	100.38%
2020	101.09%

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Findings Regarding the Agreement Renewal for Tax Collection Services
2. Decline to Approve Findings Regarding the Agreement Renewal for Tax Collection Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Findings Regarding the Agreement Renewal for Tax Collection Services

FUNDING SOURCE

Additional Details

Delinquent Tax Collection Fees are paid by the delinquent taxpayer and are forwarded directly to the District’s designated delinquent tax collection firm on a monthly basis.

COST:

There is no cost to the District. Twenty percent of delinquent taxes, penalties and interest collected is paid by the delinquent taxpayer in addition to the tax levy owed. The average annual amount of the fees paid by delinquent taxpayers is approximately \$1.89 million.

VENDOR:

Linebarger Goggan Blair & Sampson, LLP

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

Business and Finance

RATIONALE:

Professional services are needed from qualified tax collection attorneys to assist the District in the collection of delinquent taxes each year. An ongoing robust tax collection effort provides funding for District operations and for annual debt service payments.

INFORMATION SOURCE:

FINDINGS APPROVING THE AGREEMENT
RENEWAL FOR TAX COLLECTION SERVICES WITH
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Section 2254.1036 of the Texas Government Code, the approval of the Agreement for Tax Collection Services (“Agreement”) renewal with Linebarger Goggan Blair & Sampson, LLP is approved and the President of the Board of Education of the Fort Worth Independent School District is authorized to execute the Agreement.

After exercising its due diligence, the Fort Worth Independent School District (“District”) Board of Education finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under an agreement providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the District does not have the funds to pay the estimated amounts required under an agreement only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this Agreement;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the District for ten (10) years with professionalism and exceptional service. Additionally, many nearby school districts and other taxing entities have relied on the collection expertise of the Linebarger law firm for forty-three (43) years. Those entities have been satisfied with the quality and outcome of the legal services provided.
6. The approval of this Agreement with Linebarger Goggan Blair & Sampson, LLP is the result of an arm’s length transaction between the District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE ADDENDUM EXERCISING OPTION TO RENEW
AGREEMENT FOR TAX COLLECTION SERVICES****

BACKGROUND:

On May 10, 2016, the Fort Worth ISD Board of Education approved a Delinquent Tax Collection Contract with Linebarger Goggan Blair & Sampson, LLP for a five (5) year period, beginning May 10, 2016 and ending June 30, 2021. The existing contract provides for three (3), annual renewal periods. The opportunity exists to update the contract language for statutory compliance and better transition at the end of the contract period, while authorizing the all three (3) of the annual renewals allowed under the contract. That contract term would begin on July 1, 2021 and end on June 30, 2024. The firm has represented the District in the area of delinquent tax collections since 2010. They have performed well during the term of the existing contract as evidenced by the data for Tax Years 2016-2018 included below:

Comparative Performance on Delinquent Accounts Turned Over to the Firm

Entity	First Year Average Collection Percent	All Year Average Collection Percent
Fort Worth ISD	70.17%	30.52%
Arlington ISD*	65.01%	19.73%
Birdville ISD	67.08%	23.61%
HEB ISD	66.92%	24.25%

*Represented by another Firm

Fort Worth ISD Collections as a Percentage of Total Levy

Tax Year	Collection Percent
2016	109.01%
2017	104.62%
2018	103.91%
2019	100.38%
2020	101.09%

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Addendum Exercising Option to Renew Agreement for Tax Collection Services
2. Decline to Approve Addendum Exercising Option to Renew Agreement for Tax Collection Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Addendum Exercising Option to Renew Agreement for Tax Collection Services.

FUNDING SOURCE

Additional Details

Delinquent Tax Collection Fees are paid by the delinquent taxpayer and are forwarded directly to the District’s designated delinquent tax collection firm on a monthly basis.

COST:

There is no cost to the District. Twenty percent of delinquent taxes, penalties and interest collected is paid by the delinquent taxpayer in addition to the tax levy owed. The average annual amount of the fees paid by delinquent taxpayers is approximately \$1.89 million.

VENDOR:

Linebarger Goggan Blair & Sampson, LLP

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

Business and Finance

RATIONALE:

Professional services are needed from qualified tax collection attorneys to assist the District in the collection of delinquent taxes each year. An ongoing robust tax collection effort provides funding for District operations and for annual debt service payments.

INFORMATION SOURCE:

Michael Ball

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES RENEWAL ADDENDUM

This Renewal Addendum (“Addendum”) is made a part of the Contract for the Collection of Delinquent Taxes (“Contract”) dated May 10, 2016 between the Fort Worth Independent School District, a political subdivision of the State of Texas, hereto duly authorized (“District”), and Linebarger Goggan Blair & Sampson, LLP (“Firm”), acting by and through its duly authorized representative. The District and Firm will be collectively referred to as the “Parties.”

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original contract.

As allowed by Section VI of the Contract, the Parties agree to renew the Contract for all three (3) of the one-year renewals. Therefore, the Contract shall now expire on June 30, 2024.

Section IX of the Contract is hereby amended to include the following language in addition to any other language already outlined in that Section:

“Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.”

No other terms or conditions of the contract are negated or changed as a result of this Addendum.

Fort Worth Independent School District:

Linebarger Goggan Blair & Sampson, LLP:

Signed: _____

Signed: _____

Name: Jacinto “Cinto” Ramos

Name: _____

Title: President, Board of Education

Title: Managing Partner

Date: _____

Date: _____

ATTEST: _____

Anael Luebanos

Secretary, Board of Education

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE INTERLOCAL COOPERATION AGREEMENT
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
JPS HEALTH NETWORK**

BACKGROUND:

This Interlocal Cooperation Agreement for the Provision of Pediatric and Adolescent Behavioral Health Services via telehealth is entered into by and between the Tarrant County Hospital District (TCHD) and JPS Health Network as the service provider of the University of North Texas Health Science Center (UNTHSC) and the Fort Worth Independent School District. Key components of the program are identification and assessment of mental health needs, access to mental health services, including telemedicine, and prioritizing the needs of at-risk children and adolescents.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and JPS Health Network
2. Decline to Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and JPS Health Network
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and JPS Health Network

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

JPS Health Network

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

Family & Community Resources

RATIONALE:

In an effort to promote school success and student health, Tarrant County Hospital District, JPS Health Network provides adolescent behavior health services to students. Services are evidence-based practices designed to address student’s social, emotional, and physical needs. This service is available to all students regardless of income and insurance.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

**INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF
PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES**

This Interlocal Cooperation Agreement for the Provision of Pediatric and Adolescent Behavioral Health Services ("Agreement") via telehealth, in collaboration with the Texas Child Health Access Through Telemedicine ("TCHATT"), an initiative of the Texas Child Mental Health Care Consortium ("TCMHCC"), is made effective this 12th day of November, 2020, and entered into by and between the Tarrant County Hospital District, d/b/a JPS Health Network ("TCHD"), as the service provider of the University of North Texas Health Science Center ("UNTHSC") and the Fort Worth Independent School District ("FWISD"), each a unit of local government, having been duly authorized by their respective governing bodies pursuant to and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.000 et seq. to enter into this Agreement. TCHD and FWISD may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, TCHD, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to establish TCHATT services (as defined herein) at one or more of its school campuses; and

WHEREAS, UNTHSC is a Health-Related Institution ("HRI") member of the TCMHCC and has been funded by Senate Bill 11 (86R) to provide public school students with access to limited school-based behavioral health services via telehealth in schools; and

WHEREAS, the role of the TCHATT initiative is to provide initial intervention and assessment of these students and referral, if necessary; and

WHEREAS, the TCHATT initiative is designed to provide school counselors with short-term school-based access to up to four (4) visits per academic year with a mental health professional for children in need of mental health services for at-risk children and adolescents; and

WHEREAS, TCHD maintains a Department of Psychiatry capable of managing the delivery of telehealth services, and considerable experience in telehealth encounters for such service; and

WHEREAS, it is the Parties' intention to mutually establish and maintain quality TCHATT services to benefit the citizens of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, the FWISD desires to participate in carrying out the objectives associated with the TCHATT and desires to engage the services of TCHD and TCHD desires to provide such services to FWISD; and

WHEREAS, in accordance with Texas Government Code Section 791.011, the Parties desire to set forth the purpose, terms, rights, and duties of the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, TCHD and FWISD do hereby agree as follows:

ARTICLE 1. DEFINITIONS:

- a. **Agreement:** Agreement shall mean this Interlocal Cooperation Agreement between TCHD and FWISD for the Provision of Pediatric and Adolescent Behavioral Health Services;
- b. **Commencement Date:** The Commencement Date of this Agreement shall be the 12th day of November, 2020, or the first day of any Renewal Term hereof.
- c. **Eligible Child:** Eligible Child shall mean an individual who is 22 years old or younger and either: (1) resides within the boundaries of FWISD; (2) is enrolled at a FWISD school; or (3) is currently insured;
- d. **FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended;
- e. **FWISD:** FWISD shall mean 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;
- f. **FWISD School Nurses:** FWISD School Nurses shall mean licensed vocational nurses or registered nurses duly authorized to practice nursing in the State of Texas and employed as school nurses by FWISD;
- g. **Health Care Team:** The Health Care Team shall mean the staff/personnel (as determined in TCHD's sole discretion) providing TCHATT services which may be comprised of: a supervising physician, a Mid-level provider (Nurse Practitioner or Physician Assistant), Licensed Social Workers, Licensed Professional Counselors, and/or a registration representative. Decisions regarding TCHATT (defined herein) staffing levels and adjustments to TCHATT staffing configurations shall be determined at the sole discretion of TCHD;
- h. **HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d)) and the regulations promulgated thereunder, as amended;
- i. **Protected Health Information or "PHI":** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- j. **Student Education Records:** Student Education Records shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- k. **TCHATT Patients:** TCHATT Patients shall mean any Eligible Child (as defined herein).

ARTICLE 2. TCHATT PROJECT. The TCHATT Project is described and set forth in Exhibit "A" which is attached hereto and incorporated herein for all purposes, .

ARTICLE 3. STATEMENT OF WORK. The TCHATT Statement of Work is described and set forth in Exhibit "B" which is attached hereto and incorporated herein for all purposes, The Parties agree to cooperate in the development and delivery of the Parties' respective TCHATT services as set forth in the Statement of Work.

ARTICLE 3. TERM

3.1. This Agreement shall commence on the Commencement Date and shall terminate on the October 31, 2023.

3.2. This Agreement may be renewed by mutual agreement of the Parties for additional one (1) year terms. Any renewal of this Agreement shall be in writing and executed by both Parties prior to the termination date hereof.

ARTICLE 4. COMPENSATION. The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed as establishing a payment obligation to either Party by the other Party.

ARTICLE 5. TCHD PERSONNEL

5.1 TCHD shall designate a Project Director to be responsible for general guidance and technical direction of all work undertaken by TCHD, pursuant to the Statement of Work.

5.2 TCHD will hire, train, and supervise licensed health care providers to deliver telemedicine services in accordance with the provisions of the Statement of Work.

5.3 TCHD will hire, train, and supervise such other and additional support staffpersons as TCHD deems necessary, in its sole discretion, to coordinate TCHATT services as set forth in the Description of TCHATT Project and in the Statement of Work.

5.4 **CLINICAL SERVICES AND HEALTH CARE TEAM.** TCHD will provide a TCHATT mental health care team for the provision of TCHATT clinical services to TCHATT Patients. The clinical services to be provided by the Health Care Team, at TCHD's sole discretion, and under the direction of a supervising physician (who, at TCHD's sole discretion, may or may not be onsite), may include, without limitation the following: behavioral health assessment, behavioral health evaluation, psychotherapy, and referral for laboratory testing based upon the TCHATT Care Team's assessment.

5.5 TCHATT providers shall confer with the FWISD School Nurses regarding appropriate triage, referral, and follow-up with respect to the TCHATT Care Team's prescribed treatments to the TCHATT Patients.

5.6 With respect to TCHATT Patients requiring services offered by other Tarrant County agencies, the Health Care Team shall have the discretion to refer such TCHATT Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary.

5.7 **INDIVIDUALIZED EDUCATION.** Individualized education regarding a TCHATT Patient's healthcare and treatment may be provided as the TCHATT Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility, and decision-making will be provided in accordance with applicable law. Family Planning Services will only be provided to students who: (i) have made a request for such

services; and (ii) have completed all necessary consent forms and other documentation required by law, TCHD and/or FWISD. Family Planning Services shall be conducted in accordance with applicable state and federal law. The Health Care Team will not present abortion as a family planning option.

5.8 **HOURS OF SERVICE.** The proposed hours of service for TCHAT shall be set by TCHD based upon TCHD's assessment of the utilization of the TCHAT service. TCHAT Patients may seek services at other TCHD health care facilities during clinic closings. After hours emergencies will be referred to the appropriate TCHD or other health care facility or provider.

ARTICLE 6. FWISD PERSONNEL. FWISD shall designate at least one (1) individual to fulfill each of the following four (4) positions, which are critical to the work:

6.1 **FWISD Lead.** The FWISD Lead shall hold a position of central office or high level authority, and may be the district's Superintendent, Assistant Superintendent, Director of Health Services, Director of Counseling, or person of other similar authority. The FWISD Lead shall be responsible for high-level oversight of FWISD's participation in the TCHAT Project. The FWISD Lead shall be responsible for identifying key personnel, securing approvals and resources to effectively implement the district's responsibilities as set forth in the Statement of Work, and to ensure that FWISD implementation of TCHAT complies with the HIPAA and FERPA regulations and requirements, and the terms of this Agreement and of Exhibits "A" and "B". The FWISD Lead shall work collaboratively with TCHD personnel to assess and improve TCHAT implementation.

6.2 **Campus Liaison.** FWISD shall designate a Campus Liaison in accordance with Section 2.2 of Exhibit "B". The Campus Liaison shall be responsible for the utilization of the TCHAT telehealth services on an individual school campus. The Campus Liaison may access the TCHAT equipment and virtual telehealth platform to request appointments, share documents, and facilitate virtual telehealth sessions for Eligible Students. The Campus Liaison shall complete a virtual or in-person training delivered by TCHD prior to requesting behavioral health services for an Eligible Student via the TCHAT telehealth platform in accordance with the provisions of Section 1.2 of Exhibit "B". One individual may serve as a Campus Liaison for multiple participating campuses if the Campus Liaison is capable of performing the duties of the Campus Liaison outlined by this Section 6.2 on all such campuses.

6.3 **Alternate Campus Liaison.** This person shall serve as a back-up for the Campus Liaison if or when the Campus Liaison is unable to perform the duties described in this section. This person may be a school counselor, nurse, or other on-site campus staff member who can identify students in need of TCHAT services, and facilitate consent form processing and session scheduling for children and families. This person must complete TCHD TCHAT training prior to requesting TCHAT sessions for students. One individual may serve as an Alternate Campus Liaison for multiple participating campuses if the Alternate Campus Liaison is able to perform the duties outlined by this section.

6.4 **Technology Contact.** This person shall serve as point of contact for troubleshooting technical issues, including district/campus firewalls, district/campus Internet connection, software compatibility, and other issues directly related to TCHAT implementation.

In the event that the FWISD Lead or Campus Liaison ceases employment with FWISD, or becomes unable or unwilling to perform in his or her designated capacity ("Unfilled Position"), FWISD shall

promptly notify TCHD in writing of the Unfilled Position, and may designate an individual to fill the Unfilled Position ("Replacement Designee").

ARTICLE 7. COMPLIANCE

7.1 FERPA COMPLIANCE. The Parties acknowledge that certain information about the TCHATT Patients is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) ("FERPA") and related FWISD Board of Trustees Policy ("FWISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the TCHATT Patients or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's receipt of a request from TCHD related to a particular TCHATT Patient, FWISD shall advise TCHD whether that TCHATT Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, TCHD agrees that it may from time to time create, receive from or on behalf of FWISD, or have access to such FERPA Records. TCHD represents, warrants, and agrees that, to the extent TCHD receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement; (b) required by law; or (c) otherwise authorized by FWISD, and/or the TCHATT Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which TCHD protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD TCHD agrees to provide FWISD with a written summary of the procedures TCHD uses to safeguard the FERPA Records.

7.2 HIPAA COMPLIANCE. To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding TCHATT Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of Information regarding TCHATT Patients. Without limiting the obligations of FWISD otherwise set forth in this Agreement or imposed by applicable law, FWISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD performs in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD shall:

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;

- (b) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the TCHD and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- (c) report to TCHD any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which FWISD becomes aware;
- (d) make PHI available to TCHD in accordance with applicable law;
- (e) permit TCHD to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (f) make available to TCHD the information in its possession required to provide an accounting of FWISD's disclosures of PHI as required by applicable law;
- (g) make FWISD's internal practices, books, and records relating to the use and disclosure of PHI received from TCHD reasonably available to the Secretary of the United States Health & Human Services for purposes of determining TCHD's compliance with applicable law; and
- (h) upon expiration or termination of this Agreement, return to TCHD or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

FWISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

ARTICLE 8. AMENDMENT AND MODIFICATION OF AGREEMENT. This Agreement may be modified or amended by mutual written agreement of the Parties.

ARTICLE 9. INDEPENDENT RELATIONSHIP. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

ARTICLE 10. TERMINATION OF AGREEMENT

- 10.1. Either Party may terminate this Agreement, with or without cause, upon thirty (30) calendar days written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- 10.2. TCHD may terminate this Agreement immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

ARTICLE 11. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

ARTICLE 12. COMPLIANCE. The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party shall comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate compliance, except for records that are confidential and privileged by law.

ARTICLE 13. INSURANCE. The Parties acknowledge that liability for the tortious conduct of the agents and employees of TCHD (other than professional liability of medical staff physicians, residents and fellows) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TCHD is provided by TCHD as mandated by the provisions of the Texas Labor Code, Chapter 503. The Parties further acknowledge that TCHD shall have the right, at its option, to either: (a) obtain liability insurance protecting TCHD and its employees and property insurance protecting TCHD's buildings and the contents, to the extent authorized by applicable Texas law; or (b) self-insure against any risk that may be incurred by TCHD as a result of its operations under this Agreement. TCHD shall name FWISD as an additional insured on any such policy(ies). Any obligation by TCHD under this Agreement to obtain insurance is expressly made subject to TCHD's authority under state law to obtain such insurance.

ARTICLE 14. PRESS RELEASES. Neither Party shall: (i) make any press release, public statement, or advertisement referring to this Agreement, or the Party's relationship with the other Party in connection with the Agreement, or (ii) release any information regarding the Agreement, for publication, advertisement or any other purpose without the prior written consent of the other Party.

ARTICLE 15. CYBERSECURITY TRAINING PROGRAM. If FWISD is provided access to a TCHD computer, then, pursuant to Section 2054.5192, Texas Government Code, the Campus Liaison with access to the TCHD computer must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the TCHD ("Cybersecurity Training"). The Cybersecurity Training must be completed by the Campus Liaison during the term and any renewal period of this Agreement. FWISD shall promptly provided written verification of completion of the Cybersecurity Training by the Campus Liaison to TCHD.

ARTILCE 16. FORCE MAJEURE. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, pandemics, or any similar cause beyond the reasonable control of the parties.

ARTICLE 17. TEXAS OPEN RECORDS ACT. The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each Party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.

ARTICLE 18. BINDING AGREEMENT. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.

ARTICLE 19. NOTICES. All notices given by a Party under this Agreement shall be delivered in writing either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative. The designated representative for each Party is as follows:

Dr. Kent Scribner
Superintendent
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Robert Earley
President and CEO
JPS Health Network
1500 S. Main Street
Fort Worth, Texas 76104

With Copies To:
Office of Legal Services
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

ARTICLE 20. FISCAL FUNDING. The Parties hereby acknowledge and agree that TCHD and FWISD are each governmental entities, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.

ARTICLE 21. ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Contract for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

Fort Worth Independent School District

Tarrant County Hospital District

Name: Jacinto Ramos, Jr.
Title: Board President
Date: _____

Name: Robert Earley
Title: President and CEO
Date: December 17, 2020

Name: Dr. Kent Scribner
Title: Superintendent
Date: _____

*RE
CW*

EXHIBIT A. DESCRIPTION OF TCHATT PROJECT

Vision Statement

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT

The TCHATT initiative is designed to provide short-term (approximately up to two months) school-based access to up to four (4) visits per academic year with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program

- **Telemedicine or telehealth** – TCHATT Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional.

- **Identify mental health needs** – Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

- **Assess mental health needs** – TCHATT Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

- **Provide access to mental health services** – Utilizing technology, a TCHATT Program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to four (4) total visits per academic year with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two (2) months. If ongoing care is needed, the child should be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care using one of the strategies outlined above.

- **Prioritize needs of at-risk children and adolescents** – TCHATT Programs should have a triage system for prompt review of school referral and appropriate triage of symptom severity.

EXHIBIT B. STATEMENT OF WORK

1. Tarrant County Hospital District Responsibilities

1.1. Set up

Equipment — TCHD will provide all TCHATT providers with all of the equipment, including video equipment, hardware, and software, necessary to implement TCHATT on participating school campuses.

TCHD will conduct an on-site visit to the school campus to ensure appropriateness of the physical space that is designated for participation in TCHATT telehealth services. If a physical space is determined inappropriate for participating in TCHATT telehealth services, TCHD will consult with district or campus personnel to recommend ways FWISD can bring the space into compliance or to identify an alternative space.

TCHD shall provide Campus Liaisons access to a telehealth service delivery platform that will permit session scheduling capability, video conferencing capability for individuals in multiple sites to participate in sessions, and FERPA- and HIPAA-compliant protection of patient records.

Out of scope: Costs of alteration of physical space; purchase of furniture; purchase of Internet service, server space, or devices unrelated to TCHATT; and regulatory compliance costs (if any).

1.2. Training

TCHD will provide start-up training to Campus Liaisons on:

- Identification of students who could benefit from TCHATT services;
- Access to and use of required TCHATT software
- Effective facilitation of TCHATT telehealth sessions; and
- Protection of patient records in compliance with HIPAA.

To supplement training, TCHD will provide TCHATT training to each ISD Lead and Campus Liaison.

1.3. Technical Support

TCHD shall provide ongoing consultation to address questions or problems with TCHATT software that which may be identified by FWISD.

Out of scope: Technical support for and maintenance of equipment and services unrelated to TCHATT.

1.4. Short-Term Behavioral Health Services and Referrals

TCHD will provide up to four (4) short-term behavioral health sessions per academic year via telemedicine per student who the Campus Liaison identifies as in need of TCHATT services.

TCHD will hire, train, and supervise licensed health care providers to deliver telemedicine services. Short-term behavioral health services may include psychiatric assessment and consultation.

TCHD shall provide referrals to local mental health providers, when possible, to students who need follow-up or long-term services.

Out of scope: Long-term behavior health care services; collection of parent consent by TCHD.

1.5. Data Collection, Sharing, and Security

TCHD will store and share all student information it collects from a student or parent or from the ISD in compliance with HIPAA and FERPA regulations.

2. FWISD Responsibilities

2.1. Set-up

FWISD will designate a physical space in each participating campus in the district that is appropriate for Campus Liaisons and students to participate in TCHAT telehealth services. If a physical space is determined inappropriate for participating in telehealth services, TCHD will consult with district or campus personnel to recommend ways the ISD can bring the space into compliance or identify an alternative space. FWISD is responsible for bringing the space into compliance, if possible, or identifying an alternative space. If FWISD cannot provide an appropriate space for participation in TCHAT telehealth services at a participating campus, the campus cannot participate in TCHAT telehealth services.

If FWISD wishes to designate an alternative space for participation in TCHAT telehealth services in a participating campus, after the initial designation has been made, FWISD must notify TCHD of the intent to change the space and no telehealth services can be delivered in the alternative space until TCHD views the space and determines that it is appropriate for participation in TCHAT telehealth services.

2.2 Personnel

FWISD shall the following individuals to fulfill each of the following four (4) positions, which are critical to the work of TCHAT.

- 2.2.1. **FWISD Lead.** The FWISD Lead shall hold a position of central office or high level authority, and may be the district's Superintendent, Assistant Superintendent, Director of Health Services, Director of Counseling, or person of other similar authority. The FWISD Lead is responsible for oversight of district implementation of TCHAT, contract adherence, and high-level approvals as needed.
- 2.2.2. **Campus Liaison.** This person may be a school counselor, nurse, or other on-site campus staff member who can identify students in need of TCHAT services, and who will facilitate consent form processing and session scheduling for children and families. The Campus Liaison must complete TCHD TCHAT training prior to requesting TCHAT sessions for students. One individual may serve as a Campus Liaison for multiple participating campuses if the Campus Liaison is able to perform the duties outlined by this section.
- 2.2.3. **Alternate Campus Liaison.** This person shall serve as a back-up for the Campus Liaison if or when the Campus Liaison is unable to perform the duties described in this section. This person may be a school counselor, nurse, or other on-site campus staff member who can identify students in need of TCHAT services, and facilitate consent form processing and session scheduling for children and families. This person must complete TCHD TCHAT training prior to requesting TCHAT sessions for students. One individual

may serve as an Alternate Campus Liaison for multiple participating campuses if the Alternate Campus Liaison is able to perform the duties outlined by this section.

- 2.2.3 Technology Contact. This person shall serve as point of contact for troubleshooting technical issues, including district/campus firewalls, district/campus Internet connection, software compatibility, and other issues directly related to TCHATT implementation.

In the event that the ISD Lead, Campus Liaison, or Alternate Campus Liaison ceases employment with FWISD, or becomes unable or unwilling to perform in his or her designated capacity (“Unfilled Position”), FWISD shall promptly notify TCHD in writing of the Unfilled Position, and may designate an individual to fill the Unfilled Position (“Replacement Designee”).

In the event that the Technology Contact ceases employment with FWISD, or becomes unable or unwilling to perform in his or her designated capacity, FWISD shall notify TCHD of the replacement Technology Contact in writing as soon as practicable.

2.3 Parent/Guardian Consent

The ISD shall collect written consent from a parent or guardian for each student who participates in the TCHATT initiative prior to the student participating in TCHAT services. Upon request, TCHD can provide assistance for development of a parent/guardian consent form.

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE APPLICATION TO RENEW COMMUNITY TRAVEL
INNOVATIVE COURSE**

BACKGROUND:

On August 13, 2019, the Fort Worth ISD Board approved a new course titled Community Travel. The course was then approved as an Innovative Course by the Texas Education Agency (TEA). The course expires at the end of the 2020 – 2021 academic year. In order to continue offering the class beyond this school year, the District must submit a renewal application to TEA. This request is to seek approval to initiate the renewal process for Innovative Course #0810T - Community Travel.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Application to Renew Community Travel Innovative Course
2. Decline to Approve Application to Renew Community Travel Innovative Course
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Application to Renew Community Travel Innovative Course

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Texas Education Agency

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

Special Education Post-Secondary Transition Services

RATIONALE:

This course affords students with disabilities an opportunity to master knowledge and skills needed to navigate transportation systems in order to access work-based learning and eventual employment. The course represents an essential curricular component affecting seamless connections from high school into post-secondary competitive and integrated employment. Fort Worth Independent School District wrote the curriculum for this state-approved innovative course.

INFORMATION SOURCE:

Jerry Moore

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
DECEMBER 31, 2020**

BACKGROUND:

The 2020-2021 Consolidated General Fund Budget was initially adopted on June 23, 2020 and last amended through the period ended November 30, 2020. During the month of December 2020, 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 December 31, 2020
2. Decline to Approve Budget Amendment for the Period Ended December 31, 2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended December 31, 2020

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 December 31, 2020**

	Consolidated General Fund 2020-2021 Approved Budget 11/30/2020	Adjustments	Consolidated General Fund 2020-2021 Amended Budget 12/31/2020
<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	\$491,427,030	(\$1,828,336)	\$489,598,694
12 Instruction Resources and Media Services	\$12,143,295	(\$17,984)	\$12,125,311
13 Curriculum and Instructional Staff Development	\$11,696,561	\$119,506	\$11,816,067
21 Instructional Administration	\$15,057,579	\$620,955	\$15,678,534
23 School Administration	\$53,453,909	(\$120,677)	\$53,333,232
31 Guidance and Counseling Services	\$45,990,793	\$24,440	\$46,015,233
32 Social Work Services	\$5,825,663	\$410	\$5,826,073
33 Health Services	\$12,030,297	\$13,058	\$12,043,355
34 Student Transportation	\$22,786,221	(\$153,004)	\$22,633,217
35 Food Services	\$454,845	\$954,119	\$1,408,964
36 Cocurricular/Extracurricular Activities	\$16,062,369	(\$42,301)	\$16,020,068
41 General Administration	\$19,783,000	\$0	\$19,783,000
51 Plant Maintenance and Operations	\$90,238,550	(\$134,627)	\$90,103,923
52 Security and Monitoring Services	\$14,656,152	(\$204)	\$14,655,948
53 Data Processing Services	\$15,861,529	\$75,597	\$15,937,126
61 Community Services	\$4,402,790	(\$2,601)	\$4,400,189
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$8,477,413	\$491,649	\$8,969,062
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

		Dec. 31, 2020 Budget Amendment		
Object	Revenue	Increase	Decrease	Net Effect
	Total	0	0	0
Function	Expenses			
11	Fund 199-Transfer to move funds around to other functions for the Leadership Academies		480,447	
	Fund 199-Transfer to function 35 to fund one-time payment for CNS		974,655	
	Fund 199-Transfer to function 13 to provide budget for LAN contracted service for professional development with Carnegie		120,500	
	Fund 199-Transfer to Fund 198 function 51 for additional budget for ventilation project at campuses		258,282	
	Campus/Dept. normal course of District operations	5,548		
	Overall effect on Function 11	5,548	1,833,884	(1,828,336)
12	Campus/Dept. normal course of District operations		17,984	
	Overall effect on Function 12	0	17,984	(17,984)
13	Fund 199-Transfer from function 11 to provide budget for LAN contracted service for professional development with Carnegie	120,500		
	Campus/Dept. normal course of District operations		994	
	Overall effect on Function 13	120,500	994	119,506
21	Fund 199-Transfer to move funds around to other functions for the Leadership Academies	687,894		
	Fund 199-Transfer to function 13 to fund stipends for Instructional Coaches conducting reading academy		70,000	
	Campus/Dept. normal course of District operations	3,061		
	Overall effect on Function 21	690,955	70,000	620,955
23	Fund 199-Transfer to move funds around to other functions for the Leadership Academies		126,109	
	Campus/Dept. normal course of District operations	5,432		
	Overall effect on Function 23	5,432	126,109	(120,677)
31	Campus/Dept. normal course of District operations	24,440		
	Overall effect on Function 31	24,440	0	24,440
32	Campus/Dept. normal course of District operations	410		
	Overall effect on Function 32	410	0	410
33	Campus/Dept. normal course of District operations	13,058		
	Overall effect on Function 33	13,058	0	13,058
34	Fund 198-Transfer to function 81 to fund contract service for Clark lot roof replacement		91,600	
	Fund 198-Transfer to function 81 to purchase bus lift		27,776	
	Fund 198-Transfer to function 81 for demo & construction at Clark		33,628	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 34	0	153,004	(153,004)
35	Fund 199-Transfer from function 11 to fund one-time payment for CNS	974,655		
	Campus/Dept. normal course of District operations		20,536	
	Overall effect on Function 35	974,655	20,536	954,119
36	Fund 199-Transfer to move budget within Fine Arts to purchase supplies/materials for band, dance, choral, etc.		46,701	
	Campus/Dept. normal course of District operations	4,400		
	Overall effect on Function 36	4,400	46,701	(42,301)
51	Fund 198-Transfer to function 81 to fund contract service to replace school roof		338,645	
	Fund 199-Transfer to function 53 to purchase asset management software		38,920	
	Fund 199-Transfer to Fund 198 function 51 for additional budget for ventilation project at campuses	258,282		
	Campus/Dept. normal course of District operations		15,344	
	Overall effect on Function 51	258,282	392,909	(134,627)

Dec. 31, 2020 Budget Amendment		Increase	Decrease	Net Effect
52	Campus/Dept. normal course of District operations		204	
	Overall effect on Function 52	0	204	(204)
53	Fund 199-Transfer from function 51 to purchase asset management software	38,920		
	Fund 198-Transfer from function 11 to purchase security cameras and switches for Lancaster location	25,229		
	Campus/Dept. normal course of District operations	11,448		
	Overall effect on Function 53	75,597	0	75,597
61	Campus/Dept. normal course of District operations		2,601	
	Overall effect on Function 61	0	2,601	(2,601)
81	Fund 198-Transfer from function 34 to fund contract service for Clark lot roof replacement	91,600		
	Fund 198-Transfer from function 51 to fund contract service to replace school roof	338,645		
	Fund 198-Transfer from function 34 to purchase bus lift	27,776		
	Fund 198-Transfer from function 34 for demo & construction at Clark	33,628		
	Overall effect on Function 81	491,649	0	491,649
	Total	2,664,926	2,664,926	0

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE 2021-2022 TRADITIONAL SCHOOL CALENDAR AND THE
2021-2022 EARLY COLLEGE HIGH SCHOOL CALENDAR****

BACKGROUND:

Fort Worth ISD Board of Trustees approve school calendars developed with input from District stakeholders including the District Advisory Committee (DAC) and District Employee Relations Council (DERC) on an annual basis. The recommended 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar meet the 75,600 minutes' state requirement. These calendars are designed to meet the instructional needs of the students in our schools. Testing dates, staff days, holidays, snow days, fall, winter, and spring breaks were considered and discussed when developing the calendars.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar
2. Decline to Approve 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar

FUNDING SOURCE

No Cost

Additional Details

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 Fort Worth ISD schools, departments, and community

RATIONALE:

Approval of the 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar will provide advanced information for school personnel, parents, students, and the community regarding the coming school year.

INFORMATION SOURCE:

Karen Molinar

FORT WORTH INDEPENDENT SCHOOL DISTRICT

2021-2022 Student/Teacher Calendar - Draft 1/15/2021

AUGUST 2021						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
NEW HIRE FWISD TEACHER BEGIN 8/2/2021						
8	9	10	11	12	13	14
STAFF DAYS BEGIN 8/9/2021						
15	16	17	18	19	20	21
16 START FIRST DAY						
22	23	24	25	26	27	28
29	30	31				
12 STUDENT DAYS 17 TEACHER DAYS						

SEPTEMBER 2021						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
6 Labor Day						
12	13	14	15	16	17	18
19	20	21	22	23	24	25
END 1 ST SIX WEEKS						
26	27	28	29	30	Hispanic Heritage Month	
27 START 2 ND SIX WEEKS						
21 STUDENT DAYS 21 TEACHER DAYS						

OCTOBER 2021						
SU	M	TU	W	TH	F	SA
Hispanic Heritage Month September 15 - October 15						1
						Report Cards
3	4	5	6	7	8	9
						Fall Break
						FLEX
10	11	12	13	14	15	16
						Fall Break
						FLEX
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						END 2 ND SIX WEEKS
31						
19 STUDENT DAYS 19 TEACHER DAYS						

NOVEMBER 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
						Report Cards
7	8	9	10	11	12	13
						Veteran's Day
14	15	16	17	18	19	20
21	22	23	24	25	26	27
THANKSGIVING BREAK						
Thanksgiving Day						
28	29	30	Native American Heritage Month			
17 STUDENT DAYS 17 TEACHER DAYS						

DECEMBER 2021						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
STAAR Testing						
English I and II • Algebra I • Biology • U.S. History						
12	13	14	15	16	17	18
						END FALL SEMESTER
19	20	21	22	23	24	25
WINTER BREAK						
Christmas Eve						
Christmas Day						
26	27	28	29	30	31	
New Year's Eve						
13 STUDENT DAYS 13 TEACHER DAYS						

JANUARY 2022						
SU	M	TU	W	TH	F	SA
						1
						New Year's Day
2	3	4	5	6	7	8
		STAFF DAY*	STAFF DAY	Students Return		
				START SPRING SEMESTER		
9	10	11	12	13	14	15
						Report Cards
16	17	18	19	20	21	22
						Martin Luther King, Jr Day
23	24	25	26	27	28	29
30	31					
18 STUDENT DAYS 20 TEACHER DAYS						

FEBRUARY 2022						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
						No Students
						FLEX
6	7	8	9	10	11	12
						END 4 TH SIX WEEKS
13	14	15	16	17	18	19
						Report Cards
20	21	22	23	24	25	26
						No Students
						FLEX
27	28	African American History Month				
18 STUDENT DAYS 18 TEACHER DAYS						

MARCH 2022						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
SPRING BREAK						
20	21	22	23	24	25	26
27	28	29	30	31	Women's History Month	
						César Chávez and Dolores Huerta
						FLEX
17 STUDENT DAYS 17 TEACHER DAYS						

APRIL 2022						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
						END 5 TH SIX WEEKS
STAAR Testing						
Grades 5 and 8 • English I and II						
10	11	12	13	14	15	16
						Good Friday
						STAAR Testing Online
17	18	19	20	21	22	23
						Report Cards
24	25	26	27	28	29	30
Easter Day						
20 STUDENT DAYS 20 TEACHER DAYS						

MAY 2022						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
STAAR Testing - Algebra I • Biology • U.S. History						
Grade 8 Science and Social Studies						
8	9	10	11	12	13	14
STAAR Testing						
Grades 3-8						
15	16	17	18	19	20	21
STAAR Testing Online						
22	23	24	25	26	27	28
						Incident Weather Make-up
						Incident Weather Make-up
29	30	31	Asian/Pacific American Heritage Month			
						Memorial Day
						END LAST DAY
21 STUDENT DAYS 21 TEACHER DAYS						

JUNE 2022						
SU	M	TU	W	TH	F	SA
			1	2	3	4
						STAFF DAY*
5	6	7	8	9	10	11
						Report Cards
12	13	14	15	16	17	18
19	20	21	22	23	24	25
STAAR Retesting						
Grades 5 and 8 • English I and II						
Algebra I • Biology • U.S. History						
26	27	28	29	30		
1 TEACHER DAY						

JULY 2022						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
						Independence Day
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DATES SUBJECT TO CHANGE
Fort Worth ISD Board Approval Pending

174 STUDENT DAYS

182 + 5 (FLEX DAYS) = 187 TEACHER DAYS

TEACHER FLEX DAYS:

- Oct 8, 11 (Fall Break)
- Feb 4, 21
- Mar 28 (Chávez/ Huerta)

* Teacher Prep - Jan 3, June 1

^ Student and Teacher days will be adjusted if inclement weather make-up day(s) are not needed.

- STUDENT/DISTRICT HOLIDAY
- NO STUDENTS
- CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAY - NO STUDENTS
- SEMESTER MILESTONE
- | START/END OF GRADING PERIOD
- TESTING



Fort Worth
INDEPENDENT SCHOOL DISTRICT

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(817) 814-2000 | www.fwisd.org

FORT WORTH INDEPENDENT SCHOOL DISTRICT

2021-2022 Student/Teacher **ECHS** Calendar - Draft 1/15/2021

AUGUST 2021							SEPTEMBER 2021							OCTOBER 2021						
SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
NEW HIRE FWISD TEACHER BEGIN 8/2/2021														Hispanic Heritage Month September 15 - October 15						
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
STAFF DAYS BEGIN 8/9/2021							Labor Day													
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
16 START FIRST DAY														END 1 ST SIX WEEKS						
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
12 STUDENT DAYS 17 TEACHER DAYS							21 STUDENT DAYS 21 TEACHER DAYS							Hispanic Heritage Month						
29	30	31					31							31						
														END 2 ND SIX WEEKS						
12 STUDENT DAYS 17 TEACHER DAYS							21 STUDENT DAYS 21 TEACHER DAYS							21 STUDENT DAYS 21 TEACHER DAYS						

NOVEMBER 2021							DECEMBER 2021							JANUARY 2022						
SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
1 START 3 RD SIX WEEKS							STAAR Testing English I and II • Algebra I • Biology • U.S. History							No Students						
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
Veteran's Day							END FALL SEMESTER							FLEX						
14	15	16	17	18	19	20	19	20	21	22	23	24	25	16	17	18	19	20	21	22
THANKSGIVING BREAK							WINTER BREAK							10 STAFF DAY*						
21	22	23	24	25	26	27	26	27	28	29	30	31		23	24	25	26	27	28	29
Native American Heritage Month							Christmas Eve							11 STAFF DAY						
28	29	30												30	31					
17 STUDENT DAYS 17 TEACHER DAYS							13 STUDENT DAYS 13 TEACHER DAYS							13 STUDENT DAYS 15 TEACHER DAYS						

FEBRUARY 2022							MARCH 2022							APRIL 2022						
SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9
END 4 TH SIX WEEKS							14							STAAR Testing						
13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
14 START 5 TH SIX WEEKS							15							STAAR Testing Online						
20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
African American History Month							27							18						
27	28						27	28	29	30	31			24	25	26	27	28	29	30
20 STUDENT DAYS 20 TEACHER DAYS							18 STUDENT DAYS 18 TEACHER DAYS							21 STUDENT DAYS 21 TEACHER DAYS						

MAY 2022							JUNE 2022							JULY 2022						
SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
STAAR Testing - Algebra I • Biology • U.S. History Grade 8 Science and Social Studies							Report Cards							Independence Day						
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
STAAR Testing Grades 3-8							21							STAAR Retesting						
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
STAAR Testing Online							22							Grades 5 and 8 • English I and II Algebra I • Biology • U.S. History						
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
Inclement Weather Make-up							27 ^							31						
29	30	31												31						
Memorial Day							27 ^							27 ^						
31 ^ STAFF DAY*							27 ^							27 ^						
Asian/Pacific American Heritage Month							27 ^							27 ^						
20 STUDENT DAYS 20 TEACHER DAYS							1 TEACHER DAY							20 STUDENT DAYS 20 TEACHER DAYS						

DATES SUBJECT TO CHANGE
Fort Worth ISD Board Approval Pending

174 STUDENT DAYS

182 + 5 (FLEX DAYS) = 187 TEACHER DAYS

TEACHER FLEX DAYS:
- Jan 3 - 7

* Teacher Prep - Jan 10, May 31

^ Student and Teacher days will be adjusted if inclement weather make-up day(s) are not needed.

- STUDENT/DISTRICT HOLIDAY
- NO STUDENTS
- CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAY - NO STUDENTS
- SEMESTER MILESTONE
- | START/END OF GRADING PERIOD
- TESTING



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**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE FIRST READING-REVISIONS TO BOARD POLICIES
CQ(LOCAL), CQB(LOCAL), AND ELA(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.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policies CQ(LOCAL), CQB(LOCAL) and ELA(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies CQ(LOCAL), CQB(LOCAL) and ELA(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:

The approval of this policy will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

BOARD POLICY UPDATE #114

CQ(LOCAL) TECHNOLOGY RESOURCES

Rationale:

Provisions on security breaches have been moved to CQB(LOCAL) where the corresponding legal authority is now coded.

The District's locally developed provisions on technology equipment have been moved to CQC where the corresponding legal authority is now coded. This is TASB's standard version with a change from 'acceptable' use to 'responsible' use and a limited personal use addition (#4).

Please note that because BJA(LOCAL) permits the Superintendent to delegate responsibilities to other employees, we have removed language referring to the Superintendent's designee throughout.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

AVAILABILITY OF ACCESS

Access to the District’s technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

LIMITED PERSONAL USE

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources;
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance; and
4. **Is not for commercial or political purposes.**

USE BY MEMBERS OF THE PUBLIC

Access to the District’s technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

RESPONSIBLE ACCEPTABLE USE

The Superintendent ~~or designee~~ shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

INTERNET SAFETY

The Superintendent ~~or designee~~ shall develop and implement an Internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

FILTERING

Each District computer with Internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent ~~or designee~~.

The Superintendent ~~or designee~~ shall enforce the use of such filtering devices. Upon approval from the Superintendent ~~or designee~~, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

MONITORED USE

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

DISCLAIMER OF LIABILITY

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

RECORD RETENTION

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

ELECTRONICALLY
SIGNED DOCUMENTS

At the District's discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

~~SECURITY BREACH
NOTIFICATION~~

~~Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.~~

~~The District shall give notice by using one or more of the following methods:~~

- ~~1. Written notice.~~
- ~~2. Electronic mail, if the District has electronic mail addresses for the affected persons.~~
- ~~3. Conspicuous posting on the District's Web site.~~
- ~~4. Publication through broadcast media.~~

~~ALLOCATIONS~~

~~Technology shall be allocated to meet the requirements and guidelines of the District's Technology Plan. All acquisitions of technology, both hardware and software, shall be reviewed and coordinated by the Division of Technology and conform to the District's established technology acquisition standards. Exceptions to the standards shall be reviewed and approved by the District Technology Committee.~~

TECHNOLOGY RESOURCES

CQ
(LOCAL)

~~DONATIONS~~

~~Technology donations shall be coordinated through the Division of Technology. Donations shall meet the approved minimum standards.~~

~~Although donated equipment may be configured to run on the Districtwide area network, the Division of Technology shall not guarantee that all District-approved applications will run on the donated equipment.~~

BOARD POLICY UPDATE #114

CQB(LOCAL) TECHNOLOGY RESOURCES: CYBERSECURITY

Rationale:

This new policy is recommended to address SB 820, which requires a cybersecurity policy, and HB 3834, which requires cybersecurity training of employees and Board members, as described above. The policy includes the following elements:

- An affirmative statement that the District will develop a cybersecurity plan;
- A requirement for the Superintendent to designate a cybersecurity coordinator to serve as the liaison between the District and TEA and report any breaches to TEA as required by law; and
- Provisions on required employee and Board member cybersecurity training and reporting.

Security breach provisions have been moved from CQ(LOCAL) and revised to address reporting requirements to TEA in accordance with SB 820.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
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- *Revision bars* appear in the right margin, as above.

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

BOARD POLICY UPDATE

ELA(LOCAL): CAMPUS OR PROGRAM CHARTERS-PARTNERSHIP CHARTERS

Rationale:

Our current policy must include TEA's updated eligibility requirements to receive Texas Partnerships benefits. This policy is TASB's standard version with a minor procedural change on #3 of page 2.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Authorization	To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.252, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to a rigorous decision-making authorization process and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of improve student outcomes through the proposed campus charter.
Definitions	
Operating Partner	An operating partner means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.
Partnership Program	A partnership program means a District-initiated program authorized campus charter established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.
Compliance with Law	A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LLEGAL)]
Application	
Process	<p>In establishing a partnership program, the District may shall issue requests for applications a local application designed to identify operating partners best qualified to meet the needs of the District.</p> <p>The Board shall consider an application if the applicant:</p> <ol style="list-style-type: none">1. Meets the eligibility requirements for a campus charter in accordance with law;2. Follows the application process established by the District; and3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter. <p>The application process shall include:</p> <ol style="list-style-type: none">1. A comprehensive written application that provides information about the proposed partner's academic model, partner board and staff information and qualifications, and any operating or academic performance history of the proposed operator;

2. A rigorous review of the application by a charter application review committee;
3. A capacity interview with representatives of the district and proposed staff of the partner organization;
4. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
5. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
6. A vote by the Board to approve or deny each application. An

Content

- ~~application shall include the following, at a minimum:—~~
- ~~1.—The purpose and community need for the proposed campus charter;~~
 - ~~2.—A statement of the proposed campus charter's mission and goals;~~
 - ~~3.—Identification of the students to be served;~~
 - ~~4.—The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;~~
 - ~~5.—The plan for meeting the needs of students with disabilities, English language learners, and other special populations;~~
 - ~~6.—The plan for measuring and reporting student achievement and increases in student achievement for all student groups;~~
 - ~~7.—The financial and business plan, including a proposed five-year operating budget and a contingency budget for lower than expected enrollment;~~
 - ~~8.—Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;~~
 - ~~9.—The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;~~
 - ~~10.—Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;~~
 - ~~11.—Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);~~

- ~~12. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;~~
- ~~13. The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including due process, employment contract nonrenewal, and termination procedures;~~
- ~~14. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;~~
- ~~15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;~~
- ~~16. The student discipline plan and procedures;~~
- ~~17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and~~
- ~~18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.~~

Forms

The District shall use partner applications that meet state standards, as applicable. The District shall make the applications available on the District's website and in the central administrative office.

Review Committee

Composition

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation based on established standards of review of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of at least three members, including at least one District staff member and one external evaluator, with relevant and diverse expertise.

Conflicts of Interest

A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process

The review committee may:

1. Request additional information or documents from the applicants;
2. Schedule interviews with applicants; or
3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

Recommendations	<p>The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District's established criteria. After considering the review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.</p>
Charter Performance Contract	<p>If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under which the campus charter will operate and be evaluated during the charter term and for renewal.</p> <p>Each charter performance contract shall address the specific and material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.</p>
Standards	<p>In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including a clear and unambiguous description of the operating partner's authorities, a description of the partner's academic model, the funding structure of the partnership, expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.</p> <p>The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.</p>
Oversight and Evaluation Monitoring System	<p>The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board's performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.</p> <p>To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.</p>
Data Collection	<p>Campus charters shall provide information and data to the District pursuant to state law and the District's reporting schedule using a state-approved student management system.</p> <p>The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.</p>

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

<p>Evaluation and Reports</p>	<p>Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.</p> <p>The Board shall communicate evaluation results to the campus charter's governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.</p> <p>The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.</p>
<p>Campus Charter Autonomy</p>	<p>In accordance with law and the charter performance contract, the Board shall support the operating partner's sole authority over the campus charter's day-to-day operations and budget.</p> <p>The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's performance and operations.</p>
<p>Conflicts of Interest</p>	<p>The District and the operating partner shall comply with applicable conflict of interest provisions in law.</p>
<p>Intervention</p>	<p>The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.</p> <p>Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.</p>
<p>Probation</p>	<p>The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.</p>
<p>Criteria</p>	
<p>Procedure</p>	<p>In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:</p>

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.
4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.
5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Notification

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

Criteria

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;

4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract; **or**
7. Multiple placements on probation as specified in the charter performance contract; **or**.
- ~~8. Failure of the District to obtain the benefits of Education Code 11.174 and 48.2511, if applicable.~~

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including ~~a decision by the commissioner of education to extend an exemption from a sanction or other action under Education Code 11.174(g)~~; the severity of the violation; applicable law; and any previous violation committed by the campus charter.

Procedure

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

Contract Renewal

Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus charter's performance on corrective action plans or other required interventions, if necessary.

Procedure

The District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter's performance record over the contract term and states the District's summative findings concerning the campus's performance and its prospects for renewal.

Decision Not to Renew

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

Notification

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE SCHOOL DISTRICT TEACHING PERMIT FOR
NON-CORE CTE COURSES****

BACKGROUND:

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue a School District teaching permit without approval of the Commissioner of Education for "non-core academic career and technical education (CTE) courses" beginning January 27, 2021 (TEC §21.055 d- 1). Currently, certified Law Enforcement teachers are difficult to find; however, we have an experienced law enforcement applicant who otherwise qualifies for the position. This request is for the Board to exercise its option to issue a District teaching permit to allow us to hire Kenneth Sam into a current vacant teaching position at Eastern Hills High School. In addition, certified Health Science Technology teachers are also difficult to find; however, we have an experienced applicant, Emily Conger, who otherwise qualifies for the vacant Health Science Technology position at O. D. Wyatt High School and Trimble Tech. This request is also for the Board to exercise its option to issue a District teaching permit to allow us to hire for the Health Science Technology vacant position.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve School District Teaching Permit for Non-Core CTE Courses
2. Decline to Approve School District Teaching Permit for Non-CTE Core Courses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve School District Teaching Permit for Non-Core CTE Courses

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Eastern Hills High School
O. D. Wyatt High School
Trimble Tech High School

RATIONALE:

This board item should be approved by the Board in order to hire a qualified teacher for a hard-to-fill teaching vacancy in Law Enforcement and Health Science Technology, as permitted by the Commissioner of Education.

INFORMATION SOURCE:

Kermit Spears

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

TOPIC: APPROVE ADOPTION OF RESOLUTION AND ORDER OF ELECTION

BACKGROUND:

The Texas Election Code requires the governing body of a political subdivision to order an election. The terms of service for five Fort Worth ISD Board members will expire in 2021. School Board members, from Single Member Districts One, Four, Seven, Eight and Nine are to be elected in 2021 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Adoption of Resolution and Order of Election
2. Decline to Approve Adoption of Resolution and Order of Election
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Adoption of Resolution and Order of Election

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

The projected cost of contracted services with the Tarrant County Elections office will be determined once all participating entities are identified and the computation of shared costs is made.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Policy and Planning

RATIONALE:

The terms of the existing Board members are expiring in 2021 and an election must be held to determine who will serve as the Board member for Districts One, Four, Seven, Eight and Nine.

INFORMATION SOURCE:

Karen Molinar

**RESOLUTION AND ORDER OF ELECTION
BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 26th day of January, 2021, the Board of Education for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and among other proceedings had by said Board were the following;

WHEREAS on December 9, 2008, the Board of Education adopted a single member district plan which provided for nine single member districts; and

WHEREAS, a school Board member, from Single Member Districts One, Four, Seven, Eight and Nine, is to be elected in 2021 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

BE IT, RESOLVED AND HEREBY ORDERED, that the Board of Education of the Fort Worth Independent School District, in accordance with the local and special laws of the Legislature of the State of Texas, the applicable general state laws and local policies and any federal court orders pertaining to the election of school trustees, does hereby adopt the following **ORDER OF ELECTION**.

ORDER OF ELECTION

BE IT ORDERED by the Board of Education of the Fort Worth Independent School District that on May 1, 2021, there shall be a general election for the purpose of electing five (5) members, to the Board of Education. One member shall be elected from Single Member District One to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Four to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Seven to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Eight to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Nine to serve a four (4) year term, or until a successor has been duly elected and qualified; and

BE IT FURTHER ORDERED that the member to be elected from Single Member District One shall be elected by the qualified voters of Single Member District One. The member to be elected from Single Member District Four shall be elected by the qualified voters of Single Member District Four. The member to be elected from Single Member

District Seven shall be elected by the qualified voters of Single Member District Seven. The member to be elected from Single Member District Eight shall be elected by the qualified voters of Single Member District Eight. The member to be elected from Single Member District Nine shall be elected by the qualified voters of Single Member District Nine; and

BE IT FURTHER ORDERED that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is February 12, 2021; and

BE IT FURTHER ORDERED that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the Election's Officer, or her designee, not later than 5:00 p.m. on the 12th day of February, 2021; and

BE IT FURTHER ORDERED that on the first Saturday in May 2021, being the 1st day of May, 2021, the election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on the 5th day of June, 2021. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

BE IT FURTHER ORDERED that notice of said election shall be given by publishing the Election Order in a newspaper in the City of Fort Worth, and by posting notice of this **ORDER OF ELECTION** prior to March 3, 2021 on the bulletin board used for posting notices of meetings of the Fort Worth Independent School District. Notice has been posted, prior to June 1, 2020, so as to give notice of the opportunity to submit applications to be placed on the ballot as a candidate. Notice shall be published between the dates of April 1, 2021 and April 21, 2021 in accordance with Section 4.003, Texas Election Code; and

BE IT FURTHER ORDERED that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011.

BE IT, FURTHER RESOLVED, AND ORDERED that the Board of Education of the Fort Worth Independent School District shall identify at a future regular meeting, the early voting hours and locations and the election day polling locations for this election.

Each polling site will be located within the school district and will serve as the precinct

and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the **May 1, 2021**, Fort Worth Independent School District Board member election and any run off, if necessary.

The above Resolution and Order being read, motion was made by _____, and seconded by _____ that this Resolution and Order above and foregoing be passed, approved and adopted.

FOR: _____ **AGAINST:** _____

The above Resolution and Order was voted on and adopted at a regular meeting that the Board of Education held on the 26th day of January, 2021.

Jacinto Ramos, Jr., President
Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE RESOLUTION AND ORDER FOR ELECTION SERVICES
FOR THE MAY 1, 2021 FORT WORTH ISD BOARD OF EDUCATION
ELECTION**

BACKGROUND:

In past elections the school district has contracted with the Tarrant County Elections Administration to oversee the assignment of polling sites, election equipment, judges, clerks, as well as the training of appropriate personnel, and other associated services. This has proven to be cost effective as well as more efficient than administering the election in-house.

Other entities or another entity will be sharing the May 1st election date including Tarrant County. This will lower the cost of what Fort Worth ISD normally would pay for the administration of the election for Districts One, Four, Seven, Eight and Nine.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution and Order for Election Services for the May 1, 2021 Fort Worth ISD Board of Education Election
2. Decline to Approve Resolution and Order for Election Services for the May 1, 2021 Fort Worth ISD Board of Education Election
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution and Order for Election Services for the May 1, 2021 Fort Worth ISD Board of Education Election

FUNDING SOURCE

Additional Details

General Fund

199-41-6439-001-702-99-001-000000

COST:

The projected cost of this contract will be determined once all participating entities are identified and the computation of shared costs is made.

VENDOR:

Tarrant County Elections

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Policy and Planning

RATIONALE:

Adoption of the Resolution to enter into a contract with Tarrant County Elections Administration would save the Fort Worth ISD funds by sharing the cost of equipment, personnel and expertise provided by Tarrant County Elections Administration with other public entities conducting elections May 1, 2021.

INFORMATION SOURCE:

Karen Molinar

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION AND ORDER FOR ELECTION SERVICES**

WHEREAS, the Fort Worth Independent School District Board of Education has ordered a board member election to take place May 1, 2021, for Members to be elected from Single Member District Numbers One, Four, Seven, Eight and Nine; and

WHEREAS, the Texas Election Code, Section 31.092, permits the Board of Education to enter into a contract with the Tarrant County Elections Administrator's office for conducting and supervising the school board member election May 1, 2021 as well as any runoff; and

WHEREAS, by entering into a contract for election services with Tarrant County, the Fort Worth Independent School District will realize a reduction in expense in conducting said election should the Fort Worth Independent School District have conducted the election on its own;

THEREFORE, BE IT ORDERED AND RESOLVED by the Board of Education of the Fort Worth Independent School District:

1. That the Fort Worth Independent School District enters into a Joint Election Agreement with the Tarrant County Elections Administrator, to conduct the school board member election on behalf of the school district May 1, 2021, and that the terms of said contract shall be negotiated by the school district staff.
2. That the Board of Education of the Fort Worth Independent School District hereby authorize the Board President, Jacinto Ramos, Jr., to enter into and sign said Joint Election Agreement on behalf of the Board of Education and the Fort Worth Independent School District.

Motion was made by _____, seconded by _____, that the resolution above and foregoing, be adopted.

FOR: _____ **AGAINST:** _____

The above Resolution was voted on at a regular meeting of the Board of Education held on the 26th day of January, 2021.

Jacinto Ramos, Jr., President
Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE MINUTES OF THE JANUARY 10 AND MARCH 6, 2020
FACILITY MASTER PLAN COMMITTEE MEETINGS**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the special committee to help in the development of a Facilities Master Plan (FMP). The purpose of the Facility Master Plan is to provide a valuable fact-based planning tool for future facility related decision making that is consistent with and supportive of the academic mission. Minutes from the January 10, 2020, and March 6, 2020, meetings held in the Board Conference Room have been reviewed and approved by the FMP members. The January 10th FMP meeting minutes were approved at the March 6th FMP meeting. The March 6th minutes were approved at the November 19th meeting via Zoom. The minutes are now being submitted for approval by the Board.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes of the January 10 and March 6, 2020 Facility Master Plan Committee Meetings
2. Decline to Approve Minutes of the January 10 and March 6, 2020 Facility Master Plan Committee Meetings
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Minutes of the January 10 and March 6, 2020 Facility Master Plan Committee Meetings

FUNDING SOURCE

Additional Details

Not Applicable

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Facility Master Plan Committee

RATIONALE:

The special board committee was created to guide in the development of a facility master plan.

INFORMATION SOURCE:

Art Cavazos

**MINUTES OF THE MEETING OF
FACILITY MASTER PLAN COMMITTEE**

The Facility Master Plan Committee of the Fort Worth Independent School District held a meeting on January 10, 2020 in the Board Conference Room.

The Following Were Present:

Tobi Jackson	David Saenz	Clint Bond
Kent Scribner	Raul Pena	Mike Naughton
Art Cavazos	Barbara Griffith	Tiffany Rogers
Cherie Washington	Carl Alfred	Molly Hyry
Jerry Moore		

1. CALL TO ORDER:

Tobi Jackson called the meeting to order at 9:40 a.m.

Minutes from the October 4 and December 6, 2019 Facility Master Plan meetings were reviewed and approved.

2. DISCUSSION ITEMS:

Census in Each School – Occupancy vs. Student Enrollment by Campus (Presented by Mike Naughton)

High Schools:

- District's comprehensive high school sites average 30 acres. They range from low of 11 to 58 acres.
- Most schools are land locked.
- Average square feet of high schools are 220,000. With bond program renovations, square footage will increase up to 260,000.
- Renovations will generally not increase student capacity at most high schools, but will accommodate collaborative learning, provide larger common areas and allow for elbow room.
- Exception to capacity is South Hills High School, where renovations will allow for more student enrollment.

Middle Schools:

- Most of District's middle schools average 130 square feet per capacity.
- Recently built middle schools will average 190 square feet per capacity.
- Next bond will concentrate on middle schools and some high need elementary schools.
- Schools will have collaborative space, flexible furniture.
- Size of many classrooms would increase from less than 750 square feet to 900 square feet.

Elementary Schools:

- Schools have average capacity of 104 square feet.
- Newer campuses like J.T. White, Rosemont and Westpark have 125 square feet capacity.
- Any new construction will follow that criteria.

Review Enrollment for Choice Programs and Schools (presented by David Saenz):

- Enrollment trends indicate students and parents are choosing schools rather than programs.
- Discussion of programs offered and what attracts students.
 - Law enforcement and firefighter programs suggested.
 - Local law enforcement and firefighters have been willing to partner in the past.
- Applications for Choice Programs for coming school year dropped from 5,369 to 5175.
 - Drop in applications is less than expected after reduction in programming at elementary and middle schools.
 - Students have not been assigned for 2020-2021.
 - Enrollment trends are expected to continue.
- Need to replicate great programs and provide students with options.
- Redesign middle schools; need options for pathways.
- New pyramids with Choice opportunities will help design the next bond.
- Great programs with CTE proving don't have to be connected with a Program of Choice to be a great program.

Overview of Timelines (presented by Mike Naughton):

- Success HS needs to be relocated for next school year
- Sixth Grade Center – Pair Glencrest 6th with Forest Oak MS.
 - Schools will physically remain in current buildings until new bond is passed to build.
- P3 Draft was overviewed.
 - Various options presented to accommodate vacating central administration and District's buildings in the area, along with PDC, Farrington, Lowery Rd, Wichita, Magnolia and Boulevard Heights.

3. Comments:

- Pre-K enrollment starts April 1, 2020.
 - Tanglewood and new Overton Park will offer Pre-K as both campuses will now have room to accommodate program.
- February 7th meeting cancelled; next meeting is March 6th.

4. Adjourn:

Meeting was adjourned at 10:52 a.m.



Handwritten signature in blue ink, appearing to read "Tobi Jackson" and "2020/06 March".

Tobi Jackson

**MINUTES OF THE MEETING OF
FACILITY MASTER PLAN COMMITTEE**

The Facility Master Plan Committee of the Fort Worth Independent School District held a meeting on March 6, 2020 in the Board Conference Room.

The following were present:

Jacinto Ramos	Tobi Jackson	Kent Scribner
Karen Molinar	Art Cavazos	Raul Pena
Cherie Washington	Vicki Burris	Carl Alfred
Michael Ball	Barbara Griffith	Clint Bond
David Johnson	Yvonne Garcia	Gil Griffin
Todd Vesley	Mike Naughton	Ana Solis
Tiffany Rogers	Molly Hyry	

1. CALL TO ORDER:

Tobi Jackson called the meeting to order at 9:47 a.m.

Minutes from the January 10, 2020 Facility Master Plan meetings were reviewed and approved.

2. DISCUSSION ITEMS:

a. Vision for Long Term Athletic Facilities

Purpose:

- Athletics develops young people, enhances life experience, is a vital part of educational experience; will keep students, attract quality coaches, and keep and attract involved parents to FWISD

Replacement Cycles:

- Elastic Layer on fields, Eco Therm, light poles, LED lights, landscaping
- Tracks, pits, rings, runways
- Middle school tracks
- High school tennis courts
- Weight rooms
- Gym floors

Central Site Facilities

- Currently have two sites for football which presents challenges for scheduling all the teams (Clark, Handley)
- Clark Stadium needs restoration-concession stands, restrooms, locker rooms needed on the north end, and under the stadium needs attention
- Propose 5,000 seat stadiums need to be built on the west and north sides of town; will promote community atmosphere
- Propose all purpose athletic complex with indoor turf, cutouts for sports, pull down cages for golf
- Propose perimeter fencing at athletic sites

Campus Facilities

- Assess individual campus needs
- Title IX compliance
- Equity
- Aquatics
- Address concrete gym floors
- Technology

b. TRE and Bond Planning

- Additional security cameras
- Access control
- Staffing
- Teacher incentive allotment
- Physical and virtual security
- Efficiency audit needed in order to increase tax rate

c. 2020-2021 Bond Assessment

- Clear definition of scope needed; define priorities
- Racial equity should be guiding principle in all decisions
- Assessments needed on middle school auditoriums, athletics, fine arts; maintenance items - mechanical, plumbing, roofs not previously addressed

d. Boundary Updates

- Board approved 23 different boundary adjustments to be phased in over the next four years
- Nine are to be implemented this fall

3. COMMENTS

None

4. ADJOURN

10:34 a.m.

A handwritten signature in black ink, appearing to read "Tobi Jackson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tobi Jackson

**ACTION AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE WORKFORCE SOLUTION OF TARRANT COUNTY
CONTRACT AMENDMENT**

BACKGROUND:

The Board originally approved the Workforce Solution of Tarrant County Contract on July 1, 2020. The estimated cost of the Fort Worth ISD Adult Education program for the 2020-2021 school year is \$2,199,757.43, which will be reimbursed as a subcontractor through this agreement. On December 8, 2020, FWISD received additional funding from Workforce Solutions of Tarrant County for the amount of \$100,000 to assist in building capacity to serve adult education students. The revised contract funding amounts, budget, and service targets to reflect updated funding levels.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	07/01/2020	2,199,757.43	-	\$2,199,757.43
Budget Increase	12/8/2020	2,199,757.43	\$100,000	\$2,299,757.43

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solution of Tarrant County Contract Amendment
2. Decline to Approve Workforce Solution of Tarrant County Contract Amendment
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Workforce Solution of Tarrant County Contract Amendment

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Adult Education Locations Throughout Tarrant County

RATIONALE

The attached contract is for specific services outlined in the grant response and are necessary for the successful execution of the Workforce Solution of Tarrant County grant we have accepted. The amendment funding will be used to purchase technology, additional Burlington English seats for EL (English Literacy) Civic students and assist with the cost of IET (Integrated Education and Training) training for ESL (English as a Second Language) Civic students.

INFORMATION SOURCE:

Sherry Breed



**Tarrant County Workforce Development Board
Contract Amendment No. 1**

Program Contract No.: 20-SPC-AEL-004
 Contract Period: July 1, 2020 thru June 30, 2021
 Contractor Name: Fort Worth Independent School District

Reason for the Amendment:

To revise the contract funding amounts, budget, and service targets to reflect updated funding levels.

Amendment to Current Contract:

The contract is amended by:

1. Revising the contracted funding amounts as shown below:

Funding Stream	Original Amounts	Change	Revised Amounts
AEL Program Funds*	1,945,360.09	19,217.21	1,964,577.30
EL Civics	124,976.64	80,782.79	205,759.43
WII Funds	52,863.30	N/A	52,863.30
Performance Fund*	44,114.40	N/A	44,114.40
Prof. Dev.	32,443.00	N/A	32,443.00
Total	2,199,757.43	100,000	2,299,757.43

*AEL Program funds include AEFLA Fed, STATE funds, and TANF

2. Incorporating a revised contract line-item budget, as shown on Attachment A to this amendment, and

3. Incorporating revised customer service targets that replace those originally set forth in the contract Statement of Work, as follows:

Service Category	Target	Change	Revised #
Traditional ABE/ASE and ESL	3039	(881)	2158
Intensive	115	(20)	95
IET	100	10	110
EL Civics	180	72	252
IET Civics	12	(12)	0
Total	3446	(831)	2615

Effective Date:

The effective date of this amendment is December 8, 2020.

Approved:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**



Judy McDonald
Executive Director

12-15-2020
Date

Dr. Kent Scribner
Superintendent, Fort Worth ISD

Date

**ACTION AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: APPROVE RESOLUTION OF THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
GRANTING EMPLOYEES ADDITIONAL PAID LEAVE DUE TO
THE COVID-19 PANDEMIC**

BACKGROUND:

On March 13, 2020, the President of the United States declared a national emergency regarding the spread of the coronavirus (hereafter, "COVID-19"). The United States Congress subsequently passed the Families First Coronavirus Response Act ("FFCRA") requiring certain employers to provide their employees with paid sick leave or expanded family medical leave for specific reasons related to COVID-19. The FFCRA, effective April 1, 2020, expired on December 31, 2020.

Tarrant County continues to see increases in the number of positive COVID-19 tests and in deaths related to COVID-19. Given the area statistics, it is inevitable that our District population's experience will mirror that of the communities we serve. It is in the District's interest to provide a level of financial stability for employees who, by the nature of their jobs, may be exposed to or diagnosed with COVID-19.

Accordingly, the proposed resolution provides the Board the opportunity to authorize continuation of a modified version of the Emergency Paid Sick Leave provision of the FFCRA providing additional paid leave to Qualifying Employees who are unable to report to work or telework due to their own COVID-19 illness or the need to quarantine as a result of direct exposure to someone who has tested positive for COVID-19.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Board of Trustees of the Fort Worth Independent School District to grant additional leave for employees who are unable to report to work or telework due to their own illness or the need to quarantine as a result of direct exposure to someone who has tested positive for COVID-19.

FUNDING SOURCE

Additional Details

All District Budgets

Not Applicable

COST:

During the period from inception of the FFCRA requirement to provide leave time through December 31, 2020, the District incurred approximately \$620,000 in costs. While the future costs are unknown, it would be reasonable to assume that the costs for the remainder of the 2020-2021 school year would be similar to those incurred through December 31, 2020.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All District Schools and Departments

RATIONALE:

By approving this resolution, the Board ensures continuity in our employee population while addressing the safety and well-being of staff, students and the community.

INFORMATION SOURCE:

Karen Molinar
Michael Ball
Cynthia Rincón

**ACTION AGENDA ITEM
BOARD MEETING
January 26, 2021**

**TOPIC: **APPROVE RESOLUTION OF THE BOARD OF TRUSTEES OF
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
AUTHORIZING LEASE OF REAL PROPERTY AND MINERAL
INTERESTS****

BACKGROUND:

The District was notified in October of 2020 by its Oil and Gas consultant that there was interest in a plot of land the District owns. Because of the current price of natural gas, it is advisable for the Board to consider soliciting potential oil and gas leases for the said plot.

Minerals in land belonging to a district may be sold to any person. The sale must be authorized by a resolution adopted by majority vote of the Board. *Education Code 11.153(a)–(b)*

After the Board determines that it is advisable to lease land belonging to the District, it shall give notice of its intention to lease the land. After adoption of a resolution authorizing sale, the board president may execute an oil or gas lease or sell, exchange, or convey the minerals. The mineral deed or lease must recite the approval of the resolution of the Board authorizing the sale. *Education Code 11.153(c)*

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution authorizing the lease of Real Property and Mineral Interests
2. Decline to Approve Resolution authorizing the Lease of Real Property and Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing the Lease of Real Property and Mineral Interests

FUNDING SOURCE

Additional Details

Not Applicable

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Request for Proposals

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

Not Applicable

RATIONALE:

By approving this resolution, the Board can solicit potential leases and select the vendor that would benefit the District.

INFORMATION SOURCE:

Cynthia Rincon
Michael Ball

**THE BOARD OF TRUSTEES OF
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING LEASE OF REAL PROPERTY AND MINERAL
RIGHTS**

WHEREAS, Texas Education Code §11.153 requires that any sale of minerals must be authorized by a resolution adopted by a majority vote of the Board of Trustees of the Fort Worth Independent School District;

WHEREAS, The Board of Trustees of the Fort Worth Independent School District wishes to solicit proposals for an oil and gas lease at the following property:

Property

Being a 30.00 acre tract of land, more or less, being a tract out of the R.R. Ramey Survey, Abstract No. 1341, in Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 3880145, Page 93, Deed Records, Tarrant County, Texas, being the same land described in that deed dated April 12, 1971, from Stewart W. Devore, Trustee, as Grantor to The Fort Worth Independent School District, as Grantee recorded in Volume 5074, Page 421 of the Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin in a fence corner 2623.2 varas West and 2951.0 feet South 0 degrees 04 minutes 00 seconds West from the North-east corner of said Ramey Survey and being the South-west corner of a 130 acre tract formerly owned by Dr. McKee;

THENCE South 89 degrees 43 minutes East 1124.0 feet along a fence to an iron at a fence corner for corner;

THENCE North 0 degrees 05 minutes East 1162.63 feet to a point for corner;

THENCE North 89 degrees 43 minutes West 1124.3 feet to an iron in the West line of said Dr. McKee 130 acre tract for corner;

THENCE South 0 degrees 04 minutes West 1162.63 feet along a fence on said West line to the POINT OF BEGINNING

(Lot 21 & 22, Block 6, Eastbrook Addition)

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees has determined that the Property and mineral rights should be advertised for lease pursuant to §71.005 of the Natural Resources Code, such that the Notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county;

RESOLVED that the Board of Trustees has determined that the Fort Worth ISD shall retain a royalty amount of all produced minerals at no less than 25% of the total (the

“Royalty Amount”);

RESOLVED, that the Board of Trustees has determined that the Property and mineral rights should be leased to the highest bidder who submits a sealed bid that is greater than or equal to the Royalty Amount;

RESOLVED, that the Board of Trustees authorizes the Superintendent to publish the notice of the proposed lease to the general public in a newspaper of general circulation in accordance with §71.005 of the Natural Resources Code, such that the notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county;

RESOLVED, that the Board of Trustees authorizes the Superintendent to receive sealed bids up to 14 days after the final publication date of the notice, at which time the bidding period will be closed;

RESOLVED, that the Board of Trustees authorizes the Superintendent to open the sealed bids at 5:00 p.m. on 14th day after the final publication of the notice and to present said bids to the Board of Trustees;

RESOLVED, that it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Fort Worth Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

Date: January ____, 2021

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
President - Board of Trustees
Fort Worth Independent School District

ATTEST:

Secretary - Board of Trustees
Fort Worth Independent School District

**ACTION AGENDA ITEM
BOARD MEETING
JANUARY 26, 2021**

TOPIC: **APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF THREE (3) ACRES OF LAND AT THE NORTHWEST CORNER OF WICHITA STREET AND I-20, FORT WORTH, TEXAS 76119, EXCLUDING MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

Three (3) Acres of land at the NW Corner of Wichita Street and I-20, Fort Worth, TX

Legal Description: Three (3) acres of land at the Northwest Corner of Wichita Street and I-20 out of a larger 107.695 acre track in the Junior College Addition Lot B of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests

FUNDING SOURCE

Additional Details

Not Applicable

Not Applicable

COST:

All costs associated with the sale of three (3) acres of land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Kent P. Scribner
Multiple Departments within FWISD

RATIONALE:

The three (3) acres of land located at the Northwest corner of Wichita Street and I-20, Fort Worth, Tarrant County, Texas 76119 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, the Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell said acreage. The sale of this property will be in compliance with Chapter 272 of the Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District. The property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

INFORMATION SOURCE:

Kent P. Scribner

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 January 22, 2021 at 5:00 p.m.



**Christian Alvarado
Coordinator
Board of Education**