

*Board of Education
Regular Meeting
November 10, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar

Notice is hereby given that on Tuesday, November 10, 2020, 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/84639385477?pwd=VWJYRmpnMzd6aytMaFF1azByMURUdz09>. Passcode: (480030). 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, November 9, 2020.

Additional Notes:

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: 846 3938 5477

International numbers available: <https://us02web.zoom.us/j/84639385477>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. CALL TO ORDER PUBLIC HEARING

A. Public Hearing to Discuss the District's 2020 Financial Accountability Rating (School First)

- B. Public Comment to Discuss the District's 2020 Financial Accountability Rating (School First)

4. CLOSE PUBLIC HEARING

5. 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.

6. RECOGNITIONS

- A. National American Indian Heritage Month
- B. Proclamation Recognizing November as Parents' Rights in Education Month

7. REPORTS/PRESENTATIONS

- A. Leadership Academy Network Annual Review

8. DISCUSSION OF CONSENT AGENDA ITEMS

9. CONSENT AGENDA ITEMS

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

A. Board of Education Meeting Minutes	6
1. Regular Minutes - October 20, 2020	8
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Purchase of Public Address System, Cabling and Support at Worth Heights Elementary School	17
2. Approve Purchase of Fire Alarm Systems at Rosemont Middle School and Western Hills Elementary School	26
3. Approve Purchase of an Asset Management System and Services	40
4. Approve Purchase of Chromebooks	45
5. Approve Purchase of Hotspots	61
6. Approve Purchase of Chromebooks for the Leadership Academy at Como Elementary School	73
7. Approve Purchase of Chromebooks for the Leadership Academy at Mitchell Boulevard Elementary School	78

8. Approve Purchase of Chromebooks for the Leadership Academy at Maude I. Logan Elementary School	83
9. Approve Purchase of iPads for the Leadership Academy at Maude I. Logan Elementary School	88
10. Approve Purchase of iPads for the Leadership Academy at Como Elementary School	92
11. Approve Purchase of iPads for the Leadership Academy at Mitchell Boulevard Elementary School	96
12. Approve Purchase of HVAC Air Handlers at De Zavala Elementary School	100
13. Approve Purchase of HVAC Rooftop Units at Leonard and Rosemont Middle Schools	109
14. Approve Replacement of HVAC Chillers at Five Schools	119
15. Approve Upgrade of Energy Management Controls at Wedgwood Middle School	151
16. Approve Upgrades of Energy Management Controls at Four Schools	159
17. Approve Ratification for Annual Time and Attendance Software Hosting	174
18. Approve Annual Renewal of Library Management System Software	177
19. Approve Carryover Payment Amount to Teach for America Ending the Educational Professional Services Agreement Signed April 12, 2016	203
20. Approve Letter of Agreement Regarding College Courses for Transition Students with Special Needs for Post-Secondary Employment	209
C. Approve Memorandum of Understanding Between WestEd and Fort Worth Independent School District to Continue Providing Academic Parent-Teacher Teams Training and Services at Oakhurst and Eastern Hills Elementary Schools	218
D. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at the Leadership Academy at Como Elementary for School Year 2020-2021	228
E. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at DeZavala Elementary, Greenbriar Elementary and Daggett Middle School for School Year 2020-2021	236
F. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District After-School Services for School Year 2020-2021	241
G. Approve Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and Fort Worth Independent School District	260

H. Approve Application for the Waiver of the 2020-2021 Request for Maximum Class Size Exception	288
I. Approve Proclamation Recognizing November as Parents' Rights in Education Month	292
J. Approve Minutes for the January 14, 2020, February 4, 2020, and March 3, 2020, Racial Equity Committee Meetings	295
K. Approve Appraisers for the T-TESS Appraisal System Certified Since October 20, 2020	339
L. Approve Extension of Internet Access Services (E-Rate Eligible)	343
M. Approve 2020-2021 Campus Improvement Plans	346
N. Approve Quarterly Investment Report for the Period: July 1, 2020 - September 30, 2020	349
O. Approve Budget Amendment for the Period Ended October 31, 2020	364
P. Approve City of Fort Worth Permanent Drainage Facility Easement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program	369
10. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR	
11. EXECUTIVE SESSION	
The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.	
A. Seek the Advice of Attorneys (Texas Government Code §551.071)	
B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including 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. Chief Information Officer	
2. Executive Director of K-12 Literacy	
C. Security Implementation (Texas Government Code §551.076)	
D. Real Property (Texas Government Code §551.072)	
12. RECONVENE IN REGULAR SESSION - WEBINAR	
13. ACCEPT CONSENT AGENDA	
14. ACTION ITEMS	

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Chief Information Officer

2. Executive Director of K-12 Literacy

15. ACTION AGENDA ITEMS

A. Approve Optional Flexible School Day Program for the 2020-2021 School Year 379

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

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 October 20, 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 October 16, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. via a Zoom webinar and at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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 October 16, 2020 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING OCTOBER 20, 2020

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 16, 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 October 16, 2020.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

President Ramos called the meeting to order at 5:38 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
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Karen Molinar, Deputy Superintendent
Jerry Moore, Chief Academic Officer
Cynthia Rincon, Chief of Legal Services
Kermit Spears, Chief Talent Officer
Cherie Washington, Chief of Secondary Schools

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

2. PLEDGES

Clint Bond led the 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.

Speakers:

Kevin Mechenbier

Ashley Clark

Steven Poole

Rebia Aziz - statement read

Sandra Mercado - statement read

Ken Kuhl

Katie Wilhite - statement read

Layce Smith - statement read

Talal Siddique

Jennifer Treger

Tiffany Rogers

Yanira Borges

4. REPORTS/PRESENTATIONS

A. Lone Star Governance: Emergency Constraints

Topics discussed are as listed:

Fort Worth ISD COVID-19 Response Top Priorities

Karen Molinar introduced the constraints and Dr. Scribner provided additional information.

1: Access to Learning

Enrollment breakdown by race

First week of school attendance

Jerry Moore shared information regarding average Daily Attendance (ADA) and ADA action steps.

2: Health and Safety

Dr. Scribner discussed the following:

State PPE Allotments

PPE Distribution to Campuses

Karen Molinar discussed the following:

COVID-19 Training for Campus Based Staff

COVID-19 District Required Training

Social Emotional Learning (SEL).

3: Transparency and Stake Holder Communication

Karen Molinar gave information as follows:

Progress Monitoring Calendar

Parents as Partners (36,986 total active parent portal accounts as of 10/14/2020)

Let's Talk with FWISD
1.1 Stakeholder Average Feedback Score
Goal 2: Early Math

B. Voter Approval Tax Ratification Election

Dr. Scribner and the team gave this presentation

If the TRE passes, the District would move from place 19, to place 13, in comparison to surrounding districts.

1. Teacher Compensation in the amount of \$66M new dollars would be received, increasing teacher pay and incentivize great teachers for students who have greatest need.

2. Funds for Campus Safety, Health, and Security

3. Connectivity and Devices

5. ACTION AGENDA ITEM

A. Approve Naming the Auditorium at M.H. Moore Elementary School the Cynthia Bosquez Auditorium

Motion was made by Ashley Paz, seconded by Anne Darr, to approve Naming the Auditorium at M.H. Moore Elementary School the Cynthia Bosquez Auditorium.

The motion was unanimously approved.

Kristina Munos, daughter of Ms. Bosquez, gave comments.

6. DISCUSSION OF CONSENT AGENDA ITEMS

Item 7.F. was moved to Action.

Mr. Robbins requested a correction of the September 10th minutes. The vote for Action Agenda Item 6.A. should have been 6 for, instead of 7 for.

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

A. Board of Education Meeting Minutes

1. Workshop Minutes - September 8, 2020

2. Special Minutes - September 10, 2020

3. Special Minutes - September 15, 2020

4. Regular Minutes - September 22, 2020

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approve Purchase of Chromebooks for the Leadership Academy at John T. White Elementary
 2. Approve Purchase of iPads for the Leadership Academy at John T. White Elementary
 3. Approve Purchase of Mariachi Items Destroyed in Flood at North Side High School
 4. Approve Purchase of Literacy Learning System Software and Training
 5. Approve Data Platform System to Monitor and Support Social-Emotional Learning and Engagement
 6. Approve Ratification of Purchase of a Centralized Management Tool for Professional Services for COVID-19 Response Protocols
 7. Approve Ratification Purchase of Online Learning and Collaboration Services for Education
 8. Approve Ratification of Support Services for Network Connectivity
 9. Approve Renewal of the Online Registration System
 10. Approve Renewal of Electronic Document Management Software, Licenses and Support
 11. Approve Payment for Coding Licensing Fees
 12. Approve Contract with Consulting Agency for 2020-2021 Principal Supervisor Professional Learning and Coaching
 13. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Juvenile Justice Department for the Term of Three Years, Ending with the 2022-2023 School Year
- C. Approve Affiliation Agreement Between Fort Worth Independent School District and Stephen F. Austin University for Clinical Internship/Field Experiences, Clinical Student Teaching, Internships or Professional Practicums

- D. Approve Interlocal Agreement with Crowley Independent School District for the Services of the District's Occupational Health Care Plan
- E. Approve Memorandum of Understanding Between Fort Worth Independent School District and Best Buddies International to Provide Leadership Development Opportunities for Students
- F. Approve Memorandum of Understanding Between Fort Worth Independent School District and Early Childhood Intervention of North Central Texas for Children Participating in Preschool Programs

Motion was made by Ashley Paz, seconded by Quinton Phillips, to approve Memorandum of Understanding Between Fort Worth Independent School District and Early Childhood Intervention of North Central Texas for Children Participating in Preschool Programs.

The motion was unanimously approved.

- G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Chapter of the Association Independent Electrical Contractors of America
- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and University of Texas Southwest Medical Center to Participate in the DFW COVID-19 Prevalence Study
- I. Approve Memorandum of Understanding Between Fort Worth Independent School District and Dallas Holocaust and Human Rights Museum
- J. Approve Memorandum of Understanding Between Fort Worth Independent School District and Marriott Foundation for People with Disabilities and Bridges from School-to-Work
- K. Approve Online English and Math Instructional Program for High School Students
- L. Approve 2020-2021 Budget Development Calendar
- M. Approve Proposed Budget Amendments for the Fiscal Year Ending June 30, 2021, for the General Fund, Debt Service Fund, and Child Nutrition Fund
- N. Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2020
- O. Approve Preliminary Replat for Job No. 083-131 Young Men's Leadership Academy in Conjunction with the 2017 Capital Improvement Program

WEBINAR

The meeting was recessed at 7:40 p.m.

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)

1. United States Environmental Agency, Region 6, Docket No. RCRA-06-2020-0965

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Manager III-Risk Management

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened at 9:04 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve CONSENT AGENDA WITH THE EXCEPTION OF ITEM 7.F., WHICH WAS MOVED TO ACTION.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Manager III-Risk Management¹⁴

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Personnel Appointment of Manager III-Risk Management, Alex Schropp.

The motion was unanimously approved.

Michael Ball made introductory remarks regarding Alex Schropp.

13. ACTION AGENDA ITEMS

At this time, Consent Agenda Item 7.F. which was pulled earlier, from Consent to Action, was voted on.

- A. Approve Consideration and Possible Action on the Proposed Administrative Compliance Order on Consent, United States Environmental Protection Agency, Region 6, Docket No. RCRA-06-2020-0965, in the Matter of Fort Worth Independent School District

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve Consideration and Possible Action on the Proposed Administrative Compliance Order on Consent, United States Environmental Protection Agency, Region 6, Docket No. RCRA-06-2020-0965, in the Matter of Fort Worth Independent School District.

The motion was unanimously approved.

- B. Approve Purchase of Land from the City of Fort Worth Via Direct Sale for Lot Located at 1919 Vincennes St., Fort Worth, TX

Motion was made by Norman Robbins, seconded by Tobi Jackson, to approve Purchase of Land from the City of Fort Worth Via Direct Sale for Lot Located at 1919 Vincennes St., Fort Worth, TX.

The motion was unanimously approved.

- C. Approve to Authorize Superintendent to Negotiate and Enter Lease of Warehouse at 2224 E. Lancaster Avenue, Fort Worth, TX

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve to Authorize Superintendent to Negotiate and Enter Lease of Warehouse at 2224 E. Lancaster Avenue, Fort Worth, TX.

The motion was unanimously approved.

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

15. ADJOURN

The meeting was adjourned at 9:16 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
November 10, 2020**

TOPIC: APPROVE PURCHASE OF PUBLIC ADDRESS SYSTEM, CABLING AND SUPPORT AT WORTH HEIGHTS ELEMENTARY SCHOOL

BACKGROUND:

The Public Address (PA) systems at campuses are vital for instant communication, as well as scheduled and emergency communications. The PA system at Worth Heights Elementary School is experiencing mechanical failures that are attributed to age and needs to be replaced. An Internet Protocol (IP) based PA system will serve well at the campus, while also providing a District-wide solution for emergency communications with the ability to utilize remote devices. The IP based PA solution will include cabling and five years of support.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Public Address System, Cabling and Support at Worth Heights Elementary School
2. Decline to Approve Purchase of Public Address System, Cabling and Support at Worth Heights Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Public Address System, Cabling and Support at Worth Heights Elementary School

FUNDING SOURCE
TRE

Additional Details
198-51-6299-001-184-99-501-000000

COST:

\$135,929.49

VENDOR:

Southwest Networks

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (i) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3719. 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

Worth Heights Elementary School

RATIONALE

The new PA system will provide a critical safety and operational communication resource at Worth Heights Elementary School

INFORMATION SOURCE:

Art Cavazos

Fort Worth Independent School District

Worth Heights Elementary School – Valcom Paging Project
519 E. Butler St.
Fort Worth, TX 76110



10-9-2020

TX DIR# TSO-3719

BID #20836

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Worth Heights Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install seventy-two (72) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at Worth Heights Elementary School.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
12. Project duration is expected to be three to four weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (complete Bill of Materials in Appendix A).
3. SWN and Valcom Professional Services will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Worth Heights Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of seventy-two (72), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations as well as the Cafeteria/Auditorium, as defined on SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty-two (52) classroom locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria/Auditorium will also have call buttons (one each) installed. Two cables are provided for new Valcom admin phones.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. Southwest Networks, Inc. (SWN) shall furnish and install cabling to link sixty-one (61) analog speakers in a "Daisy Chain" for Hallway/Common area communication (45), gym/auditorium (6) and exterior marine horn speakers (5), back to existing MDF/IDF network closets where they will tie to the new Valcom paging system.
6. At each Analog speaker dolphin compression style wire splices will be used to connect each speaker into the "Daisy Chain" that shares the same cabling segment/zone.
7. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
8. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install four (4), Panduit, 48-Port, Angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.
2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of seventy (70), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of sixty-three (63), CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project as well as a one-year warranty for labor and equipment.

Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).

Project Pricing: \$135,929.49

Materials – 104,664.49

Labor - \$31,285.00

This proposal is valid for ninety (90) days from date of submission.

**Appendix A
Bill of Materials**

Line	Qty	Product	Description
1	1	VE6025	Application Server
2	1	VE8014BR	Network FXS Port
3	4	VE8004BR	Network Audio Port
4	4	V-C6124P	Power Supply
5	2	VEADP3	Valcom Admin Phone
6	52	VL520BK-F	Classroom IP Speaker/Display
7	2	VL550BK-F	Larger Classroom IP Speaker/Display
8	52	V-2972	Call Switches
9	7	V-1092	Volume Control
10	7	VE2973	IP Call Switch/Volume Control
11	45	V-9022A	Common Area Lay-in Analog 2X2 Speaker – White
12	6	V-9880	Interior Vandal Resistant Flex Horn
13	5	V-1030M	Exterior/Gym Marine Horn



Vendor Contract Information

Vendor Name Communication Concepts
Contact Jeff Mauldin
Phone Number 8179209902
Phone Extension 127
Email info@coconcepts.com
Website www.coconcepts.com
Federal ID 75-2518845
Accepts RFQs Yes
Address Line 1 4216 Hahn Blvd
Vendor City Fort Worth
Vendor Zip 76117
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms 1% in 10/Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Fire and Security Systems and Monitoring Services
Contract # 574-18
Effectiv Date 2018-12-01
Expiration Date 2021-11-30
Quote Reference Number 574-18
Return Policy 20% restocking fee, product must be in original packaging and factory sealed

Texas Department of Information Resources

DIR TSO 3719

Can't find what you're looking for?



Home / All Contracts & Services / Contract Detail

Southwest Networks, Inc.

Vendor ID
1752219844300

URL
[Vendor Website](#)

HUB Type
Hispanic/Male

DIR Contract Number
DIR-TSO-3719

Contract Term End Date
1/10/2021

Contract Exp Date
1/10/2021

Contact Southwest Networks, Inc.

Contact
[Shea Williford](#)
Phone
(817) 640-2225 Ext 203
Fax
(972) 602-4476

Contact DIR

Contact
[Tara Lindgren](#)
Phone
(512) 475-4963
Fax
(512) 475-4759

Contract Overview

Southwest Networks offers cabling installation services through this contract, including: telecommunication equipment, electrical equipment, cables, wires, and communication and media related services. This contract is only available for Zones 1, 2, 3, 4 and 5. Please see the Zone Cabling Map for areas covered. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2021

Contract Documents

- [DIR-TSO-3719 Contract PDF \(134.44KB\)](#)
- [DIR-TSO-3719 Appendix A Standard Terms and Conditions \(per Amendment 1\) PDF \(917.66KB\)](#)

- [DIR-TSO-3719 Appendix B HUB Subcontracting Plan PDF \(1.61MB\)](#)
- [DIR-TSO-3719 Appendix C Pricing Index PDF \(158.77KB\)](#)
- [DIR-TSO-3719 Exhibit 1 RFO DIR-TSO-TMP-246 ZIP \(4.44MB\)](#)
- [DIR-TSO-3719 Amendment 1 PDF \(104.5KB\)](#)
- [DIR-TSO-3719 Cabling Zone Map PDF \(163.29KB\)](#)

Electronic and Information Resources (EIR) Accessibility

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

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

How To Order

1. For product and pricing information, visit the [Southwest Networks, Inc.](#) website or contact [Shea Williford](#) at (817) 640-2225 Ext 203
2. Generate a purchase order made payable to Southwest Networks, Inc. and you must reference the DIR Contract Number **DIR-TSO-3719** on your purchase order.

[Show more](#)

Available Brands (20 total)

Berk-Tek
Cablofil
Carlton
Circa

[Show more](#)

Available Products & Services (0 total)

[Show more](#)

Commodity Codes (12 total)

280-29 - Communication and Telecommunication Cable and Wire, Including Fiber Cable
280-70 - Telephone Cables and Wires, Single and Multiconductor, Clad Steel and Copper
280-95 - Wire and Cable (Not Otherwise Classified)
285-10 - Cable Accessories: Clamps, Clasps, Clips, Closures, Reels, Splices, Wrappings, etc.

[Show more](#)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF FIRE ALARM SYSTEMS AT ROSEMONT MIDDLE SCHOOL AND WESTERN HILLS ELEMENTARY SCHOOL

BACKGROUND:

The fire alarm systems at Rosemont Middle School and Western Hills Elementary School need replacement. The need to bring the system up-to-date at Rosemont Middle School is the result of the modernization of the elevator at the school. Due to the upgraded fire detection and protection devices associated with the new elevator, it is not possible to integrate it with the current fire alarm system at the school. The fire alarm system at Western Hills Elementary has stopped working and needs to be replaced.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fire Alarm Systems at Rosemont Middle School and Western Hills Elementary School
2. Decline to Approve Purchase of Fire Alarm Systems at Rosemont Middle School and Western Hills Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fire Alarm Systems at Rosemont Middle School and Western Hills Elementary School

FUNDING SOURCE

Additional Details

TRE	198-51-6396-001-056-99-501-0000000.....\$179,917
	198-51-6396-001-180-99-501-0000000.....\$128,838

COST:

\$308,755

VENDOR:

Communication Concepts

PURCHASING MECHANISM

Interlocal Agreement

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Rosemont Middle School
Western Hills Elementary School

RATIONALE:

Working fire alarm systems at all District schools are critical for the safety of students, staff and property.

INFORMATION SOURCE:

Art Cavazos



FORT WORTH ISD
WESTERN HILLS ELEMENTARY SCHOOL
2805 LAREDO DRIVE
FORT WORTH, TEXAS 76116

10/28/2020
6 Pages

Re: WESTERN HILLS ELEMENTARY SCHOOL – FIRE ALARM SYSTEM REPLACEMENT

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

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

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

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

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

Best Regards,

Lorrie Alvarado
Vice President
Construction Relationships and Business Development

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

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



WESTERN HILLS ELEMENTARY SCHOOL

FORT WORTH ISD
2805 LAREDO DRIVE
FORT WORTH, TEXAS

SCOPE OF WORK - INCLUDED:

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

DRAWINGS & ADDENDA USED TO PREPARE THIS BID:

1. Drawings date: 9/30/2016 & 5/5/2014
2. Sheets: T201, T1801.1, T1801.1A, T1801.1B
3. Addenda acknowledged: 0

BUILDING SECTION INCLUDED IN THIS BID:

1. Main Building

PHASING INCLUDED IN THIS BID:

1. 1-Phase

- ✚ This Design and Build Proposal includes all labor and materials required for the design and installation of the Silent Knight Addressable/Voice Evacuation Fire Alarm System per NFPA, ADA, ANSI, local, state and national codes applicable at bid time, and based upon the information provided on the bid drawings listed above.

- ✚ ***Conduit and rough in is included***
- ✚ ***Demolition of existing system included.***
- ✚ ***Cover plates for abandoned devices included.***
- ✚ ***Replacement ceiling tiles damaged by Coco included.***

Smoke/Fire Door Holder Interface

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

Access Control System Interface

1. The total quantity of Addressable Fire Alarm Relays for Access Control System Bypass: **Qty-2**

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

Mechanical

1. This proposal includes coordination with the Mechanical Systems based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified below.
 - a. Duct Mounted Smoke Detectors with Remote LED's: Qty-8 **(BUDGETED)**
 - b. Addressable Fire Alarm and Contactor Relays for HVAC Shutdown: Qty-8
2. HVAC Units greater than 2,000-CFM were shown on the Mechanical and Electrical Drawings. **(BUDGETED)** Proposal includes one Duct Detector with a Fire Alarm Control Relay within 3-Ft of each HVAC unit greater than 2,000-CFM shown on the Mechanical Drawings. Duct Detectors and sample tubes will be provided, powered, and terminated by Communication Concepts and installed by the Mechanical Contractor.
3. Smoke Detectors for Fire Smoke Dampers are not included.
4. All devices are to be located as shown on Communication Concepts shop drawings as approved by the AHJ and Architect.
5. The Mechanical Contractor is required to attend a Functional Pre-Test of the Fire Alarm System/ Mechanical System Interface not less than 24-hours in advance of the final Fire Alarm System Inspection by the AHJ.

Sprinkler System

1. This proposal includes coordination with the Sprinkler System based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified below.
 - a. Flow and Tamper Switches: Qty-8-Points
 - b. Kitchen Hood System: Qty-2-Point

Elevator

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

3rd Party Peripheral System Interfaces

1. Sound System Shutdown: Qty-1-Point

Monitoring

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

Other Clarifications - Included

1. Fire Alarm Permit: Qty-1
2. AHJ Submittal/Shop Drawing Review Fees: Qty-1
3. Communication Concepts understands the importance of properly documenting existing systems for the protection of all parties. Thus, Communication Concepts cannot accept responsibility for system repair if demolition or construction takes place prior to the 100% pretest of the existing system.
4. All 110Vac or greater power. All circuits to be dedicated with 3rd wire ground.
5. Conduit raceway, sleeves, conduits with pull strings, All conduit or raceway must stub back to accessible exposed or lay-in ceilings. Back boxes are to be installed as indicated on Communication Concepts' submittal shop drawings as approved by the AHJ and Architect. Please do not rely on bid drawings. Wiremold, faceplates, stub ups and flex whip included.
6. Access panels
7. Fire caulking and fire stopping systems
- 8. Replacement of Ceiling Tile damaged by this contractor.**
9. Design, shop drawings, installation and owner's training.
10. All cable will be plenum rated, provided and installed by Communication Concepts.
11. Provide and install J-Hooks and Bridle Rings for Cable Pathway
12. Initial programming
13. All work to be performed during Communication Concepts' normal business hours.
14. This proposal, terms and conditions, inclusions and exclusions must be incorporated into any contract or agreement to perform this work.
15. Certificate of Installation, O&M Manual(s), and As-Built Drawings as specified.
16. One (1) year parts and labor warranty for naturally defective parts or workmanship. This proposal warranty begins with substantial use of the system by the end user. Warranty service will be provided during Communication Concepts' normal business hours.
- 17. This price is valid for 90-days from the date of this proposal.**
18. Buy-Board pricing is included #574-18.
- 19. After hours installation included.**



COMMUNICATION CONCEPTS



Other Clarifications - Excluded

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

1. Any additional information provided after bid time that requires additional work or materials.
2. Additional devices required after the Fire Marshal/AHJ/FPE submittal/drawings review and during/after the Fire Alarm System Inspection with the AHJ.
3. Additional work or materials required due to hidden or unidentified conditions above ceilings, below floors or in walls is not included.
4. Additional work or materials required due asbestos abatement and any work associated with scheduling, rescheduling, phasing, demobilization, remobilization, damage to existing or new systems under Communication Concepts' scope of work, and troubleshooting/repair of systems due to asbestos abatement or related concerns is not included.
Coring, cutting, patching, and painting of walls, floors, ceilings, roofing and/or concrete, etc
5. Delays due to incomplete work of other trades.
6. This proposal excludes any repair or upgrades to the existing system and peripheral devices to repair defective equipment or make them to comply with local, NFPA, ADA, TAS and/or ANSI standards.
7. AutoCAD .dwg backgrounds are to be provided by others free of charge for submittal shop drawing and for AHJ submittal purposes.
 - a. Conversion of Revit files to .dwg format is not included. BIM and 3D modeling are not included.
8. Printers
9. All controls and interface cabling from addressable fire alarm control relays to associated Nurse Call, Security, Access Control, Sound Reinforcement, Audio-Visual, EMS, BMS, Smoke Control, Elevator, HVAC units and Fire Smoke Dampers are to be provided, installed and terminated by others.
10. Portable Buildings are not included.
11. Any re-inspection fees, penalties, charges or portion imposed by the AHJ, for the failing of the Fire Alarm System Inspection caused by the malfunction or unpreparedness of other trades.
12. Fire Alarm relay provided and installed by others at each Access Control Power Supply enabling "Free Egress" in a Fire Alarm Condition.
13. Unforeseen Cost Increases: This proposal does not include any contingency to address unpredictable market price conditions for building materials, equipment, cabling, copper, aluminum, steel, etc.
14. Sales and/or Use Tax
15. Payment & Performance Bonds



BASE PROPOSAL BUY BOARD 574-18 PRICE:

\$128,838.00

+ Fire Alarm and Detection System Replacement

Best Regards,

Lorrie Alvarado

Vice President

Construction Relationships and Business Development

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

Email: lalvarado@coconcepts.com



FORT WORTH ISD
ROSEMONT MIDDLE SCHOOL
1501 W. SEMINARY DRIVE
FORT WORTH, TEXAS 76115

10/28/2020

6 Pages

Re: ROSEMONT MIDDLE SCHOOL – FIRE ALARM SYSTEM REPLACEMENT

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

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

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

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

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

Best Regards,

Lorrie Alvarado
Vice President
Construction Relationships and Business Development

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

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



ROSEMONT MIDDLE SCHOOL
FORT WORTH ISD
1501 W. SEMINARY DRIVE
FORT WORTH, TEXAS 76115

SCOPE OF WORK - INCLUDED:

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

DRAWINGS & ADDENDA USED TO PREPARE THIS BID:

1. Drawings date: 4/26/17
2. Sheets: EC2.01, EC2.02, EC2.03, EC2.04, EC2.05
3. Addenda acknowledged: 0

BUILDING SECTION INCLUDED IN THIS BID:

1. Main Building
2. **Portable Building, Remote Gymnasium and Field House included**

PHASING INCLUDED IN THIS BID:

1. 1-Phase

- ✚ This Design and Build Proposal includes all labor and materials required for the design and installation of the Silent Knight Addressable/Voice Evacuation Fire Alarm System per NFPA, ADA, ANSI, local, state and national codes applicable at bid time, and based upon the information provided on the bid drawings listed above.

- ✚ ***Conduit and rough in is included***

- ✚ ***Demolition of existing system included.***

- ✚ ***Portable buildings included.***

- ✚ ***Cover plates for abandoned devices included.***

- ✚ ***Replacement ceiling tiles damaged by Coco included.***

Smoke/Fire Door Holder Interface

1. The total quantity of Addressable Fire Alarm Relays for Smoke/Fire Door Holder Interface **budgeted** for this project is: Qty-4
2. Smoke/Fire Door Holders are to be provided and installed by others and powered by Communication Concepts.

Access Control System Interface

1. The total quantity of Addressable Fire Alarm Relays for Access Control System Bypass: **Qty-2**

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

Mechanical

1. This proposal includes coordination with the Mechanical Systems based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified below.
 - a. Duct Mounted Smoke Detectors with Remote LED's: Qty-6 (**BUDGETED**)
 - b. Addressable Fire Alarm and Contactor Relays for HVAC Shutdown: Qty-6
2. HVAC Units greater than 2,000-CFM were shown on the Mechanical and Electrical Drawings. Proposal includes one Duct Detector with a Fire Alarm Control Relay within 3-Ft of each HVAC unit greater than 2,000-CFM shown on the Mechanical Drawings. Duct Detectors and sample tubes will be provided, powered, and terminated by Communication Concepts and installed by the Mechanical Contractor.
3. Smoke Detectors for Fire Smoke Dampers are not included.
4. All devices are to be located as shown on Communication Concepts shop drawings as approved by the AHJ and Architect.
5. The Mechanical Contractor is required to attend a Functional Pre-Test of the Fire Alarm System/Mechanical System Interface not less than 24-hours in advance of the final Fire Alarm System Inspection by the AHJ.

Sprinkler System

1. This proposal includes coordination with the Sprinkler System based upon the Bid Drawings referenced above at Bid Time. Some assumptions are made based upon the lack of information. These assumptions have been clarified below.
 - a. Flow and Tamper Switches: Qty-4-Points
 - b. Kitchen Hood System: Qty-2-Point

Elevator

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

3rd Party Peripheral System Interfaces

1. Sound System Shutdown: Qty-1-Point (budgeted)

Monitoring

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

Other Clarifications - Included

1. Fire Alarm Permit: Qty-1
2. AHJ Submittal/Shop Drawing Review Fees: Qty-1
3. Communication Concepts understands the importance of properly documenting existing systems for the protection of all parties. Thus, Communication Concepts cannot accept responsibility for system repair if demolition or construction takes place prior to the 100% pretest of the existing system.
4. All 110Vac or greater power. All circuits to be dedicated with 3rd wire ground.
5. Conduit raceway, sleeves, conduits with pull strings, All conduit or raceway must stub back to accessible exposed or lay-in ceilings. Back boxes are to be installed as indicated on Communication Concepts' submittal shop drawings as approved by the AHJ and Architect. Please do not rely on bid drawings. Wiremold, faceplates, stub ups and flex whip included.
6. Access panels
7. Fire caulking and fire stopping systems
- 8. Replacement of Ceiling Tile damaged by this contractor.**
9. Design, shop drawings, installation and owner's training.
10. All cable will be plenum rated, provided and installed by Communication Concepts.
11. Provide and install J-Hooks and Bridle Rings for Cable Pathway
12. Initial programming
13. All work to be performed during Communication Concepts' normal business hours.
14. This proposal, terms and conditions, inclusions and exclusions must be incorporated into any contract or agreement to perform this work.
15. Certificate of Installation, O&M Manual(s), and As-Built Drawings as specified.
16. One (1) year parts and labor warranty for naturally defective parts or workmanship. This proposal warranty begins with substantial use of the system by the end user. Warranty service will be provided during Communication Concepts' normal business hours.
- 17. This price is valid for 90-days from the date of this proposal.**
18. Buy-Board pricing is included #574-18.
- 19. After hours installation included.**



Other Clarifications - Excluded

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

1. Any additional information provided after bid time that requires additional work or materials.
2. Additional devices required after the Fire Marshal/AHJ/FPE submittal/drawings review and during/after the Fire Alarm System Inspection with the AHJ.
3. Additional work or materials required due to hidden or unidentified conditions above ceilings, below floors or in walls is not included.
4. Additional work or materials required due asbestos abatement and any work associated with scheduling, rescheduling, phasing, demobilization, remobilization, damage to existing or new systems under Communication Concepts' scope of work, and troubleshooting/repair of systems due to asbestos abatement or related concerns is not included.
Coring, cutting, patching, and painting of walls, floors, ceilings, roofing and/or concrete, etc
5. Delays due to incomplete work of other trades.
6. This proposal excludes any repair or upgrades to the existing system and peripheral devices to repair defective equipment or make them to comply with local, NFPA, ADA, TAS and/or ANSI standards.
7. AutoCAD .dwg backgrounds are to be provided by others free of charge for submittal shop drawing and for AHJ submittal purposes.
 - a. Conversion of Revit files to .dwg format is not included. BIM and 3D modeling are not included.
8. Printers
9. All controls and interface cabling from addressable fire alarm control relays to associated Nurse Call, Security, Access Control, Sound Reinforcement, Audio-Visual, EMS, BMS, Smoke Control, Elevator, HVAC units and Fire Smoke Dampers are to be provided, installed and terminated by others.
10. Pathways to remote buildings.
11. Any re-inspection fees, penalties, charges or portion imposed by the AHJ, for the failing of the Fire Alarm System Inspection caused by the malfunction or unpreparedness of other trades.
12. Fire Alarm relay provided and installed by others at each Access Control Power Supply enabling "Free Egress" in a Fire Alarm Condition.
13. Unforeseen Cost Increases: This proposal does not include any contingency to address unpredictable market price conditions for building materials, equipment, cabling, copper, aluminum, steel, etc.
14. Sales and/or Use Tax
15. Payment & Performance Bonds



BASE PROPOSAL BUY BOARD 574-18 PRICE: **\$179,917.00**

+ Fire Alarm and Detection System Replacement

Best Regards,

Lorrie Alvarado

Vice President

Construction Relationships and Business Development

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

Email: lalvarado@coconcepts.com

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF AN ASSET MANAGEMENT SYSTEM AND SERVICES

BACKGROUND:

The Technology Asset Management System (TAMS) is a hosted solution and is an essential tool for tracking District technology equipment that includes computers, laptops, student mobile devices, interactive displays and network electronics. Technology equipment inventory is listed in the system by asset tag, serial number, and location. TAMS is an essential tool for managing the inventory of mobile computing devices that are issued to students and mobile devices issued to staff members. This is a multi-year agreement paid annually.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of an Asset Management System and Services
2. Decline to Approve Purchase of an Asset Management System and Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of an Asset Management System and Services

FUNDING SOURCE

Additional Details

General Fund	199-53-6639-001-999-99-501-000000.....\$37,500
	199-53-6639-001-999-99-501-000000.....\$78,348
	199-53-6639-001-999-99-501-000000.....\$86,182

COST:

\$202,030

VENDOR:

Hayes Software Systems

PURCHASING MECHANISM

Interlocal Agreement

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Wide

RATIONALE:

The technology asset management systems will ensure that Fort Worth ISD has a tool to manage the status of District technology equipment.

INFORMATION SOURCE:

Art Cavazos



12007 Research Boulevard
 Suite 103
 Austin, Texas 78759
 office: 800-749-5086
 fax: 512-749-5086
www.hayessoft.com

Addendum #1 to TIPWeb Software License Agreement

This Addendum #1 ("Addendum") by and between Hayes Software Systems ("Hayes") and Fort Worth ISD ("Customer") with an effective date of October 9, 2020 ("Addendum Effective Date") amends that certain TIPWeb Software License Agreement with an effective date of May 1, 2015 ("Agreement").

WHEREAS, Hayes and Customer mutually desire to amend the Agreement as set forth in this Addendum;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Addendum and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hayes and Customer agree as follows:

- 1) Hayes and Customer agree that this addendum allows for an unlimited number of campuses to be added at no additional cost.
- 2) Customer agrees that the Term of the Agreement shall be extended for one 6-month term (1/1/21-6/30/21) and two 12-month terms beginning July 1, 2021 and ending June 30th, 2023 (the "New Term").
- 3) Hayes and Customer agree to replace Exhibit E: Costs, Payment Schedule and Terms, and Other Fees, of the Agreement with the following:

Schedule of Payments:

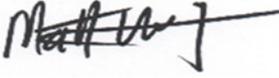
Payment Due Date	Description of Payment	Payment Amount
January 1, 2021	Updates, Technical Support and One Annual Web-Based Refresher Training for IT from January 1, 2021 through June 30 th , 2021 (\$75,000 annually / 12 = \$6,250/m x 6 months = \$37,500)	**\$ 37,500.00
July 1, 2021	Updates, Technical Support and One Annual Web-Based Refresher Training for IT.	**\$ 78,348.00
July 1, 2022	Updates, Technical Support and One Annual Web-Based Refresher Training for IT.	**\$ 86,182.00

*****As an added feature now extended to Customer's, your annual maintenance fee includes one web-based refresher training session for TIPWeb-IT each year.***

All other terms and conditions of the Agreement shall remain unchanged. The parties hereto agree to the foregoing as evidenced by their signatures below.

HAYES SOFTWARE SYSTEMS

By: Matt Winebright



Title: President/ Chief Executive Officer

Date: 10/9/2020

Federal Tax ID# **74-2576112**

Fort Worth ISD

By: _____

Print Name

Signature

Title: _____

Date: _____



Vendor Contract Information

Vendor Name Hayes Software Systems
Contact Matt Winebright
Phone Number 5122197610
Email sales@hayessoft.com
Website www.hayessoft.com
Federal ID 74-2576112
Accepts RFQs Yes
Address Line 1 12007 Research Boulevard, Suite 103
Vendor City Austin
Vendor Zip 78759
Vendor State TX
Vendor Country USA
Delivery Days 1
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Technology Equipment, Products, Services and Software
Contract # 579-19
Effectiv Date 2019-01-01
Expiration Date 2021-12-31
Quote Reference Number 579-19

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF CHROMEBOOKS

BACKGROUND:

During the 2019-2020 school year, Fort Worth ISD applied for the 2020-2021 Technology Lending Grant with the Texas Education Agency. The program awards grants to implement a technology lending program to loan students the Chromebooks necessary to access and use digital instructional materials. The District was awarded the \$150,000 grant for the 2020-2021 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Chromebooks
2. Decline to Approve Purchase of Chromebooks
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Chromebooks

FUNDING SOURCE

Additional Details

Special Revenue

429-12-6396-B16-XXX-24-689-000000-20S10

COST:

\$ 84,345.60

VENDOR:

CDWG

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 Omnia Partners Contract R160201. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

A.M. Pate Elementary School
Carter Park Elementary School
Maudrie Walton Elementary School
Morningside Elementary School
Van-Zandt-Guinn Elementary School
West Handley Elementary School

RATIONALE:

The grant funds will allow us to provide approximately 40 Chromebooks for each of the elementary schools listed above. Parents and students will be able to check the Chromebooks out for use during virtual learning.

INFORMATION SOURCE:

Jerry Moore

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. To convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJZ085	10/6/2020	WEST HANDLEY	0926086	\$14,057.60

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: NX HBRAA 003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: W2.WN1AA.257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00	
HP Color LaserJet Enterprise E6000 Series HP Color LaserJet Enterprise E6000 Series Mfg. Part#: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00	

PURCHASER BILLING INFO	SUBTOTAL	\$14,057.60
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,057.60

DELIVER TO	Please remit payments to:
Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

	North Texas Account Team Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
---	---	----------------	------------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Please call us to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJ2010	10/6/2020	VAN ZANDT-GUINN	0926086	\$14,057.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP LaserJet Pro M404dn Color Laser Printer with 128GB e-Flash, 128GB e-Flash, 128GB e-Flash Mfg. Part #: NX HBRAA.003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60
Oracle Corporate Management Console License - 1000000 Mfg. Part #: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00
Oracle Database Cloud Service - Subscription - 1 Year Mfg. Part #: MTMPRC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00
FWISD(TX) CHROMESERVICES-PER UNIT Mfg. Part #: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00
Oracle Cloud Managed Service Agreement (extension) - 2 years Mfg. Part #: W2.WN1AA.257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00
N/A Cases Slim Sleeve w/ Pocket notebook holder Mfg. Part #: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00

PURCHASER BILLING INFO	SUBTOTAL	\$14,057.60
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCIS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,057.60

DELIVER TO	Please remit payments to:
Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW-G SALES CONTACT INFORMATION



k12 North Texas Account Team
 - Mike D. Eric

(866) 301-5739

k12northtexas@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW-G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR LENORA SCALES,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJX940	10/6/2020	AM PATE	0926086	\$14,057.60

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteBook 840 G4 (11.6" Diagonal, Intel Core i5-8250U, 8GB DDR4, 128GB SSD) - 1 yr. Mfg. Part #: NX HBRAA 003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60
Microsoft Windows Management Console License - Education Mfg. Part #: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00
Microsoft Office 365 Business Premium (Subscription License) - 1 yr. Mfg. Part #: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00
HP EliteBook Chrome Services Per Unit Mfg. Part #: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00
HP EliteBook Slim S1000 (14" Diagonal, Intel Core i5-8250U, 8GB DDR4, 128GB SSD) - 1 yr. Mfg. Part #: W2 WN1AA 257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00
HP EliteBook Slim S1000 (14" Diagonal, Intel Core i5-8250U, 8GB DDR4, 128GB SSD) - 1 yr. Mfg. Part #: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00

PURCHASER BILLING INFO	SUBTOTAL	\$14,057.60
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,057.60

DELIVER TO	Please remit payments to:
Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

	12 North Texas Account Team - Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
---	--	----------------	------------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles
- **Predictable, Low Monthly Payments** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions.

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. To convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJX965	10/6/2020	CARTER PARK	0926086	\$14,057.60

QUOTE DET				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: NX.HBRAA.003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: W2.WN1AA.257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00
HP Elite G7 Desktop PC (Intel Core i5-10210U, 8GB DDR4, 256GB SSD, Windows 10 Pro) Mfg. Part #: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00

PURCHASER BILLING INFO	SUBTOTAL	SHIPPING	SALES TAX	GRAND TOTAL
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	\$14,057.60	\$0.00	\$0.00	\$14,057.60

DELIVER TO Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
---	---

Need Assistance? CDW•G SALES CONTACT INFORMATION

	K12 North Texas Account Team Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
---	---	----------------	--

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Please call us to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJX990	10/6/2020	M WALTON	0926086	\$14,057.60

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP LaserJet Pro MFP E-Series 310 (P2217) 622Q 11.6" A5 24.250 Mfg. Part#: NX HBRAA 003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60
HP Cloud Managed Printing Services - 3000 Series Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00
Absolute for Citrix for Books - Premium - Subscription for Business Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00
FWISD(TX)-CHROME SERVICES PER UNIT Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00
HP Extended Service Agreement (extension) 2years - 2nd 3rd year Mfg. Part#: W2.WN1AA.257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00
MaxCassa Semi-Sleeve w/Pocketatchop sleeve Mfg. Part#: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00

PURCHASER BILLING INFO	SUBTOTAL	\$14,057.60
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,057.60

DELIVER TO	Please remit payments to:
Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

	F12 North Texas Account Team - Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
---	---	----------------	------------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. To convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRJZ056	10/6/2020	MORNINGSIDE	0926086	\$14,057.60

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple iPad Pro 11" 128GB Space Gray 2nd Generation Mfg. Part #: NX.HBAA.003 Contract: MARKET	40	6017325	\$308.49	\$12,339.60
Apple iPad Pro 11" 128GB Space Gray 2nd Generation Mfg. Part #: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	3577022	\$0.00	\$0.00
Apple TV 4K (3rd Generation) - Subscription Free (1 Year) - 1.36 Mfg. Part #: MTMPRMG-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	40	4406824	\$0.00	\$0.00
Apple TV 4K (3rd Generation) - Subscription Free (1 Year) - 1.36 Mfg. Part #: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	40	4794641	\$26.95	\$1,078.00
Apple Extended Service Agreement (onsite) - 2 years - 1000 hrs Mfg. Part #: W2.WN1AA.257 Electronic distribution - NO MEDIA Contract: MARKET	40	5873114	\$0.00	\$0.00
Apple Watch Series 2 (GPS) - 38mm - Space Gray Mfg. Part #: MC-SSP2-11-GRY Contract: MARKET	40	5997447	\$16.00	\$640.00

PURCHASER BILLING INFO	SUBTOTAL	\$14,057.60
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,057.60

DELIVER TO	Please remit payments to:
Shipping Address: FWISD LENORA SCALES 4711-B #64 HWY 36 SOUTH PO ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW-G SALES CONTACT INFORMATION

	F12 North Texas Account Team Mike & Eric	(866) 301-5739	k12northtexas@cdwg.com
---	---	----------------	------------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,057.60	\$394.88/Month	\$14,057.60	\$451.11/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW-G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60051 | 800.808.4239



February 25, 2020

Ms. Christina V. Rother
davidwhi@cdw.com
President
CDW Government LLC
230 North Milwaukee
Vernon Hills, Illinois 60061

Re: Renewal Award of Contract # R160201

Dear Ms. Rother:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 25, 2020, Region 4 ESC is pleased to announce that CDW Government LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 9, 2016, and subsequent performance thereafter:

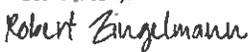
Contract

Technology and Interactive Whiteboards Solutions Products and Services

The contract will expire on July 31, 2021, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between CDW Government LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:


0B1D338B0130490
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF HOTSPOTS

BACKGROUND:

During the 2019-2020 school year, Fort Worth ISD applied for the 2020-2021 Technology Lending Grant with the Texas Education Agency. The program awards grants to implement a technology lending program to loan students the devices necessary to access and use digital instructional materials. The District was awarded the \$150,000 grant for the 2020-2021 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Hotspots
2. Decline to Approve Purchase of Hotspots
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Hotspots

FUNDING SOURCE

Additional Details

Special Revenue

429-12-6396-B16-XXX-24-689-000000-20S10

COST:

\$57,600

VENDOR:

T-Mobile

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3416. Supporting documentation is attached. The recommended vendor is listed above. 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

A.M. Pate Elementary School
Carter Park Elementary School
Maudrie Walton Elementary School
Morningside Elementary School
Van-Zandt-Guinn Elementary School
West Handley Elementary School

RATIONALE:

The grant funds will allow us to provide approximately 40 hotspots for each of the elementary schools listed above. Parents and students will be able to check the hotspots out for use during virtual learning.

INFORMATION SOURCE:

Jerry Moore



**T-MOBILE
FOR GOVERNMENT**

Partnership Opportunities T-Mobile & FWISD



Proposal Prepared for: Fort Worth ISD

Date Issued: :October 14, 2020

Offer Valid thru: November 30, 2020

Don Katello

T-Mobile Government Account Manager

Ph: 972-639-7671 | E-mail: Don.Katello@T-Mobile.com

Texas DIR CONTRACT: DIR-TSO-3416

Wireless Data and Voice



Fort Worth ISD

AM Pate ES School

QTY 40----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



Carter Park ES School
QTY 40----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



M Walton ES School
QTY 40-----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



Morningside ES School
QTY 40----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



Van Zandt-Guinn ES School
QTY 40----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



West Handley ES School
QTY 40----12 Month COVID Agreement Unlimited Data Hotspots

12 Months Unlimited Mobile Internet for Government / Monthly Cost per line \$20.00

- \$0 Upfront Cost Mi-Fi Hotspot (Reg. Cost \$90)
- Unlimited 4GLTE high-speed data
- Domestic data roaming
- INCLUDES: CIPA filtering at NO additional cost
- 12 Month COVID-19 Agreement
- Eligible once per calendar for 60 days summer suspension at \$0 cost
- Support number provided for parents/students
- Spanish & English instructions provided

Commitment cost per hotspot = \$240.00 Total for 12 Months

NET Total Agreement cost for 40 Hotspots = \$9600



Alcatel LINKZONE® 2

Additional specs

Battery Description	4400 mAh
Ports	USB Type-C
Connectivity	Wi-Fi 802.11a/b/g/n/ac, UMTS,HSDPA,HSPA+,LTE
Processor	Qualcomm® MDM9207
Operating System	OTHER
Ram	1 GB
Maximum Expandable Memory	0 GB
Wireless Network Technology Generations	3G, 4G, 4G LTE
WEA Capable	false
Mobile Hotspot Capable	true
Frequency	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 25, 26, 66, 71; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850)
Weight	5.15 Ounces
Length	4.13
Height	0.75
Width	2.6



Texas Department of Information Resources

Can't find what
you're looking for?



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

T-Mobile USA, Inc.

Vendor ID

19119836005

URL
[Vendor Website](#)
HUB Type

Non HUB

DIR Contract Number

DIR-TSO-3416

Contract Term End Date

5/3/2021

Contract Exp Date

5/3/2021

Contact T-Mobile USA, Inc.
Contact
[Catherine Espinal](#)
Phone

(754) 423-7800

Fax

N/A

Contact DIR
Contact
[Tequila Jackson](#)
Phone

(512) 463-3374

Fax

(512) 475-4759

Contract Overview

T-Mobile USA, Inc. offers hardware, software and services for wireless, voice and data, pagers and mobile satellite voice through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state. Resellers are not available for this contract.

Contract Documents

- [DIR-TSO-3416 Contract PDF \(151.15KB\)](#)
- [DIR-TSO-3416 Appendix A Standard Terms and Conditions \(per Amendment 2\) PDF \(370.66KB\)](#)
- [DIR-TSO-3416 Appendix B HUB Subcontracting Plan PDF \(1.07MB\)](#)
- [DIR-TSO-3416 Appendix C Standard Pricing \(per EAU 3 effective 08-2020\) PDF \(522.86KB\)](#)
- [DIR-TSO-3416 Appendix C First Responders Pricing PDF \(102.43KB\)](#)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: **APPROVE PURCHASE OF CHROMEBOOKS FOR THE
LEADERSHIP ACADEMY AT COMO ELEMENTARY SCHOOL****

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of Chromebooks. This purchase will allow the students at the Leadership Academy at Como Elementary to continue to leverage the web-based, computer resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Chromebooks for the Leadership Academy at Como Elementary School
2. Decline to Approve Purchase of Chromebooks for the Leadership Academy at Como Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Chromebooks for the Leadership Academy at Como Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

258-11-6396-001-117-24-541-000000-21F38

COST:

\$201,264

VENDOR:

CDWG

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 Omnia Partners, Contract R160201. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Como Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazos

QUOTE CONFIRMATION



DEAR LENORA SCALES,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRXM567	10/20/2020	COMO ES #117	0926086	\$201,264.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook Spin 311 R721T-62ZQ - 11.6" - A6 9220C - 4 GB RAM - 32 GB e Mfg. Part#: NX.HBRAA.003 Contract: MARKET	600	6017325	\$308.49	\$185,094.00
Acer Paperless Warranty - extended service agreement - 2 years - 2nd/3rd yr Mfg. Part#: 146.EE406.002 UNSPSC: 81112307 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3267401	\$0.00	\$0.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3577022	\$0.00	\$0.00
Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	4406824	\$0.00	\$0.00
FWISD(TX)-CHROMESERVICES-PER UNIT Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	600	4794641	\$26.95	\$16,170.00

PURCHASER BILLING INFO	SUBTOTAL	\$201,264.00
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$201,264.00
	DELIVER TO	Please remit payments to:

Shipping Address:
 FWISD
 LENORA SCALES
 4711-B #64 HWY 36 SOUTH
 PO
 ROSENBERG, TX 77471
Phone: (817) 814-2120
Shipping Method:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
 - Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$201,264.00	\$5,341.55/Month	\$201,264.00	\$6,184.84/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



February 25, 2020

Ms. Christina V. Rother

davidwhi@cdw.com

President

CDW Government LLC

230 North Milwaukee

Vernon Hills, Illinois 60061

Re: Renewal Award of Contract # R160201

Dear Ms. Rother:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 25, 2020, Region 4 ESC is pleased to announce that CDW Government LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 9, 2016, and subsequent performance thereafter:

Contract

Technology and Interactive Whiteboards Solutions Products and Services

The contract will expire on July 31, 2021, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between CDW Government LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:


0B1D33BB0130490...
Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF CHROMEBOOKS FOR THE LEADERSHIP ACADEMY AT MITCHELL BOULEVARD ELEMENTARY SCHOOL

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of Chromebooks. This purchase will allow the students at the Leadership Academy at Mitchell Boulevard Elementary to continue to leverage the web-based, computer resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Chromebooks for the Leadership Academy at Mitchell Boulevard Elementary School
2. Decline to Approve Purchase of Chromebooks for the Leadership Academy at Mitchell Boulevard Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Chromebooks for the Leadership Academy at Mitchell Boulevard Elementary School

FUNDING SOURCE

Special Revenue

Additional Details

258-11-6396-001-144-24-541-000000-21F39

COST:

\$201,264

VENDOR:

CDWG

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 Omnia Partners, Contract R160201. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazo

QUOTE CONFIRMATION



DEAR LENORA SCALES,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRZN286	10/21/2020	MITCHELL BLVD ES #144 .	0926086	\$201,264.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Acer Chromebook Spin 311 R721T-62ZQ - 11.6" - A6 9220C - 4 GB RAM - 32 GB e</u> Mfg. Part#: NX.HBRAA.003 Contract: MARKET	600	6017325	\$308.49	\$185,094.00
<u>Acer Paperless Warranty - extended service agreement - 2 years - 2nd/3rd yr</u> Mfg. Part#: 146.EE406.002 UNSPSC: 81112307 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3267401	\$0.00	\$0.00
<u>Google Chrome Management Console License - Education</u> Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3577022	\$0.00	\$0.00
<u>Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic</u> Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	4406824	\$0.00	\$0.00
<u>FWISD(TX)-CHROMESERVICES-PER UNIT</u> Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	600	4794641	\$26.95	\$16,170.00

PURCHASER BILLING INFO	SUBTOTAL	\$201,264.00
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$201,264.00
	DELIVER TO	Please remit payments to:

Shipping Address:
 FWISD
 LENORA SCALES
 4711-B #64 HWY 36 SOUTH
 PO
 ROSENBERG, TX 77471
Phone: (817) 814-2120
Shipping Method:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
 - Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$201,264.00	\$5,341.55/Month	\$201,264.00	\$6,184.84/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



February 25, 2020

Ms. Christina V. Rother

davidwhi@cdw.com

President

CDW Government LLC

230 North Milwaukee

Vernon Hills, Illinois 60061

Re: Renewal Award of Contract # R160201

Dear Ms. Rother:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 25, 2020, Region 4 ESC is pleased to announce that CDW Government LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 9, 2016, and subsequent performance thereafter:

Contract

Technology and Interactive Whiteboards Solutions Products and Services

The contract will expire on July 31, 2021, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between CDW Government LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:


0B1D33BB0130490...
Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE PURCHASE OF CHROMEBOOKS FOR THE LEADERSHIP
ACADEMY AT MAUDE I. LOGAN ELEMENTARY SCHOOL**

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of Chromebooks. This purchase will allow the students at the Leadership Academy at Maude I. Logan Elementary to continue to leverage the web-based, computer resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Chromebooks for the Leadership Academy at Maude I. Logan Elementary School
2. Decline to Approve Purchase of Chromebooks for the Leadership Academy at Maude I. Logan Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Chromebooks for the Leadership Academy at Maude I. Logan Elementary School

FUNDING SOURCE

Special Revenue

Additional Details

258-11-6396-001-124-24-541-000000-21F37

COST:

\$201,264

VENDOR:

CDWG

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 Omnia Partners, Contract R160201. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Maude I. Logan Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazos

QUOTE CONFIRMATION



DEAR LENORA SCALES,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRXS755	10/20/2020	MAUDE I LOGAN ES #124 .	0926086	\$201,264.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Acer Chromebook Spin 311 R721T-62ZQ - 11.6" - A6 9220C - 4 GB RAM - 32 GB e</u> Mfg. Part#: NX.HBRAA.003 Contract: MARKET	600	6017325	\$308.49	\$185,094.00
<u>Acer Paperless Warranty - extended service agreement - 2 years - 2nd/3rd yr</u> Mfg. Part#: 146.EE406.002 UNSPSC: 81112307 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3267401	\$0.00	\$0.00
<u>Google Chrome Management Console License - Education</u> Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	3577022	\$0.00	\$0.00
<u>Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic</u> Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	600	4406824	\$0.00	\$0.00
<u>FWISD(TX)-CHROMESERVICES-PER UNIT</u> Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: MARKET	600	4794641	\$26.95	\$16,170.00

PURCHASER BILLING INFO	SUBTOTAL	\$201,264.00
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$201,264.00
	DELIVER TO	Please remit payments to:

Shipping Address:
FWISD
LENORA SCALES
4711-B #64 HWY 36 SOUTH
PO
ROSENBERG, TX 77471
Phone: (817) 814-2120
Shipping Method:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
- Mike & Eric

| (866) 301-5739

| k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



February 25, 2020

Ms. Christina V. Rother

davidwhi@cdw.com

President

CDW Government LLC

230 North Milwaukee

Vernon Hills, Illinois 60061

Re: Renewal Award of Contract # R160201

Dear Ms. Rother:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 25, 2020, Region 4 ESC is pleased to announce that CDW Government LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 9, 2016, and subsequent performance thereafter:

Contract

Technology and Interactive Whiteboards Solutions Products and Services

The contract will expire on July 31, 2021, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between CDW Government LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF IPADS FOR THE LEADERSHIP ACADEMY AT MAUDE I. LOGAN ELEMENTARY SCHOOL

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of iPads. This purchase will allow the students at the Leadership Academy at Maude I. Logan Elementary to continue to leverage the web-based resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of iPads for the Leadership Academy at Maude I. Logan Elementary School
2. Decline to Approve Purchase of iPads for the Leadership Academy at Maude I. Logan Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of iPads for the Leadership Academy at Maude I. Logan Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

258-11-6396-001-124-24-541-000000-21F37

COST:

\$216,290

VENDOR:

Apple, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3789. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Maude I. Logan Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazos

Apple Inc. Education Price Quote

Customer:	Lenora Scales FT WORTH INDEPENDENT SCHOOL DIST TX DIR ACCTS PAYABLE DEPT Phone: 8178143011 email: lenora.scales@fwisd.org	Apple Inc:	Staci Barger 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746070 email: sbarger@apple.com
Apple Quote:	2206661765		
Quote Date:	Tuesday, October 20, 2020		
Quote Valid Until:	Thursday, November 19, 2020		

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

TX DIR TSO 3789
MAUDE I LOGAN ESS

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<p>10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack) with 4-Year AppleCare+ for Schools Part Number: BR4F2LL/A</p> <p>10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack) Part Number: MYLX2LL/A Quantity: 430</p> <p>4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini Part Number: S7828LL/A Quantity: 430</p>	43	\$5,030.00	\$216,290.00

Edu List Price Total	\$216,290.00
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
Extended Total Price*	\$216,290.00

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

Texas Department of Information Resources

Search DIR...

Can't find what you're looking for?



Home / All Contracts & Services / Contract Detail

Apple Inc.

Vendor ID

1942404110100

URL

Vendor Website

HUB Type

Non HUB

DIR Contract Number

DIR-TSO-3789

Contract Term End Date

11/7/2020

Contract Exp Date

11/7/2021

Contact Apple Inc.

Contact

Ralph Wright

Phone

(512) 674-7739

Fax

(512) 532-0866

Contact DIR

Contact

Tiffanay Waller

Phone

(512) 475-4962

Fax

(512) 475-4759

Contract Overview

This contract offers Apple branded products through , including: laptops, desktops, tablets and portables, and a wide variety of other technology products. Lease agreement is available through this contract. The DIR discount for Apple branded products and authorized third party products are specified in Appendix C, Pricing Index. Itemized price list can be viewed at https://www.apple.com/education/purchase/contracts/states/tx_dir.html. ***Third Party Products can only be used as an attachment or embedded within an Apple product to create, enhance or extend the functionality of Apple product; or to create, enhance or extend the functionality of the authorized Third Party Product which relies on an Apple product platform to function.

Contract Documents

- [DIR-TSO-3789 Contract PDF \(343.11KB\)](#)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE PURCHASE OF IPADS FOR THE LEADERSHIP
ACADEMY AT COMO ELEMENTARY SCHOOL**

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of iPads. This purchase will allow the students at the Leadership Academy at Como Elementary to continue to leverage the web-based resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of iPads for the Leadership Academy at Como Elementary School
2. Decline to Approve Purchase of iPads for the Leadership Academy at Como Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of iPads for the Leadership Academy at Como Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

258-11-6396-001-117-24-541-000000-21F38

COST:

\$216,290

VENDOR:

Apple, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3789. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Como Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazos

Apple Inc. Education Price Quote

Customer:	Lenora Scales FT WORTH INDEPENDENT SCHOOL DIST TX DIR ACCTS PAYABLE DEPT Phone: 8178143011 email: lenora.scales@fwisd.org	Apple Inc:	Staci Barger 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746070 email: sbarger@apple.com
------------------	---	-------------------	---

Apple Quote: 2206661770

Quote Date: Tuesday, October 20, 2020

Quote Valid Until: Thursday, November 19, 2020

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

State of Texas (DIR) State Contract Number: DIR-TSO-3789.
Please include this on your purchase order.

COMO ES #117

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-Inch iPad Wi-Fi 128GB - Space Gray (10-pack) Part Number: MYLX2LL/A	430	\$394.00	\$169,420.00
2	4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini Part Number: S7828LL/A	430	\$109.00	\$46,870.00
Edu List Price Total				\$216,290.00
- Additional Tax				\$0.00
- Estimated Tax				\$0.00
Extended Total Price*				\$216,290.00
*In most cases Extended Total Price does not include Sales Tax				
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary				

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206661770. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.

Texas Department of Information Resources

Search DIR...

Can't find what you're looking for?



Home / All Contracts & Services / Contract Detail

Apple Inc.

Vendor ID

1942404110100

URL

Vendor Website

HUB Type

Non HUB

DIR Contract Number

DIR-TSO-3789

Contract Term End Date

11/7/2020

Contract Exp Date

11/7/2021

Contact Apple Inc.

Contact

Ralph Wright

Phone

(512) 674-7739

Fax

(512) 532-0866

Contact DIR

Contact

Tiffanay Waller

Phone

(512) 475-4962

Fax

(512) 475-4759

Contract Overview

This contract offers Apple branded products through , including: laptops, desktops, tablets and portables, and a wide variety of other technology products. Lease agreement is available through this contract. The DIR discount for Apple branded products and authorized third party products are specified in Appendix C, Pricing Index. Itemized price list can be viewed at https://www.apple.com/education/purchase/contracts/states/tx_dir.html. ***Third Party Products can only be used as an attachment or embedded within an Apple product to create, enhance or extend the functionality of Apple product; or to create, enhance or extend the functionality of the authorized Third Party Product which relies on an Apple product platform to function.

Contract Documents

- [DIR-TSO-3789 Contract PDF \(343.11KB\)](#)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PURCHASE OF IPADS FOR THE LEADERSHIP ACADEMY AT MITCHELL BOULEVARD ELEMENTARY SCHOOL

BACKGROUND:

In an effort to continue to ensure that every child has access to an up-to-date, high speed device, the Leadership Academy Network is requesting approval to make this purchase of iPads. This purchase will allow the students at the Leadership Academy at Mitchell Boulevard Elementary to continue to leverage the web-based resources for learning within and beyond the classroom. This will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of iPads for the Leadership Academy at Mitchell Boulevard Elementary School
2. Decline to Approve Purchase of iPads for the Leadership Academy at Mitchell Boulevard Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of iPads for the Leadership Academy at Mitchell Boulevard Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

258-11-6396-001-144-24-541-000000-21F39

COST:

\$216,290

VENDOR:

Apple, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3789. Supporting documentation is attached. The recommended vendor is listed above. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

This purchase will enable educators to provide supplemental support to students in driving student achievement. With this purchase, all devices will be up-to-date within the building. Funding for this is provided by a federal grant where there is a specific line item to support this effort.

INFORMATION SOURCE:

David Saenz
Art Cavazos

Apple Inc. Education Price Quote

Customer:	Lenora Scales FT WORTH INDEPENDENT SCHOOL DIST TX DIR ACCTS PAYABLE DEPT Phone: 8178143011 email: lenora.scales@fwisd.org	Apple Inc:	Staci Barger 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746070 email: sbarger@apple.com
------------------	---	-------------------	---

Apple Quote: 2206661776

Quote Date: Tuesday, October 20, 2020

Quote Valid Until: Thursday, November 19, 2020

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

State of Texas (DIR) State Contract Number: DIR-TSO-3789.
Please include this on your purchase order.

MITCHELL BLVD ES #144

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-Inch iPad Wi-Fi 128GB - Space Gray (10-pack) Part Number: MYLX2LL/A	430	\$394.00	\$169,420.00
2	4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini Part Number: S7828LL/A	430	\$109.00	\$46,870.00
Edu List Price Total				\$216,290.00
- Additional Tax				\$0.00
- Estimated Tax				\$0.00
Extended Total Price*				\$216,290.00
<p>*In most cases Extended Total Price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary</p>				

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206661776. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.

Texas Department of Information Resources

Search DIR...

Can't find what you're looking for?



Home / All Contracts & Services / Contract Detail

Apple Inc.

Vendor ID
1942404110100
URL
[Vendor Website](#)
HUB Type
Non HUB

DIR Contract Number
DIR-TSO-3789
Contract Term End Date
11/7/2020
Contract Exp Date
11/7/2021

Contact Apple Inc.

Contact
[Ralph Wright](#)
Phone
(512) 674-7739
Fax
(512) 532-0866

Contact DIR

Contact
[Tiffanay Waller](#)
Phone
(512) 475-4962
Fax
(512) 475-4759

Contract Overview

This contract offers Apple branded products through , including: laptops, desktops, tablets and portables, and a wide variety of other technology products. Lease agreement is available through this contract. The DIR discount for Apple branded products and authorized third party products are specified in Appendix C, Pricing Index. Itemized price list can be viewed at https://www.apple.com/education/purchase/contracts/states/tx_dir.html. ***Third Party Products can only be used as an attachment or embedded within an Apple product to create, enhance or extend the functionality of Apple product; or to create, enhance or extend the functionality of the authorized Third Party Product which relies on an Apple product platform to function.

Contract Documents

- [DIR-TSO-3789 Contract PDF \(343.11KB\)](#)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE PURCHASE OF HVAC AIR HANDLERS AT DE ZAVALA
ELEMENTARY SCHOOL**

BACKGROUND:

The three HVAC air handlers at De Zavala Elementary School were installed over 40 years ago. These units have exceeded their life cycle and must be changed to more efficient equipment that will provide a comfortable environment for teaching and learning.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of HVAC Rooftop Units at De Zavala Elementary School
2. Decline to Approve Purchase of HVAC Rooftop Units at De Zavala Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of HVAC Rooftop Units at De Zavala Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

499-51-6299-OSM-121-99-475-000000-49906

COST:

\$163,897

VENDOR:

AMS (American Mechanical Services of Texas, LLC)

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contracts 552-17 (Equipment, Service and Installation), Contract 577-18 (Trade Services) and Contract 558-18 (Labor). 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

De Zavala Elementary School

RATIONALE:

New, efficient equipment will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students, teachers and staff.

INFORMATION SOURCE:

Art Cavazos

October 1, 2020

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steven McPherson
Subject: Air Handling Unit replacements (RTAHU 5, AHU 5 & AHU 6)
Locations: De Zavala Middle School

We are pleased to propose the following for consideration of replacing the (3) existing air handling unit per the scope listed below.

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

Scope: Replace existing air handling units

- **Drain down by FWISD**
- **Ceiling grid removal / replacement by FWISD**
- **Disconnect / reconnect controls by LSI**
- **Install new isolation valves for existing CHW supply and return piping**
- **Supply and install (3) new control valves (provided by LSI)**
- **Demo existing AHUs and remove from site**
- **Install JCI Solutions Model XT air handling units designed for 460V/3Ph/60HZ power and complete with the following:**
 - **Double wall construction**
 - **2" thick, 1.5 lb. fiberglass insulation**
 - **18-gauge galvanized steel exterior casing**
 - **20-gauge galvanized steel interior casing**
 - **Access doors filter, access & fan sections**
 - **Filter section with 2" thick (MERV 8) filters – One set provided**
 - **Chilled water-cooling coil section**
 - **Stainless steel, sloped drain pan**
 - **Supply fan section with centrifugal, forward curved fan mounted on 1" spring isolators**
 - **OSHA belt guard**
 - **Premium efficiency, ODP motor with field mounted variable frequency drive**
 - **VFD has integral, circuit breaker, bypass and service switch**
 - **Emergency drain pan**
- **Re-pipe as required**
- **Make ductwork modifications as needed – Insulation for new ductwork only**
- **Flow design chw AHU automatic balancing valves and strainer packages**
- **Insulate CHW and HW piping & valves (new piping only)**
- **New smoke detectors**
- **Start-up and verify operation**
- **Crane, rigging, and road closure**

- Perform pre and post air balance in accordance with AABC standards and provide written reports (based on Qty 3 AHUs and Qty 21 total VAV boxes/grilles)
- Equipment sizing / performance by Others

Pricing:

Base bid	\$147,517.00
Contingency	\$ 5,000.00
Voluntary Add for Performance & payment bods	\$ 1,200.00
Voluntary Add for overtime labor	<u>\$ 10,180.00</u>
Total:	\$163,897.00

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

This proposal will remain in effect for a period of sixty (60) days upon receipt. Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal_____

Print Name: _____ (Date)

Signature: _____



Vendor Contract Information

Vendor Name American Mechanical Services of Houston (AMS)
Contact Bob Henry
Phone Number 2814031701
Email rhenry@amsfusa.com
Website www.amsfusa.com
Federal ID 20-5170025
Accepts RFQs Yes
Address Line 1 13627 Stafford Road
Vendor City Stafford
Vendor Zip 77477
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 3, 4, 5, 6, 7, 10, 11, 12
States Served Select Texas Regions Only
Contract Name HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract # 552-17
Effectiv Date 2017-12-01
Expiration Date 2020-11-30
Quote Reference Number 552-17
Additional Dealers American Mechanical Services, Irving TX



Vendor Contract Information

Additional Info EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 can be found under the "Vendor Proposal Files Documents" link below.



Vendor Contract Information

Vendor Name American Mechanical Services of Houston (AMS)
Contact Bob Henry
Phone Number 2814031701
Email rhenry@amsofusa.com
Website www.amsofusa.com
Federal ID 20-5170025
Accepts RFQs Yes
Address Line 1 13627 Stafford Road
Vendor City Stafford
Vendor Zip 77477
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 3, 4, 5, 6, 7, 10, 11, 12
States Served Select Texas Regions Only
Contract Name Building Maintenance, Repair, Operations Supplies and Equipment
Contract # 577-18
Effectiv Date 2018-12-01
Expiration Date 2021-11-30
Quote Reference Number 577-18
Additional Dealers American Mechanical Services of Houston (AMS), Irving TX



Vendor Contract Information

Vendor Name American Mechanical Services of Houston (AMS)
Contact Bob Henry
Phone Number 2814031701
Email rhenry@amsofusa.com
Website www.amsofusa.com
Federal ID 20-5170025
Accepts RFQs Yes
Address Line 1 13627 Stafford Road
Vendor City Stafford
Vendor Zip 77477
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served 3, 4, 5, 6, 7, 10, 11, 12
States Served Select Texas Regions Only
Contract Name Trade Services
Contract # 558-18
Effectiv Date 2018-03-01
Expiration Date 2021-02-28
Quote Reference Number 558-18
Additional Dealers American Mechanical Services of Houston, Irving TX



Vendor Contract Information

Additional Info EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 can be found under the "Vendor Proposal Files Documents" link below.

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE PURCHASE OF HVAC ROOFTOP UNITS AT LEONARD
AND ROSEMONT MIDDLE SCHOOLS**

BACKGROUND:

The HVAC rooftop units at Leonard and Rosemont Middle Schools are all over 10 years old, with some approaching 30 years old. These units are in constant need of repair and need to be replaced in order to maintain an efficient, comfortable environment for teaching and learning.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of HVAC Rooftop Units at Leonard and Rosemont Middle Schools
2. Decline to Approve Purchase of HVAC Rooftop Units at Leonard and Rosemont Middle Schools
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of HVAC Rooftop Units at Leonard and Rosemont Middle Schools

FUNDING SOURCE

Additional Details

TRE

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

COST:

\$491,189

VENDOR:

Lochridge-Priest, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 552-17.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leonard and Rosemont Middle Schools

RATIONALE:

New energy efficient equipment will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students, teachers and staff.

INFORMATION SOURCE:

Art Cavazos



Fort Worth ISD
2808 Tillar
Fort Worth, Texas 76107
Attn: Steve Osborne
Buy Board Proposal #552-17
RE: Leonard Middle School

September 29,2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for change out of twelve (12) package units, three (3) exhaust fans and option for one (1) split system at Leonard Middle School. New package units to consist of Carrier model#48GCS,48HCS,48A3T and 38AUZA split system with stainless steel heat exchangers, low leak economizers, condensate overflow switch, hinged panel doors, and fused disconnects. We will demo existing package units and install new package units making all necessary gas piping, condensate piping, controls disconnect and reconnect and electrical connections. We will install new Keeguard safety rails on RT06, RT07, RT11. We will start systems and check for proper working operations. This is a turnkey job including all HVAC, electrical power wiring, controls, condensate, and gas piping. Below is a breakdown of the units being changed.

1. RT01 Room 700S AAON model#RK-26-3-FO-217 26 ton 460 volts 3 phase
Replacing with Carrier model#48A3T027ANA64 26 ton 460 volts 3 phase
2. RT02 Room 900S AAON model#RK-26-3-FO-217 26 ton 460 volts 3 phase
Replacing with Carrier model#48A3T027ANA64 26 ton 460 volts 3 phase
3. RT03 Room 700S-800S AAON model#RK-26-3-FO-217 26 ton 460 volts 3 phase
Replacing with Carrier model#48A3T027ANA64 26 ton 460 volts 3 phase
4. RT04 Room 800S-900S AAON model#RK-26-3-FO-217 26 ton 460 volts 3 phase
Replacing with Carrier model#48A3T027ANA64 26 ton 460 volts 3 phase
(please note the above new Carrier units weigh around 1,000LBS more than the existing AAON units)
5. RT05 room 502 Carrier model#48TJD005-601BA 4 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM05J2M6 4 ton 460 volts 3 phase
6. RT06 Room 104 AAON model#RK-10-3-FO-217 10 ton 460 volts 3 phase
Replacing with Carrier model#48HCSD11J2M6 10 ton 460 volts 3 phase
7. RT07 Room 222 Carrier model#48TJE004-A-611 3 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM04J2M6 3 ton 460 volts 3 phase
8. RT10 Room 230 Carrier model#48TJE004-611-BA 3 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM04J2M6 3 ton 460 volts 3 phase



9. RT11 Kitchen Carrier model#48TCDE14A3A6A0A0A0 12.5 ton 460 volts 3 phase
Replacing with Carrier model#48HCRG14J2M6 12.5 ton 460 volts 3 phase
10. RT12 Room 311 Carrier model#48PGMM05-A-50-LA 4 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM05J2M5 4 ton 460 volts 3 phase
11. RT-13 Room 311 Carrier model#48PGMM05-A-50-L4 4 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM05J2M5 4 ton 460 volts 3 phase
12. RT14 Room 501 Carrier model#48TJE004-601-BA 3 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM04J2M6 3 ton 460 volts 3 phase
13. RT-08 and RT-09 Main office Carrier split systems 2-7.5 tons. Replacing it with 2
-7.5-ton Carrier split systems 38AUZA08AM06 condensing units matched with
one 39LF-15 coil blower with hot water coil

Total HVAC (12 PACKAGE UNITS) [\\$297,792.00](#)

Total HVAC (1-15 TON SPLIT SYSTEM) [\\$34,530.00](#)

[Contingency](#) [\\$33,232.00](#)

Our Bid Specifically Includes:

Change out of 12 package units
(option to change out one split system)
Electrical disconnect and reconnect
Crane fees
High water cut-off switches
Drain and gas disconnect and reconnect
Hail guards
Stainless steel heat exchangers
Factory disconnects
Hinged door panels
Low leak economizers
bond

Our bid specifically excludes:

Asbestos lead and mercury abatement
Power wiring (other than disconnect and reconnect)
Roof work
Gas piping (other than disconnect and reconnect)
Inside duct work
Overtime work
Patching and painting of any kind





Structural support

State sales tax

If I can be of further assistance, please contact me at (254) 772-0670 or my cell phone at (254) 749-2507

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





Fort Worth ISD
2808 Tillar
Fort Worth, Texas 76107
Attn: Steve Osborne
Buy Board Proposal #552-17
RE: Rosemont Middle school

September 28,2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for change out of thirteen (10) package units at Rosemont Middle School. New package units to consist of Carrier model#48GC,48FC,48HC, AND 50HC with stainless steel heat exchangers, low leak economizers, condensate overflow switch, hinged panel doors, and fused disconnects. We will demo existing package units and install new package units making all necessary gas piping, condensate piping, controls disconnect and reconnect and electrical connections. We will start systems and check for proper working operations. This is a turnkey job including all HVAC, electrical power wiring, controls, condensate, and gas piping. Below is a breakdown of the units being changed.

1. RTU-2 Band Hall Carrier model#50TJ-008-601 7.5 ton 460 volts 3 phase
Replacing with Carrier model#50HCBD0822M6-643GO 7.5 ton 460 volts 3 phase
2. RTU-3 Room143 Carrier model#48HJ006B-H641 5 ton 460 volts 3 phase
Replacing with Carrier model#48GCSM06J2M6-6W3A0 5 ton 460 volts 3 phase
3. RTU-4 Room 144 Carrier model#48HJ006B-H641 5 ton 460 volts 3 phase
Replacing with Carrier model#48J006B-H641 5 ton 460 volts 3 phase
4. RTU-5 Room 142 Carrier model#48HJ006B-H641 5 ton 460 volts 3 phase
Replacing with Carrier model#48J006B-H641 5 ton 460 volts 3 phase
5. RTU-6 141 Carrier model#48HJ007B-H651 6 ton 460 volts 3 phase
Replacing with Carrier model#48FCMO7J2M6 6 ton 460 volts 3 phase
6. RTU-7 Boys Locker Room Carrier model#48TMD008-A-601 7.5 ton 460 volts 3 phase
Replacing with Carrier model#48HCSD08J2M6 7.5 ton 460 volts 3 phase
7. RTU-8 Girls Locker Room Carrier model#48TMD009-601 8.5 ton 460 volts 3 phase
Replacing with Carrier model#48HCSD09J2M6 8.5 ton 460 volts 3 phase
8. RTU-9 Gym Carrier model#48TJD014-631BA 12.5 ton 460 volts 3 phase
Replacing with Carrier model#48HCSD14J2M6 12.5 ton 460 volts 3 phase
9. RTU-10 Gym Carrier model#48TJD014-631BA 12.5 ton 460 volts 3 phase
Replacing with Carrier model#48HCSD14J2M6 12.5 ton 460 volts 3 phase
10. RTU-11 Gym Carrier model#48TJD0014-631BA 12.5 ton 460 volts 3 phase





Replacing with Carrier model#48HCSD14J2M6 12.5 ton 460 volts 3 phase

Total HVAC [\\$114,214.00](#)

[Contingency](#) [\\$11,421.00](#)

Our Bid Specifically Includes:

Change out of 10 package units
Electrical disconnect and reconnect
Crane fees
Stainless steel heat exchangers
Hinged panel doors
Hail guards
High water cut-off switches
Drain and gas disconnect and reconnect
bond

Our bid specifically excludes:

Asbestos lead and mercury abatement
Power wiring (other than disconnect and reconnect)
Roof work
Gas piping (other than disconnect and reconnect)
Inside duct work
Overtime work
Patching and painting of any kind
State sales tax

If I can be of further assistance, please contact me at (254) 772-0670 or my cell phone at (254) 749-2507

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





Vendor Contract Information

Vendor Name Lochridge Priest
Contact Rodger Chase
Phone Number 2547720670
Email rodger@lochridgepriest.com
Website www.lochridgepriest.com
Federal ID 74-1460928
Accepts RFQs Yes
Address Line 1 2901 East Industrial Blvd.
Vendor City Waco
Vendor Zip 76705
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National No
No Excluded Foreign Terrorist Orgs No
No Israel Boycott Certificate No
Is MWBE No
Regions Served All Texas Regions
States Served Texas
Contract Name HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract # 552-17
Effectiv Date 2017-12-01
Expiration Date 2020-11-30
Quote Reference Number 552-17
Return Policy 20% restocking fee on normal stock items, no returns on special orders



Vendor Contract Information

Additional Dealers Lochridge Priest locations in: Temple TX, Corsicana TX

Additional Info EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE REPLACEMENT OF HVAC CHILLERS AT FIVE SCHOOLS

BACKGROUND:

The chillers at Burton Hill, Hubbard Heights, North Hi Mount Elementary Schools, Meacham Middle School and Eastern Hills High School are 16 to 25 years old. They require frequent repair and the use of R-22 refrigerant (Freon), which has been discontinued. This obsolete equipment needs to be replaced in order to provide a comfortable environment for teaching and learning.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of HVAC Chillers at Five Schools
2. Decline to Approve Replacement of HVAC Chillers at Five Schools
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of HVAC Chillers at Five Schools

FUNDING SOURCE

Additional Details

TRE

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

COST:

\$457,917

VENDOR:

Trane

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 552-17 Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Elementary Schools:

- Burton Hill Elementary
- Hubbard Heights Elementary
- North Hi Mount Elementary

Middle School:

- Meacham Middle School

High School:

- Eastern Hills High School

RATIONALE:

New energy efficient equipment will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students, teachers and staff.

INFORMATION SOURCE:

Art Cavazos



Trane Turnkey Proposal

Turnkey Proposal For:

Fort Worth Independent School District
100 N University Drive
Fort Worth, TX 76107

Local Trane Office:

Trane U.S. Inc. dba Trane
4200 N. Sylvania Avenue
Fort Worth, TX 76137-6603

Local Trane Representative:

David Garcia
Account Manager
Cell: (817) 614-1791
Office: (817) 838-1300

Proposal ID: 2816142

BuyBoard Contract #: 552-17

BuyBoard Quote #: 11-2816142

Date: October 19, 2020





Prepared For: Steve McPherson

Date:
October 19, 2020

Job Name:
FWISD Eastern Hills Chiller Replacement

Proposal Number: 2816142

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
60 Days

Scope of Work

Equipment List

Product Data- RTHD Water-Cooled

- 460 volt 3 phase
- 255 nominal tons
- R134A Refrigerant
- 5 year labor warranty
- 5 year parts warranty
- 5 year refrigerant warranty
- Please see submittal for all chiller information

Mechanical Installation

- Meet with customer to discuss critical scheduling of this project.
- Lock out and tag out all equipment and systems involved in this project.
- Disconnect electrical, piping and controls from equipment to be replaced.
- Evacuate and dispose of refrigerant.
- Demo one chiller and associated piping back to the valves.
- Demo and remove 480V and 120V power at existing chiller.
- Install one new Trane chiller.
- Install and extend unit feeder to new chiller.
- Modify and reconnect existing chilled and condenser water piping to the new chiller.
 - Furnish and install new weld fittings to accommodate new chiller connections.
 - Furnish and install four new 6" flex connectors.
 - Furnish and install four new liquid filled pressure gauges with 4.5" face.
 - Furnish and install four new P/T test ports.
 - Furnish and install four new thermostats.
 - Install refrigerant vent piping outside and up the exterior wall to the roof line.

Controls (All Work Provided By Enviromatic)

- Provide a disconnect/reconnect for one chiller.
- Cleanup existing panel where tower VFD is.
- Install four well mounted temperature sensors.
 - Chiller supply/return temps and supply/return temps for chilled water system.
- Provide graphics and programming for the chiller.
- Program and verify operation after completed and notify customer.



Refrigerant Monitor

- Furnish and install one new ASHRAE 15 refrigerant evacuation system monitor as required by local mechanical code and OSHA.
- Furnish and install conduit and wire necessary for power for electrical installation.
- Furnish and install one new exhaust fan for refrigerant evacuation.
- Furnish and install galvanized exhaust duct from 18" above the chiller room floor, through a wall, exterior louver, up the exterior wall and terminate above the roofline.
- Startup equipment.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays) unless otherwise stated. Overtime is included to do rigging and startup as needed
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- The existing concrete equipment pads will be reused.
- A crane will be utilized for the equipment change out.
- Repair/replacement of any other existing controls devices that may be defective are excluded.
- There is a **8 WEEK BUILD TIME FOR THIS CHILLER + order processing and ship time**
- **Existing chiller to remain property of Trane.**
- **Contingency monies will be used for any unforeseen circumstances. Owner will be made aware of items/services provided with contingency. Any unused contingency will be deducted from final billing or credited back. If an issue is found that requires more than the contingency allows Owner will be notified.**
- **Existing valves must hold. If they do not, the valve replacement will be taken from contingency monies or a change order will be issued.**
- **There is no temporary cooling included in this proposal.**



Pricing and Acceptance

Fort Worth Independent School District
100 N University Drive
Fort Worth, TX 76107

Site Address:
FWISD Eastern Hills High
5701 Shelton Street
Fort Worth, TX 76112

Price

Total Net Price for Chiller Replacement (<i>Excluding Tax</i>).....	\$171,496.00
Total Net Price for Refrigerant Monitor Installation (<i>Excluding Tax</i>).....	\$12,528.00
Total Net Price for Contingency (<i>Excluding Tax</i>).....	\$5,000.00

TOTAL NET PRICE FOR ALL WORK INCLUDED IN THIS PROPOSAL (*Excluding Tax*).....\$189,024.00

****PAYMENT AND PERFORMANCE BOND IS INCLUDED**

Respectfully submitted,

Account Manager
Trane U.S. Inc. dba Trane
(817) 838-1300



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Table with 2 columns and 7 rows for acceptance details. Row 1: Submitted By: David Garcia (with signature) | Cell: (817) 614-1791, Office: (817) 838-1300, Proposal Date: October 19, 2020. Row 2: CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE. Row 3: Fort Worth Independent School District | Trane U.S. Inc. dba Trane. Row 4: Authorized Representative | Authorized Representative. Row 5: Printed Name | Printed Name. Row 6: Title | Title. Row 7: Purchase Order | Signature Date. Row 8: Acceptance Date: | License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)



Vendor Contract Information

Vendor Name Trane
Contact Jeremy Hunt
Phone Number 4697583287
Email jeremy.hunt@trane.com
Website www.trane.com
Federal ID 25-0900465
Accepts RFQs Yes
Address Line 1 4200 N. Sylvania Ave.
Vendor City Fort Worth
Vendor Zip 76137
Vendor State TX
Vendor Country USA
Delivery Days 25
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National No
No Excluded Foreign Terrorist Orgs No
No Israel Boycott Certificate No
Is MWBE No
Regions Served 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20
States Served Select Texas Regions Only
Contract Name HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract # 552-17
Effectiv Date 2017-12-01
Expiration Date 2020-11-30
Quote Reference Number 552-17
Return Policy Contact local sales office or where purchase was made
Additional Dealers See Additional Dealers/Distributors for dealer list.



Vendor Contract Information

Additional Info EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.



Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For:
Fort Worth ISD

Date: October 13, 2020

Job Name:
FWISD Burton Hill Building 107 Chiller

Proposal Number: K9-64920-1
BuyBoard Contract #: 552-17
BuyBoard Quote #: 11-2924729

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	90 Ton Air-Cooled	CGAM090A2**

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 90 nominal tons
- 60 hertz
- 208 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard
- ASHRAE 90.1 2010 compliant
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Std cooling (40 to 65F/4.44 to 18C)
- Grooved pipe connection
- Factory insulation 0.75"
- Performance based on water
- Wide ambient (0 to 125F/-18 to 52C)
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- Default A short circuit rating
- Elastomeric isolators
- With water strainer factory installed
- Super quiet
- Architectural louvered panels
- 5 Year Parts & Labor

Total Net Price (Excluding Sales Tax)\$ 58,547.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>	<p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc. dba Trane</p> <p>_____</p> <p>Submitted By: Brent Fincher</p> <p>Cell: (817) 726-7039</p> <p>Office: (817) 726-7039</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature Date</p>
---	---

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)



Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For:
Fort Worth ISD

Date: October 13, 2020

Job Name:
FWISD Hubbard Building 137
1333 W Spurgeon Street
Fort Worth, TX 76115

Proposal Number: K9-64918-1
BuyBoard Contract #: 552-17
BuyBoard Quote #: 11-2924713

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Helical Rotary Water Chillers (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	RTAC-1	1	140-500 Ton Air-Cooled Series R(TM) (RTA	RTAC1554U**NU

Product Data - Air-Cooled Helical Rotary Water Chillers

Item: A1 Qty: 1 Tag(s): RTAC-1

- Air cooled Series R(TM) model RTAC
- Startup Included - Trane Service must start equipment for warranty to be honored
- 155 nominal tons
- 460v/60 hz/3 ph
- Standard configuration
- C/UL listing
- ASHRAE 90.1 up to 2010 compliant
- AHRI certified
- ASME
- Standard 40-60F leaving, with evaporator heaters
- 2 pass arrangement, 0.75" insulation
- Fluid type = water
- Low ambient capability
- Aluminum slit fins
- Condenser fans with TEAO motors
- Across the line starter
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker(s) - HACR rated
- BACnet interface
- High Amp short circuit rating
- Factory installed flow switch - for use when evap fluid type = water
- Refrigerant isolation valves
- Coil protection
- Elastomeric isolators (Fld)
- 5 Year Parts & Labor Warranty

Total Net Price (Excluding Sales Tax)\$ 78,596.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>	<p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc. dba Trane</p> <p>_____</p> <p>Submitted By: Brent Fincher</p> <p>Cell: (817) 726-7039</p> <p>Office: (817) 726-7039</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature Date</p>
--	--

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)



Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For:
Fort Worth ISD

Date: October 13, 2020

Proposal Number: K9-64920-1

Job Name:
FWISD Meacham Building 51 Chiller

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	110 Ton Air-Cooled	CGAM110A2**

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored**
- 110 nominal tons
- 60 hertz
- 460 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard
- ASHRAE 90.1 2010 compliant
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Std cooling (40 to 65F/4.44 to 18C)
- Grooved pipe connection
- Factory insulation 0.75"
- Performance based on water
- Wide ambient (0 to 125F/-18 to 52C)
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- Default A short circuit rating
- Elastomeric isolators
- With water strainer factory installed
- Super quiet
- Architectural louvered panels
- 5 Year Parts & Labor Warranty

Total Net Price (Excluding Sales Tax)\$ 65,875.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>	<p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc. dba Trane</p> <p>_____</p> <p>Submitted By: Brent Fincher</p> <p>Cell: (817) 726-7039</p> <p>Office: (817) 726-7039</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature Date</p>
---	---

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)



Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For:
Fort Worth ISD

Date: October 13, 2020

CRM #: 2939118

Job Name:
FWISD North Hi

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	110 Ton Air-Cooled	CGAM110A2**

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 110 nominal tons
- 60 hertz
- 208 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard
- ASHRAE 90.1 2010 compliant
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Std cooling (40 to 65F/4.44 to 18C)
- Grooved pipe connection
- Factory insulation 0.75"
- Performance based on water
- Wide ambient (0 to 125F/-18 to 52C)
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- Default A short circuit rating
- Elastomeric isolators
- With water strainer factory installed
- Super quiet
- Architectural louvered panels
- 5 Year Parts & Labor

Total Net Price (Excluding Sales Tax)\$ 65,875.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>	<p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc. dba Trane</p> <p>_____</p> <p>Submitted By: Brent Fincher</p> <p>Cell: (817) 726-7039</p> <p>Office: (817) 726-7039</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature Date</p>
--	--

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE UPGRADE OF ENERGY MANAGEMENT CONTROLS AT WEDGWOOD MIDDLE SCHOOL

BACKGROUND:

The energy management controls at Wedgwood Middle School need to be upgraded. This will allow a more efficient way to run and schedule HVAC – with switches, modules and relays for the start/stop operation of units. These controls will show a more detailed status of the equipment and allow remote operation.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Upgrades of Energy Management Controls at Wedgwood Middle School
2. Decline to Approve Upgrades of Energy Management Controls at Wedgwood Middle School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Upgrades of Energy Management Controls at Wedgwood Middle School

FUNDING SOURCE

Additional Details

Special Revenue

499-51-6299-000-060-99-884-000000-4992D

COST:

\$73,616

VENDOR:

Climatec

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 13-015-B

Number of Bid/Proposals received: 52

HUB Firms: 13

Compliant Bids: 49

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Wedgwood Middle School

RATIONALE:

Upgraded controls will allow a more efficient way to run and schedule HVAC and allow remote operation.

INFORMATION SOURCE:

Art Cavazos

Contractor License Numbers:
TxDPS B18692



PROPOSAL

Date of Proposal: **October 16, 2020**

This proposal is for the installation of DDC controls on the remaining unmanaged HVAC at Wedgewood Middle School for the Alerton energy management and control system at the following facility:

Name: **Fort Worth ISD**
Address: **3909 Wilkie Way**
Fort Worth, Texas 76133
Attention: **Courtney Carroll**

BY AND BETWEEN:

CUSTOMER:

CLIMATEC, LLC

FORT WORTH ISD

1632 West Walnut Hill Lane 100 North University Dr. Irving, TX 75038 Fort Worth, TX 76107

CLIMATEC, LLC IS PLEASED TO PROPOSE THE FOLLOWING SCOPE OF WORK:

Provide and install DDC controls for existing HVAC at Wedgewood Middle School for expansion of the Alerton Energy Management and Control System (EMCS) located at Fort Worth ISD for the amount of: Price: \$73,616

INCLUSIONS:

- * Provide and install DDC controls for Constant Volume Rooftop Units - Qty (5) Five (5) RTUs serving the front hall classrooms.
 - Space Temperature Sensor – MS4
 - Supply Air Temperature Sensor
 - Supply Fan Start/Stop and Status
 - Cooling Enable
 - Heating Enable

- * Provide and install DDC controls for Constant Volume Rooftop Units w/2 Stages- Qty (7)
One (1) RTU in the Band Hall Area, one (1) RTU in the Admin Area, three (3) RTUs on the Gym, and two (2) RTUs for 2nd floor Computer Rooms.
 - Space Temperature Sensor – MS4
 - Supply Air Temperature Sensor
 - Supply Fan Start/Stop and Status
 - Cooling Enable – (2) Stages
 - Heating Enable – (2) Stages

- * Provide and install DDC controls for pneumatic VAV Boxes - Qty (21)
Nine (9) VAVs serving the 1st floor front hall classrooms and twelve (12) VAVs serving the 2nd floor front hall classrooms. Use VAV-SD2A controllers for future analog control of radiant heating valve actuators.
 - Space Temperature Sensor
 - Supply Air Temperature Sensor
 - Damper Actuator
 - Airflow Sensor and Tubing
 - 24-volt Transformer

- * Provide and install DDC controls for Fan Coil Units - Qty (4)

One (1) FCU in Classroom 104, one (1) FCU in Classroom 106, one (1) FCU in the Girls Locker Room, and one (1) FCU in the Boys Locker Room. Install a new chilled water valve and actuator on the FCUs serving the locker rooms.

- Space Temperature Sensor – MS4
- Supply Air Temperature Sensor
- Supply Fan Start/Stop and Status

-
- Cooling Enable
 - Heating Enable
 - 24-volt Transformer

- * Replace the CHW Valve and Actuators on the Girls and Boys Locker Room FCUs.
- * Install new controller enclosures on the RTUs, VAVs, and FCUs.
- * Install all new wire for space temperature sensors, supply air temperature sensors, and comm.
- * Verify duct static pressure control for AHU-01. If necessary, add controls for:
 - Fan Speed
 - Duct Static Pressure
 - High Static Safety
- * Upgrade the existing BCM to an ACM and use it to bring the new controllers into the Alerton EMCS.
- * Return ecobee thermostats to FWISD.
- * Create equipment displays and add the units to the floorplan graphics for Compass.
- * Design, programming, installation, and checkout labor.
- * One (1) year labor and material warranty on newly installed items.

EXCLUSIONS:

- * 120-volt power for pneumatic VAV and FCU retrofits.
- * Repair/replacement of any other existing devices that may be defective.
- * Existing panels, conduit, and transformers will be reused.
- * IP addresses, Ethernet drops, and LAN connections, provided by owner.
- * This proposal does not include any control, monitoring, integration, or any other work associate with any other equipment/control system other than what is stated above.

- * Proposal assumes work to be done during normal hours Mon – Fri 8am to 5pm.
- * Test and balance or coordination with the T&B contractor.
- * Third party or independent commissioning assistance.
- * Provide standard Climateec controls check out. (If additional 3rd party documentation is required to be filled out, Climateec will price accordingly) * Taxes, bonds, and permits not included in this proposal.

By accepting this proposal, the Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climateec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climateec, LLC (Climateec), shall be distributed to and installed by others under Climateec's supervision but at no additional cost to Climateec. Purchaser agrees to provide Climateec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Climateec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climateec for any cost or expenses without Climateec's written consent.
Unless specifically noted in the statement of the scope of the work or services undertaken by Climateec under this agreement, Climateec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climateec shall not operate to compel Climateec to perform any work relating to Hazards without Climateec's express written consent.
2. **INVOICING & PAYMENTS.** Climateec may invoice Purchaser for all materials delivered to the job site or to an offsite storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climateec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climateec's invoice is not paid within 30 days of its issuance, it is delinquent and Climateec shall add 1% per month interest onto delinquent amounts.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climateec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
4. **WARRANTY.** Climateec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climateec, for a period of one (1) year from the installation date. Climateec warrants that for equipment furnished and/or installed but NOT manufactured by Climateec, Climateec will extend the same warranty and terms and conditions, which Climateec receives from the manufacturer of said equipment. For equipment installed by Climateec, if Purchaser provides written notice to Climateec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climateec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climateec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL

OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
 6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
-
7. **DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
 8. **COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
 9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
 10. **INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
 11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
 12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
 13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
 14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
 15. **SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE UPGRADES OF ENERGY MANAGEMENT CONTROLS AT FOUR SCHOOLS

BACKGROUND:

The energy management controls at South Hi Mount Elementary School, Daggett and Meacham Middle Schools, and Diamond Hill-Jarvis High School need upgrades. Upgrades will include the installation of controls on large equipment such as chillers, air handlers, rooftop units, boilers and pumps. This will allow a more efficient way to run and schedule HVAC – with switches, modules and relays for the start/stop operation of units, air handlers and chillers. These controls will show a more detailed status of the equipment and allow remote operation.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Upgrades of Energy Management Controls at Four Schools
2. Decline to Approve Upgrades of Energy Management Controls at Four Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Upgrades of Energy Management Controls at Four Schools

FUNDING SOURCE

Additional Details

TRE

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

COST:

\$218,945

VENDOR:

LSI (Logical Solutions, Inc.)

PURCHASING MECHANISM

Interlocal Agreement

Bid/Proposal Statistics

Bid Number: 13-015-C

Number of Bid/Proposals received: 42

HUB Firms: 6

Compliant Bids: 42

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

South Hi Mount Elementary School, Daggett and Meacham Middle Schools, and Diamond Hill-Jarvis High School

RATIONALE:

Upgraded controls will allow a more efficient way to run and schedule HVAC and allow remote operation.

INFORMATION SOURCE:

Art Cavazos

LSI CONTROLS PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Henry Vasquez	10/16/2020	12/31/2020
PROJECT NAME:	PREPARED BY:	
FWISD – South Hi Mount ES – 1 st & 2 nd Floor Classroom Controls	Dane Martin Logical Solutions, Inc. (469)-265-1608 dmartin@lsicontrols.com	

PROPOSAL

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic’s Non-Proprietary Native BACnet Control System.

SCOPE OF WORK

- o (30) Fan Powered Boxes ((16) on the 1st floor & (14) on the 2nd floor)
 - + LSi to provide and install a new controller with integral actuator, DAT and space temperature sensor. Radiator heat to remain.
 - + Control points to include unit enable/disable, unit status, supply temperature sensor and space temperature.
 - + Booster fans will be set to a predetermined hi/med/low setting.
- o LSi to mount a ZN551 in the custodian’s closet for enable/disable of sections of classrooms.

Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.

PRICING

The below pricing does not include tax. Payment terms: Net 30 days; Progress payments

Total Project Cost:	\$64,625.00
----------------------------	--------------------

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

NAME	SIGNATURE	TITLE	DATE

Inclusions & Provisions:

- Includes provision and installation of all new sensors/instrumentation. LSi to reuse existing electronic zone damper actuators.
- Includes personal computer workstation loaded with ALC WebCTRL web-based software.
- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- Includes EMT conduit in mechanical rooms and roof tops. All other wire to be open plenum rated.
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

Exclusions:

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc. is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."
2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provide by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.
3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.
4. **Prices and Payment.**

- (a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.
- (b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.
- (c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.
- (d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.
- (e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.
- Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.
 - Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.
 - Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.
 - Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.
 - Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.
 - Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.
 - Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or material required by Seller to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.
13. **Miscellaneous**
- Limitations on Assignment.** Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.
 - Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
 - Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.
 - Headings.** The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
 - Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.



LSI CONTROLS PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Henry Vasquez	10/16/2020	12/31/2020
PROJECT NAME:	PREPARED BY:	
FWISD – Daggett Middle School EMS R1	Dane Martin Logical Solutions, Inc. (469)-265-1608 dmartin@lsicontrols.com	

PROPOSAL

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic’s Non-Proprietary Native BACnet Control System.

SCOPE OF WORK

- (1) Steam Boiler
 - + Control points to include unit enable/disable, unit status, supply and return strap on temperature sensors.
- (20) VAV Boxes
 - + LSi to provide and install a new controller with integral actuator, DAT and space temperature sensor. Radiator heat to remain.
- LSi to mount an G5CE in the Second Floor IDF Closet for network segmentation.

PRICING

The below pricing does not include tax. Payment terms: Net 30 days; Progress payments

Total Project Cost:	<u>\$53,480.00</u>
----------------------------	---------------------------

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

NAME	SIGNATURE	TITLE	DATE

Inclusions & Provisions:

- Includes provision and installation of all new sensors/instrumentation. LSi to reuse existing electronic zone damper actuators.
- Includes personal computer workstation loaded with ALC WebCTRL web-based software.
- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- Includes EMT conduit in mechanical rooms and roof tops. All other wire to be open plenum rated.
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

Exclusions:

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc., is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."

2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provide by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.

4. **Prices and Payment.**

(a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.

- (b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.
- (c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.
- (d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.
- (e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.
- Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.
 - Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.
 - Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.
 - Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.
 - Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.
 - Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, operation, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.
 - Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or material required by Seller to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.
13. **Miscellaneous**
- Limitations on Assignment.** Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.
 - Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach or default in the same or any other term or condition hereof.
 - Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.
 - Headings.** The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
 - Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

LSI HVAC CONTROLS PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Henry Vasquez	10/16/2020	12/31/2020
PROJECT NAME:	PREPARED BY:	
FWISD – Meacham MS EMS Additions	Dane Martin Logical Solutions, Inc. – (469) 265-1608 dmartin@lsicontrols.com	

SCOPE OF WORK

- **(2) VAV Air Handling Units (North Wing - Offices)**
 - ✦ LSi to provide control via hardwired points to include: supply and return fan VFD Start/Stop, VFD supply and return fan status, discharge air temp, return air temp, space temp
- **(21) VAV Boxes first floor and second floor)**
 - ✦ Includes new module with integral actuator, supply air temp and space temp.
- **(1) Constant Volume AHU (Cafeteria)**
 - ✦ Per building standard – ZN551, start/stop, status, heating/cooling stages, space temp, and discharge temp.
- **(2) Chillers**
 - ✦ Control and monitoring points to include: chiller enable/disable, chiller status, compressor amperage, chiller alarm and chilled water supply and return temperatures.
- **(2) Chilled Water Pumps**
 - ✦ Includes control of pump start/stop and pump status.
- **(1) Outside Air Temp/Humidity**
 - ✦ LSi to provide and install (1) ZN220 and (1) OAT/H sensor.
- Includes extending the BAS network infrastructure as required and new programs and new equipment and floorplan graphics.

PRICING

The below pricing does **NOT** include tax. Payment terms: Net 30 days; Progress payments

Scope of Work Price:	\$86,865.00
-----------------------------	--------------------

Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

NAME	SIGNATURE	TITLE	DATE

PROVISIONS & INCLUSIONS

- All items provided and installed by LSi will have a 1-year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/owner representative shall provide direction for alarming actions/routing.
- 120V power to LSi enclosures to be provided by others.

COORDINATION ITEMS & EXCLUSIONS

- Additional equipment or control not listed above will be added under a change order contract.
- Pricing is based on all work being performed **during normal** hours.
- Excludes provision and installation of louvers, dampers, and valves.
- Excludes any work associated with interior and exterior lighting control systems.
- Excludes any work associated with smoke detectors or Fire/Life Safety system
- Excludes any liquidated or consequential damages.
- Excludes any permits of fee associated with this contract.
- Excludes any water or air balancing.

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc., is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."

2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provided by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.

4. **Prices and Payment.**

(a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.

(b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.

(c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney at law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

(d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.

(e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.

1. **Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.

2. **Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.

3. **Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.

4. **Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.**

5. **Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.

6. **Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.

7. **Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**

12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or

material required by Seller to perform its obligations hereunder, laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official, or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

13. Miscellaneous.

(f) Limitations on Assignment. Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.

(g) Waiver. No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(h) Governing Law. This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

(i) Headings. The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.

(j) Entire Agreement. These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

LSI CONTROLS PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Henry Vasquez	10/16/2020	12/31/2020
PROJECT NAME:	PREPARED BY:	
FWISD – Diamond Hill HS – Legacy Unit Comm Conversion	Dane Martin Logical Solutions, Inc. (469)-265-1608 dmartin@lsicontrols.com	

PROPOSAL

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic’s Non-Proprietary Native BACnet Control System.

SCOPE OF WORK

- o (15) RTU's
 - + LSi to run new high-speed cabling (ARCnet cable) to the units on the south side of the building that are on old controls. The new comm will be a continuation of an existing G5CE.
 - + Includes an EXEC-6 firmware update on the existing controllers.
 - + Module and end devices are existing to remain.

Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.

PRICING

The below pricing does not include tax. Payment terms: Net 30 days; Progress payments

Total Project Cost:	<u>\$13,975.00</u>
----------------------------	---------------------------

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

NAME	SIGNATURE	TITLE	DATE
------	-----------	-------	------

--	--	--	--

Inclusions & Provisions:

- Includes provision and installation of all new sensors/instrumentation. LSi to reuse existing electronic zone damper actuators.
- Includes personal computer workstation loaded with ALC WebCTRL web-based software.
- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- Includes EMT conduit in mechanical rooms and roof tops. All other wire to be open plenum rated.
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

Exclusions:

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc. is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."

2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provide by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.

4. **Prices and Payment.**

(a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.

(b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.

(c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

(d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.

(e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.

1. **Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.

2. **Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.

3. **Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.

4. **Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.

5. **Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.

6. **Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.

7. **Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorders; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or material required by Seller to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

13. **Miscellaneous**

(f) **Limitations on Assignment.** Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.

(g) **Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach or default in the same or any other term or condition hereof.

(h) **Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

(i) **Headings.** The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.

(j) **Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller or reference by Seller to or performance by Seller under any such order (or any such order) shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE RATIFICATION FOR ANNUAL TIME AND ATTENDANCE
SOFTWARE HOSTING**

BACKGROUND:

On November 15, 2016, the Fort Worth ISD Board of Education approved the purchase of the current Time and Attendance Software program. This software program satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the MUNIS timekeeping module and the District's time clocks, and allows District administrators to review, approve, and manage the work time for non-exempt employees.

The software hosting enables the District to utilize the timekeeping software applications in a managed cloud environment providing enhanced security to ensure business continuity during potential malware attacks. The service period is from July 2020 through September 2021.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Annual Time and Attendance Software Hosting
2. Decline to Approve Ratification for Annual Time and Attendance Software Hosting
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification for Annual Time and Hosting Attendance Software Hosting

FUNDING SOURCE

General Fund

Additional Details

199-41-6299-001-750-99-412-000000

COST:

\$255,000

VENDOR:

KRONOS Incorporated

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-023 & Master Agreement

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Campuses and Administrative Offices

RATIONALE:

Approval of the hosting payments will continue to provide enhanced security to ensure business continuity during potential malware attacks.

INFORMATION SOURCE:

Michael Ball

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE ANNUAL RENEWAL OF LIBRARY MANAGEMENT
SYSTEM SOFTWARE**

BACKGROUND:

The library management system provides materials circulation, cataloging, inventory, and reporting capabilities for 130 sites. The system interface also provides students online access to search school library catalogs, access eBooks and digital audiobooks, and provides a website for school librarians to share links to subscription databases and open educational resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Renewal of Library Management System Software
2. Decline to Approve Annual Renewal of Library Management System Software
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal of Library Management System Software

FUNDING SOURCE

Additional Details

General Fund

199-12-6399-001-XXX-99-217-000000

COST:

\$106,399.05

VENDOR:

Follett School Solutions, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 225

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

130 Campuses and Library Media Services Professional Library

RATIONALE:

Library management system software provides students with an online catalog of print and digital resources available to them through the school library program, and provides school librarians and library support staff the tools to manage inventory and assets.

INFORMATION SOURCE:

Jerry Moore

October 22, 2020

J Carter Cook
Director
Fort Worth Independent School District
100 N University Dr Ste NW 140-E
Fort Worth, TX 76107

Dear J Carter:

We are pleased to present the enclosed Agreement for the licensing and implementation of our Follett Destiny® Solution.

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- An authorized representative of your District needs to sign page 5.
- Ensure that the data on Schedule C is accurate.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed document if needed.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Tracy L. McElman
Inside Sales Consultant - Technology
Phone: 877-899-8550 Ext. 46275
Fax: 815-578-5484
tmcelman@Follett.com

Agreement
Fort Worth Independent School District
Quote # 1099199-1
Customer # 4233689
October 22, 2020

This Follett Destiny® Solution Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Solution.

The prices and terms in this Agreement are confidential. They will be held open and valid until December 16, 2020.

****Amendment J is voided and being replace with this Agreement****

Summary of Software and Services: Year 1 Costs		Pricing
	List Price	\$127,512.60
	Current Estimate Credit on File	(\$21,113.55)
	Final Price	\$106,399.05

Destiny Cloud

MIGRATE EXISTING DATABASE(S) TO DESTINY CLOUD

- Migration of one (1) Destiny database(s) for one hundred thirty (130) license(s) of Library Manager to Destiny Cloud.
- Migration to Destiny Cloud includes:
 - Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Destiny Cloud servers.
 - Implementation: migration of the Destiny database from customer-hosted servers to Destiny Cloud servers.
 - Technical Training: brief technical training on Destiny Cloud.
 - Server maintenance and support

Additional information regarding the migration service, and additional terms associated with Destiny Cloud, are contained in this document.

Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.

DESTINY CLOUD YEAR ONE

- Destiny® Library Manager hosted in Destiny Cloud for year one for one hundred thirty (130) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- Server maintenance and support

Additional Services

- Destiny Upgrade – One Upgrade to Current Version

Annual Licensing and Maintenance Costs Starting Year 2*

Destiny Cloud

- Destiny® Library Manager continued access to and support of Destiny Cloud for one hundred thirty (130) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Follett Community (how-to's, training tools, and videos)
 - Product updates

Total Annual Licensing and Maintenance Costs:** **\$126,414.60**

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

** Note: This new pricing will be reflected in your next applicable annual renewal fee, if any.

Migration Services

Migration services support moving your Destiny database(s) to Destiny Cloud and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Destiny Cloud environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Destiny Cloud product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

Based on discussions with your district, your migration is scheduled to be completed no later than December 16, 2020. Follett staff will work with your district to begin project planning to reach that migration date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Fort Worth Independent School District

Signature:  by Patrick M. Flight

Signature: _____

Print Name: Patrick M. Flight

Print Name: _____

Title: Assistant Controller

Title: _____

Address: 1340 Ridgeview Drive

E-mail: _____

McHenry, IL 60050

Address: _____

Address: _____

Date: 10-27-2020 09:41:49 CDT

Date: _____

Do you have a PO to attach for this purchase?

Yes

No, I will provide at a later date

No, I will not be using a PO

Please provide a reference for Billing Purposes
(such as the Billing Contact's Name):

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule C is accurate.
- An authorized representative of your District needs to sign above. Additionally, make sure you return ALL PAGES of the signed document to your sales consultant.
- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.



Additional Terms and Conditions

1. Nature of the Transaction. Follett School Solutions, Inc. ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. License. Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett School Solutions, Inc. Product Licensing Terms, incorporated into this Agreement, as Exhibit A. The license shall be subject to the Term stated in Section 4 below. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, Inc. Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny, including but not limited to Destiny Discover, requires that Customer maintains current Follett School Solutions, Inc. support services.

3. Services. Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance. The 12-month support renewal periods (each, a "Support Renewal Period") may begin on the first anniversary of the date of purchase if renewal is mutually agreed upon by the parties in writing. Fees for each Support Renewal Period shall be invoiced in advance of the start of each such applicable Support Renewal Period. The fees for subsequent Support Renewal Periods may be increased, in Follett's sole discretion; provided that: (i) in no event shall an increase in any given year exceed the greater of (x) 5% or (y) CPI ("CPI" refers to the All Items Consumer Price Index, All Urban Consumers, as published by the U.S. Bureau of Labor Statistics in each case relative to the fee for the immediately preceding Support Renewal Period); and (ii) Follett shall provide written notice to Customer of any such change in price at least ninety (90) days prior to the effective date of such change.

4. Service Term. The term of the Service shall be one (1) year. The parties may renew this Agreement for one (1) year terms upon the mutual written agreement of both parties.

5. Hosting. Follett will provide to Customer those hosting services more particularly described in the SOW ("Hosted Services"). Follett may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosting Services to any new facilities or relocate the personnel, equipment, and other resources used in providing Hosting Services. Follett will back-up the Customer's database at the Follett Hosting Center daily and will store the backup in accordance with industry standards.

6. Service Levels. Destiny Cloud is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for Destiny Cloud:

- 99% up-time, Monday through Friday, during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

7. Security. Follett agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of the

Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful or grossly negligent misconduct of Follett, its employees, or subcontractors.

8. Third Party Equipment and Software. Unless otherwise indicated in the SOW, Follett will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third-party equipment and software necessary for the performance of the Hosted Service. Ownership and/or licenses for the third-party equipment and software shall be in the name of Follett.

9. Customer Responsibilities. In addition to any other duties and obligations set forth in this Agreement, Customer will undertake the following responsibilities at Customer's sole cost and expense:

- (a) Completion of any Customer requirements set forth in the SOW;
- (b) Provision and continuous operation of all communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for use and maintenance of the network capacity between Customer facilities and the hosted system;
- (c) Cooperation with and assistance to Follett with the transition to the Hosted Service;
- (d) Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within ten (10) business days after its receipt (or other mutually agreed upon time frame);
- (e) Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
- (f) Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

10. Payment. Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to term expiration are required for annual licensing to use Destiny Cloud.

11. Ownership. All Customer Personally Identifiable Information and other data received by Follett from Customer (collectively, "Customer Data") will remain Customer's property, and upon the termination of this Agreement for any reason, the Customer will be provided an opportunity to export catalog and patron data in a reasonable timeframe, not to exceed 120 days past termination date. Follett shall terminate the Customer's access to the Follett hosted service and destroy the Customer Data after the customer's timeframe to export data has passed. Follett may use de-identified aggregate data from schools or districts for marketing purposes. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

12. License. During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use (and permit others to use) any Customer Data solely for the purpose of rendering the Services to Customer.

13. Delays. Follett is not responsible for any failure to provide Destiny Cloud if such failure is caused by changes to the format of the Customer Data, changes to Customer's equipment or software, or Customer's delay or failure in the performance of customer responsibilities.

14. Effect of Termination. Sections 11, 15, 16, 17, 18 and 22 shall survive any termination of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using Destiny Cloud. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

15. Limited Warranties. Follett warrants, for the benefit of Customer only, that the third-party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, Inc. Product Licensing Terms.

16. Disclaimer of warranty. The limited warranties set forth herein are exclusive and in lieu of all other warranties and conditions, express or implied (including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement, statutory or otherwise). Customer acknowledges that Follett is not the manufacturer of the equipment and expressly waives any claim against Follett based upon any infringement or alleged infringement of any patent with respect to any item(s), any defects or any nonconformance of the third party equipment with its specifications, or for any indemnity against any claim made by any third party against customer.

17. Limitation of liability. To the maximum extent permitted by applicable law, in no event shall Follett, its affiliates, or their respective directors, shareholders, employees, agents and representatives be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including, but not limited to, lost profits, business interruptions, loss of business information or other pecuniary loss) arising out of the use of the products or services, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, failure of essential purpose, or otherwise, and even if the party has been advised of the possibility of such damages. Follett's total liability for any claims brought by customer regarding the products and services is limited to the amount of any payments made by customer during the twelve months preceding customer's notice of the claim to Follett. This section will not apply to limit Follett's indemnification obligations under this agreement.

18. Indemnification. Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

19. Publicity. During the term of this Agreement, Follett and its affiliates shall have the right to use only the customer name and profile in Follett's marketing materials, in any media.

20. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

21. Applicable Law. This Agreement shall be construed under the laws of the State of Texas, exclusive of its choice of laws and provisions.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter with the exception of any responsive documents submitted by Follett in response to Customer's competitive bid, if any. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

Statement of Work

Schedule A

Any capitalized terms not defined in this Statement of Work (SOW) have the meanings given them in the Agreement.

Services

This SOW specifies the services (referred to herein interchangeably as “Services” or the “project”) to be provided under the Agreement beginning on or as soon as practical after the Effective Date. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

Overview

The Follett Destiny Solution will be specifically tailored with applicable components, among which are implementation services, data services, customized services, Digital Content Solutions, peripherals, additional training services and/or post-implementation services.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

Application Software and Online Services

This SOW covers your Solution, including the following Follett Destiny Solution components:

- Destiny Library Manager

Destiny Cloud provides access to support the resource management needs of your district. The core of the solution consists of several applications and online service components for inventory management, including:

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server

Destiny Discover

With the purchase of Destiny Library Manager, you receive Destiny Discover interface which is an optional cloud-based interface to access all your digital and print materials.

Collections by Destiny®

Collections is a fully integrated feature of Destiny Discover that is designed to optimize the organization, sharing, and collaboration of school and web resources. Each collection can include resources from anywhere (webpages, images, documents, etc.), and can be easily shared publicly, within your district or school, with only a few people or just kept for you. Collections helps to reduce instructional planning and research time, maximizes visibility and usage of your educational resources, and encourages deeper learning in and outside the classroom.

Digital Content Subscriptions

Follett Digital Content Subscriptions are tools for schools and districts to be at the forefront of digital learning. Manage content to help create active, personalized learning for students.

Alliance Plus®

Alliance Plus offers 24/7 access to more than 9 million high-quality MARC records for print materials. The database is continuously updated with new records, allowing your district to quickly and easily keep your catalog up-to-date with local holdings as well as improve search results for your users with the addition of reading and interest levels, subject headings, summary and content notes, and review sources.

One Search™ Solution

One Search is a federated search tool that allows your students and staff to search resources simultaneously with a single search, including content from paid and free online research databases that may be available in your library (such as ProQuest, EBSCO or Gale Group) and Destiny. By presenting a single, familiar interface for searching these data sources, your students will find the information they need quickly and effectively, and usage of your valuable research databases will be improved.

TitlePeek™ Solution

TitlePeek enhances the patron searching experience by providing content enrichment services to titles in the library collection. Content includes cover photos, title profiles, table of contents, brief summaries, author notes, first chapter or excerpts, and published reviews.

Data Services

Follett understands that accurate and reliable data is critical to the success of your district. We recommend that you consider these optional services to enhance your data quality.

Library Data Services Not Included in Agreement

You have elected not to include Follett data services in this Agreement. Therefore, you are wholly responsible for results created by data loaded into your Destiny Library Manager Solution. Follett cannot be held responsible for the costs associated with correcting any issues related to data not processed by Follett.

Please be aware of the following notes regarding importing data into Destiny:

- Destiny Library Manager uses a set of matching rules when importing data into the database. You will need to review these rules prior to data import. Your Project Manager can assist with any questions you may have regarding data import.
- The Follett/Sagebrush data extraction utilities and import process does not automatically contain data cleanup or enhancement services. These services are available if purchased as part of this Agreement.

Additional Services

Additional Training Services

Destiny Training

Additional training content can be purchased and delivered at the time of implementation or later. Additional training sessions will provide each librarian, textbook coordinator or resource manager in your district with complementary skills to maximize use of your Follett Destiny Solution. The format is hands-on, with the number of attendees per session based on the options selected.

Follett Community

The Follett Community website is a convenient, one-stop online home for learning everything you need to know about using digital Follett products and software. By visiting <https://www.follettcommunity.com/s/>, you can find “how-to’s,” training tools and videos that will help guide you to getting the most out of Follett products. The Follett Community’s “Get Help with Our Products” section provides access to information on our most recent products and updates, and also supplies answers to any product questions. The Destiny Library Manager section is separated into “Getting Started,” “Tutorials, Training & Videos,” and “Product Documentation” subsections. Once clicked, these subsections drill-down even further to help guide you to the answers you need.

You can use these resources as an introduction to Destiny or a refresher course in Year Two and beyond. The District can access these resources an unlimited number of times.

Post Implementation Support Services

District Technical Support

District Technical Support is included with your Destiny Service Agreement, and features the following services:

- Software updates during the year
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server
- Toll-free telephone technical support for designated Customer contacts
- 24/7 customer Web Portal, with searchable online knowledge base
- Unlimited email support

- Follett Community (how-to's, training tools, and videos)

Note: Follett will only provide support for the current and one prior release of software. Follett will only provide support to the extent that the applicable Management product is utilized as licensed. Any use beyond the intended use of the product, as outlined in the Statement of Work, may result in cancellation of Support.

Telephone support for issue resolution

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 6 a.m. to 6 p.m. Central Time, Monday through Friday. The expectation is that the designated contacts are the point of contact for all end users within the district. Follett will not provide technical support to Customer staff members that have not been designated by the Customer.

Customer Requirements:

- Only the designated Customer contacts may contact Follett Technical Support.
- Unless trained by Follett personnel, site-based staff must contact a designated representative within your district for support.

Customer Web Portal

Follett has a web-based support portal, which is available 24/7 to all customers with a current support Agreement. It includes:

Keyword searchable knowledge base containing articles written by product and system experts

- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

Email support

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

Payment Schedule Schedule B

Customer agrees to make the following payments related to the purchase outlined in this Agreement.

Description	Amount	Due Date
Initial Costs	\$106,399.05	Net 30 days from Invoice
Total	\$106,399.05	

- Total including purchase price, estimated shipping and handling, and any applicable interest.
- All fees due under this Agreement are payable in US Dollars only.

Web site address and Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

Please indicate the Web site address (URL) you wish to have for your Destiny Cloud Solution.

The format required is yourdistrictname.follettdestiny.com.

1st choice:	.follettdestiny.com
2nd choice:	.follettdestiny.com
3rd choice:	.follettdestiny.com

FOLLETT SCHOOL SOLUTIONS, INC.
PRODUCT LICENSING TERMS

IMPORTANT

These Product Licensing Terms (these “Terms”) are incorporated by reference into the Follett Destiny® Solution™ Agreement (the “Solution Agreement” and, together with these Terms, this “Agreement”) between the Customer and Follett School Solutions, Inc. (“Follett”) governing the use of the Follett Destiny® solutions described in the Solution Agreement, and any revisions and updates to those solutions (collectively, the "Product"). To be clear, the term "Product," as used in these Terms, includes any software, data, reports and/or other instructional materials provided with the Product or generated by the Product. The terms “Customer” and “you” refer to the educational institution, cooperative, consortium or service center that has acquired a license to the Product from Follett, including any district, school or other entity to whom Customer rightfully provides access to the Product. By installing, accessing or using all or any portion of the Product, you agree to be bound by these Terms. If you do not agree to these Terms, do not install, access or use the Product and promptly return any Product to Follett.

1. Ownership of the Product and License to Use the Product.

1.1 *Ownership of the Product.* The Product is owned by Follett and/or its third-party licensors. Please see <http://www.follettsoftware.com/destiny/licenseagreement/OpenSource.pdf> for a complete list of the third-party open source contributors to the Product and their license terms regarding use of their open source code in the Product. The Product is protected by U.S. and international copyright law. Follett and its licensors retain all title to and ownership of the Product, with the exception of the following limited use license:

12 *General License.* Follett grants to you a limited license to use the Product during the term of the Solution Agreement, for the number of sites indicated in this Agreement, for non-commercial, educational purposes only. If you have obtained a single site license, you may install and use one copy of the Product on a central server located within and under the control of your site, or access the Product from Follett’s hosting facility, for the purpose of managing your site’s library, media, asset and textbook collection. If you have acquired a district license to use the Product, you may install a copy of the Product on a central server or servers located within and under the control of your district, or access the Product from Follett’s hosting facilities, for the purpose of managing the library, media, asset and textbook collections of the sites within your district and for whom you have paid a license fee to Follett. The Product modules (Library Manager, Resource Manager, Textbook Manager, Asset Manager and Media Manager, Analytics, Collections) may only be used for the purposes for which they were intended (e.g. Library Manager for library collections only). If you are consortium or service center serving multiple districts or schools, you are required to provide these Terms to any districts, schools or other entities to whom access to the Product is rightfully provided.

13 *Password.* You will have the ability to assign users of the Product and associated passwords. You are responsible for maintaining the security of your passwords and

agree not to post your passwords on any Web site accessible to the public. You agree to assume responsibility for the results of any misuse of your passwords and to report any misuse of the passwords immediately to Follett.

14 *Prohibited Use.* You may not copy the Product without Follett’s permission, except to make a backup copy. You may copy the Product’s accompanying documentation to be used for internal use only, as necessary to use the Product. You may use the Product to generate reports for internal use only. You may not use the Product or allow any third party to use the Product for any commercial purpose or in any manner not set forth in this Agreement or the Solution Agreement. You may not loan, sublicense, rent, lease, transfer, or assign the Product or any portion thereof to any third party. You may not remove any copyright, trademark or other intellectual property rights notices from the Product, including from any reports or data generated by the Product. You may not reverse engineer, decompile, disassemble, or in any way modify the Product or any portion thereof without prior written consent of Follett. Any modifications you make to the Product will remain the property of Follett and/or its licensor(s). This Product may not be used except for the purposes specifically licensed. A breach of any term in this Section 1.4 will be considered a breach of a material term.

15 *New Versions.* When you install or access a new version of the Product accompanied by a new license, provided your license fee entitles you to the new version, your use of the new version constitutes your acceptance of the new license and the termination of your license to use any previous version of the Product.

16 *Follett Digital Platform.* The Product supports the usage of Follett eBooks, Follett audiobooks and other digital content (“eBooks”) purchased separately from Follett. Follett provides for a secure eBook platform (“Follett Platform”) accessible from the Product to support access to these eBooks. By installing, accessing or using all or any portion of the Follett Platform, you agree to be bound by the terms found at <https://follettlearning.com/digitalterms>

2 *Termination for Breach.* If you breach any material terms of this Agreement or fail to pay license fees as they become due, Follett may immediately terminate your license to use the Product, including by disabling any on-line access, in addition to taking any other legal remedies available to it. Upon termination of your license, Follett will disable your access to the Product, you must either return any copies of the Product to Follett or destroy the copies and certify in writing that you have done so.

3 *Third Party Web Sites.* The Product may provide you and your patrons with links to third party web sites, including Third-Party Applications referenced in Section 5 below. You acknowledge that Follett does not endorse or maintain control over and will not be liable for the content, advertising or other materials contained on such third-party sites. Your use and your patrons’ use of the content, goods or services on any third party site or Third Party Application will be governed by the terms and policies on that site or Third -Party Application, if any. You will be responsible for understanding and complying with third party sites’ terms of use and instructing your patrons and employees on the same.

4 *Third Party Subscription Databases.* The Product may enable you and your patrons to search third-party subscription databases. Access to many of these databases is strictly regulated under the terms of the license agreements between you and the third-party database owners. You acknowledge that it is your obligation to ensure against the unauthorized

access of such third party-owned subscription databases. If the Product provides access to password protected content, you agree to password protect such access at your library's server level to ensure that only your patrons can use the Product, and to protect against the unauthorized use of third party-owned content, such as subscription databases.

5. *Student Privacy.* You may be able to allow your patrons to set up their own individual login accounts. If you do so, you agree that you are solely responsible for complying with all applicable state and federal laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). Follett warrants that it will not use any information you provide from students' accounts for any purpose other than providing the Product, and that it will not disclose such information to any third party unless required by law or as directed by you with respect to certain third-party applications ("Third-Party Applications") such as Biblionasium, OverDrive MackinVIA and Axis 360, which can be integrated into our Product to allow you and your users to access such Third-Party Application. By activating, or directing Follett to activate, such Third-Party Application integration in the Product, you authorize Follett to disclose the following student information for the sole purpose of facilitating such integration:

- Location name (site name)
- Student name
- Homeroom teacher name and email address
- Grade
- User name/login of student

The Product also supports optional single sign-on technology with Google and Microsoft platforms (where a user can use a Google or Microsoft account to login to Destiny) and access to Google or Microsoft cloud storage (Google Drive or Microsoft One Drive accounts). You may choose to configure this single sign-on technology in your sole discretion, in which case your end user can choose to access their Google or Microsoft account from Destiny. This functionality requires the use of Google and/or Microsoft API (Application Programming Interface) Services, respectively. Requests for Google/Microsoft account information will identify the Product as seeking access to user data (the user's cloud storage location). Follett will utilize this account information for the sole purpose of logging in the user to Destiny, or to create links to user-selected documents for Collections. This information is being requested for no other purpose and Follett will not use the user data for any other purpose. The user's account ID is stored on the workstation with a cookie to support subsequent use (until the user logs out from their cloud storage location).

6. *Children's Online Privacy Protection Act ("COPPA").* As required under COPPA, Follett must make the following disclaimer: FOLLETT DOES NOT KNOWINGLY COLLECT ANY PERSONALLY IDENTIFYING INFORMATION FROM CHILDREN UNDER THE AGE OF 13 THROUGH THE PRODUCT EXCEPT IN COMPLIANCE WITH COPPA. Follett cannot make that claim on behalf of third party sites found through the Product. You therefore agree to inform and educate patrons under the age of 13 that they should not provide any personally identifying information on any third-party sites without the involvement and verifiable consent of their parents. As a condition to using this Product, you consent to the collection of student information as agent of the parents and/or legal guardians of your students. You may take any other action with respect to such information (including deletion), in each case to the extent permitted or stipulated under COPPA.

7. *Your Content.* The Product may allow you to upload content. You represent and warrant that you own or have obtained all rights, licenses and permissions necessary to use, copy, display, publish or otherwise share any content or materials you make visible outside your school via the Product (“Your Content”); and Your Content will not (a) be offensive or objectionable; (b) contain errors; (c) violate intellectual property rights or privacy, publicity or other rights of third parties; (d) violate any laws, rules or regulations; or (e) be harmful to the computers or networks of Follett or any third-party viewing or downloading Your Content.

8. *No Endorsement.* Follett has the right, but not the obligation, to review Your Content and Third-Party Content. It is your responsibility to ensure that Your Content complies with the terms of this Agreement. Follett neither endorses nor approves of Your Content or any Third-Party Content and will not be liable for Your Content or any Third-Party Content.

9. *Right to Remove Your Content.* Follett may, at its sole discretion, remove any of Your Content which, in Follett’s reasonable opinion, would violate the terms of this Agreement or is otherwise objectionable with written notification.

10. *Limited Warranty.* Follett warrants that for a period of 1 year from its initial delivery to your site or your access, in the case of online subscriptions, the Product will perform in substantial compliance with its specifications and be free of material defects and will not infringe upon the intellectual property rights of any third party. As your sole and exclusive remedy for this warranty, Follett will either repair the Product or refund your prorated license fee. This limited warranty does not cover any material defect or infringement resulting from any accident, abuse, or misapplication of the Product caused by you, your employees, end users, agents or contractors, or any modification you, your employees, end users, agents or contractors make to the Product, whether or not such modification is authorized by Follett.

11. *Third Party Services.* We allow third-party companies, including AddThis and Google, to collect certain anonymous information when you use the Product. Follett utilizes this anonymous information to measure usage of the Product to support our product development efforts. These companies typically use a cookie or a third-party web beacon to collect this information.

12. ***DISCLAIMER OF WARRANTY.*** FOLLETT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Follett and its licensors are not responsible for and make no representations or warranties with regard to third party network operating systems, computer hardware, software or peripherals that you use in conjunction with the Product, OR THAT ANY NETWORK-ACCESSIBLE FEATURES OF THE PRODUCT WILL BE CONTINUALLY ACCESSIBLE OR ACCESSIBLE AT ANY TIME. THE THIRD PARTY SOURCE CODE USED IN THE PRODUCT AND ITS LICENSING TERMS ARE AVAILABLE AT <http://www.follettsoftware.com/destiny/licenseagreement/OpenSource.pdf>, AND IS PROVIDED BY THIRD PARTY LICENSORS “AS IS,” WHO DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. IN NO EVENT SHALL ANY SUCH THIRD PARTY LICENSOR OR ITS CONTRIBUTORS OR FOLLETT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE OR DATA), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING OUT OF THE USE OF THE PRODUCT, SOFTWARE OR SOURCE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL FOLLETT OR ITS LICENSORS BE LIABLE TO YOU IN ANY AMOUNT EXCEEDING THE TOTAL FEES YOU HAVE PAID TO FOLLETT DURING THE TWELVE MONTHS PRECEDING YOUR CLAIM

13. *Additional Indemnification.*

13.1 *By Follett.* Follett agrees to indemnify, defend and hold you harmless from and against any claims, including reasonable legal fees and expenses, based upon the Product infringing any United States copyright, patent or other intellectual property right under U.S. law; provided that you promptly notify Follett in writing of any such claim and allow Follett to control the proceedings. You agree to cooperate fully with Follett during such proceedings. Follett will defend and settle at its sole expense all proceedings arising out of the foregoing claims. In the event that you are enjoined from using the Product, Follett will, at its option, replace, in whole or in part, the Product with a substantially compatible and functionally equivalent computer program, modify the Product to eliminate the infringement, provide you with a refund in an amount not to exceed the amounts paid to Follett for the Product, depreciated on a straight-line basis over a five (5) year term, or obtain for you the right to continue using the Product. Follett has no obligations under this Section to the extent a claim is based upon any of the following:

(i) the Product or any portion thereof has been modified, altered or changed in any manner by you or any party acting on your behalf (other than by Follett or its authorized representatives or a third party contractor of Follett), if such infringement would have been avoided in the absence of the use of such altered Product; (ii) a design created by someone other than Follett or its third party contractors; (iii) the combination, operation or use of the Product with software or hardware which was not provided by Follett or its third party contractors or approved by Follett, if such infringement would have been avoided in the absence of such combination, operation or use; (iv) use of the Product in a manner for which it was not designed; or (v) your failure to install or have installed an upgrade containing designs to avoid third party infringement claims, provided that Follett has notified you of the upgrade and its ability to cure infringement and has provided that upgrade to you at no additional charge. This Section states Follett's entire liability for any alleged infringement by the Product or any part thereof.

132 *Intentionally blank*

14. *Intentionally blank*

15. *Right to Audit Compliance.* Follett will have the right to conduct or direct an independent accounting firm to conduct, during normal business hours and no more than once during any calendar year, an audit of your relevant records to verify your compliance with the terms of this Agreement. This provision does not limit Follett's right to monitor its server logs for accesses made by you, or using any access code issued to you, to any on-line features, or to investigate any conduct Follett believes either may be a breach of the licensing terms or otherwise threatening to the integrity of its products or services.

16. *Entire Agreement.* The Solution Agreement (including any SOW or other documents attached to the Solution Agreement), these Terms and any Terms of Use made available via the Product constitutes the entire agreement of the parties with respect to the use of the Product. The failure by Follett to enforce any of its rights hereunder will not constitute a waiver of such rights. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.

17. *Intellectual Property.* Follett is the owner or licensee of copyright, trademark, and other intellectual property and proprietary rights in the Product. All trademarks appearing in the Product are the property of Follett or their respective third-party owners. Follett disclaims any affiliation or endorsement of such third parties' goods or services, and does not intend to imply any endorsement or affiliation by using such marks. Likewise, such use is not meant to imply any third party's endorsement of Follett's goods or services. Please be aware and inform your patrons that copyright, trademark and other intellectual property rights may protect content on third party Web sites and databases accessed through the Product. Nothing in this Agreement affects such rights or implies that you, your patrons or Follett has any rights in this content. Use of third-party content may be governed by a separate agreement with the third-party owner and you agree not to use the content in any way that violates this Agreement or the intellectual property rights of the third-party owner. You also agree to take reasonable measures to make your patrons aware of all provisions in this Section.

18. *Exporting Products.* This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree not to ship, transfer or export the Product or any data obtained from the Product into any country or use the Product or data obtained from the Product in any manner prohibited by the United States Export Administration Act or any other export laws or regulations.

U.S. GOVERNMENT RESTRICTIONS

1. If the Product is acquired by or on behalf of a unit or agency of the United States Government this provision applies. The Product: (a) was developed at private expense, and no part of it was developed with government funds; (b) contains trade secret information of Follett for all purposes of the Freedom of Information Act; (c) is "commercial computer software" subject to limited utilization as provided in the contract between Follett and the governmental entity; and (d) in all respects contains proprietary data belonging solely to Follett.

2. For units of the Department of Defense (DOD), this Product is sold only with "Restricted Rights" as that term is defined in the DOD Supplement to the Federal Acquisition Regulations ("DFARS") 52.227-7013(c) (1) (ii) and use, duplication or disclosure is subject

to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Product clause at DFARS 52.227-7013. Manufacturer: Follett School Solutions, Inc. 1340 Ridgeview Drive, McHenry, IL 60050-7048.

3. If the Product is acquired under a GSA Schedule, the U.S. Government has agreed: (a) to refrain from changing or removing any insignia or lettering from the Product that is provided or from producing copies of manuals or disks (except one copy for backup purposes); (b) title to and ownership of the Product and any reproduction thereof shall remain with Follett; (c) use of the Product and documentation shall be limited to the facility for which it is acquired; and (d) if use of the Product is discontinued at the installation specified in the purchase/delivery order and the Government desires to use it at another location, it may do so by giving prior written notice to Follett, specifying the type of computer and new location site.

4. U.S. Government personnel using the Product, other than under a DOD contract or GSA Schedule, are hereby on notice that use of the Product is subject to restrictions which are the same as, or similar to, those specified above.

Follett School Solutions, Inc.
1340 Ridgeview Drive McHenry,
Illinois 60050-7048 (877) 899-8550
(+1.708.884.5100)
info@follettlearning.com or techsupport@follett.com
www.follettlearning.com

Copyright © 2002 - 2019, Follett School Solutions, Inc.. All rights reserved.
Destiny 16.5 February 2019

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE CARRYOVER PAYMENT AMOUNT TO TEACH FOR AMERICA ENDING THE EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT SIGNED APRIL 12, 2016

BACKGROUND:

In 2010, we entered into a three-year agreement to hire up to 50 Teach for America (TFA) core members per year. The agreement expired on July 31, 2014, and we renewed for another three years on December 10, 2013. On April 12, 2016, we renewed for another five years. Our current agreement is set to expire on April 30, 2021. In accordance with the agreement, the District will carryover 33, 2020 Cohort TFA teachers to complete Year 2 of the two-year program in 2021-2022.

The invoice for 2019-2020 includes the 2019 Cohort/Year 2 and 2020 Cohort/Year 1. The shortage to cover the invoice is \$50,375. Our request is that the Board carryover payment of the existing contract and anticipated expense due the 2020 Cohort completion of the two-year commitment to Fort Worth ISD. Overall, in the last contract we hired 171 TFA teachers, and 85 teachers since that time have left the District. Our current retention rate of TFA teachers is 51%. The estimate for the 2020 year program is \$132,000.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Carryover Payment Amount to Teach for America Ending the Educational Professional Service Agreement Signed April 12, 2016
2. Decline to Approve Carryover Payment Amount to Teach for America Ending the Educational Professional Service Agreement Signed April 12, 2016
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Carryover Payment Amount to Teach for America Ending the Educational Professional Services Agreement Signed April 12, 2016

FUNDING SOURCE

Additional Details

General Fund

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

COST:

Carryover 2020-2021...\$50,375
2020 Cohort Year 2.....\$132,000
Not-to-Exceed.....\$200,000

VENDOR:

Teach for America

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

The identified partnership predominantly focuses on traditionally hard-to-staff content areas and levels (i.e. bilingual, secondary math and science). The agreement may be terminated by either party, upon thirty (30) days prior written notice to the other party, provided that the terminating party provides that no later than 120 days prior to the end of the current academic school year. Provisions in the April 12, 2016 Agreement remain in effect until such time as there are no teachers in their second year of employment with the District.

INFORMATION SOURCE:

Kermit Spears

Teach For America Purchase Orders

Date PO paid	Cohort	Cost per Cohort	TFA Number	Expense	Total
September 7, 2016	2015 Year 2	\$3000	27	\$ 81,000	\$193,000
	2016 Year 1	\$3500	32	\$112,000	
September 13, 2017	2016 Year 2	\$3500	31	\$108,500	\$202,750
	2017 Year 1	\$3625	26	\$ 94,250	
September 11, 2018	2017 Year 2	\$3625	25 + 1	\$ 90,625 +\$3625	\$195,500
	2018 Year 1	\$3750	27	\$101,250	
August 27, 2019	2018 Year 2	\$3750	22	\$ 82,500	\$179,375
	2019 Year 1	\$3875	25	\$ 96,875	
Pending	2019 Year 2	\$3875	22	\$ 85,250	\$217,250
October 13, 2020	2020 Year 1	\$4000	33	\$132,000	
Total Expense 2015-2020					\$987,875
Total Contract Approved 2015-2020					\$937,500
Requested Amount for Carryover Expense					\$ 50,375
Requested Amount for 2020 Year 2 Due in 2021 (Estimate)					\$132,000
Total Amount Requested Combined					\$182,375

Analysis

Cohort	Total in Cohort	Total Cost Per Cohort	Turnover Year to Date -10 Decline
2015	27	\$ 81,000	-15
2016	32	\$220,500	-23
2017	26	\$188,500	-16
2018	28	\$183,750	-16
2019	25	\$182,125	-4
2020	33	\$132,000	-1
	171	\$987,875	85
Overall Turnover 85/171 = 49.7% Turnover	<p>Elementary Schools Served: AM Pate, AD Contreras, CC Moss, Como, Daggett, East Handley, George Clark, Greenbriar, JT White, Luella Merrett, M Walton, Mitchell Blvd, Natha Howell, Rosemont, Mendoza, SS Dillow, Sagamore Hill, South Hills, Sunrise McMillan, TA Sims, WM Green, West Handley, Westcreek, Western Hills</p> <p>Middle Schools Served: Daggett, Forest Oak, Jacquet Martin, Leonard, Meacham, Meadowbrook, Kirkpatrick, Momingside, Riverside</p> <p>High Schools Served: Dunbar, Eastern Hills, INA, OD Wyatt, Poly, South Hills</p>		

**2020-2021 Fort Worth ISD Corps Members
Teach For America - Dallas – Fort Worth**

Corps Year	First Name	Last Name	Fort Worth ISD School	Certification Area
2019	██████	██████	International Newcomer Academy (INA) High School	7-12 Science
2019	██████	██████████	Morningside Middle School	4-8 Generalist
2019	██████	██████	Leonard Middle School	4-8 Generalist
2019	██████	██████	Jacquet Middle School	4-8 Generalist
2019	██████	██████	George C. Clarke Elementary School	EC-6 Generalist
2019	██████	██████	T.A. Sims Elementary School	EC-6 Bilingual
2019	██████	██████	Clifford Davis Elementary School	EC-6 Generalist
2019	██████	█	O.D. Wyatt High School	7-12 Science
2019	██████	██████	International Newcomer Academy (INA) High School	4-8 Generalist
2019	██████	██████	E.M. Daggett Middle School	4-8 Generalist
2019	██████	██████	Polytechnic High School	7-12 English
2019	██	██████	T.A. Sims Elementary School	EC-6 Bilingual
2019	██████	██████	W.A. Meacham Middle School	4-8 Generalist
2019	██████	██████	Polytechnic High School	7-12 Science
2019	██████	██████	Riverside Middle School	4-8 Generalist
2019	██████	██████	A.M. Pate Elementary School	EC-6 Bilingual
2019	██████	██████	William James Middle School	EC-6 Generalist
2019	██████	█	Eastern Hills Elementary School	EC-6 Generalist
2019	██	██████	Riverside Middle School	4-8 Generalist
2019	██████	██████	Polytechnic High School	7-12 Science
2019	██████	██████	Polytechnic High School	7-12 Science
2019	██████	██████	C.C. Moss Elementary School	EC-6 Bilingual
2020	██████	██████████	Eastern Hills High School	7-12 Social Studies
2020	██████	██████	Riverside Middle School	4-8 Generalist
2020	██████	██████	Leonard Middle School	7-12 English
2020	██████	██████	Leonard Middle School	4-8 Generalist
2020	██████	██████	C.C. Moss Elementary School	EC-6 Bilingual
2020	██████	██████	Leonard Middle School	EC-6 Generalist
2020	██████	██████	Leonard Middle school	4-8 Generalist
2020	██████	██████	Westcreek Elementary School	EC-6 Generalist
2020	██	██████	Westcreek Elementary School	EC-6 Bilingual
2020	██████	██████	Clifford Davis Elementary School	4-8 Generalist
2020	██████	██████	A.M. Pate Elementary School	EC-6 Bilingual
2020	██████	██████	Jacquet Middle School	4-8 Generalist
2020	██████	██████	Riverside Middle School	EC-6 Generalist
2020	██████	██████	Rufino Mendoza Sr. Elementary School	EC-6 Generalist
2020	██████	██████	Alice Contreras Elementary School	EC-6 Generalist
2020	██████	██████	A.M. Pate Elementary School	EC-6 Bilingual

**2020-2021 Fort Worth ISD Corps Members
Teach For America - Dallas – Fort Worth**

2020	████	██	Eastern Hills High School	7-12 Science
2020	████	████	Leonard Middle School	4-8 Generalist
2020	████	████	Jacquet Middle School	4-8 Generalist
2020	████	████	Leonard Middle School	4-8 Generalist
2020	████████	████	Rufino Mendoza Sr. Elementary School	EC-6 Bilingual
2020	████	██████	Leonard Middle School	EC-6 Generalist
2020	██████	████████	Morningside Middle School	7-12 Science
2020	██████	██████████	A.M. Pate Elementary School	EC-6 Bilingual
2020	██████	████	Polytechnic High School	7-12 Science
2020	████	████	Clifford Davis Elementary School	4-8 Generalist
2020	████	████	Paul Laurence Dunbar High School	7-12 Science
2020	████	██	Alice Contreras Elementary School	EC-6 Bilingual
2020	██████	████	Rufino Mendoza Sr. Elementary School	EC-6 Bilingual
2020	████	██████	Jacquet Middle School	7-12 Social Studies
2020	██████	████	C.C. Moss Elementary School	EC-6 Bilingual
2020	████	██	Rufino Mendoza Sr. Elementary School	EC-6 Generalist
2020	██████	████	Leonard Middle School	4-8 Generalist

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE LETTER OF AGREEMENT REGARDING COLLEGE COURSES FOR TRANSITION STUDENTS WITH SPECIAL NEEDS FOR POST-SECONDARY EMPLOYMENT

BACKGROUND:

This Letter of Agreement is meant to affect a collaborative agreement between Fort Worth ISD and the Tarrant County College District. Partner agencies will work collaboratively with the District to provide apprenticeship site(s), career cluster instruction, authentic work-based training opportunities and experiences. At the conclusion of the apprenticeship year, students will receive industry standard certification for entry-level competitive employment in one of the following career fields: Allied Health Supports, Automotive Services, Floral Design, or Office Products.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Letter of Agreement Regarding College Courses for Transition Students with Special Needs for Post-Secondary Employment
2. Decline to Approve Letter of Agreement Regarding College Courses for Transition Students with Special Needs for Post-Secondary Employment
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Letter of Agreement Regarding College Courses for Transition Students with Special Needs for Post-Secondary Employment

FUNDING SOURCE

Additional Details

General Fund

199-11-6229-001-035-23-229-000000

COST:

- TCCD South Campus = \$21,000.00 (14 students)
- TCCD Trinity River Campus = \$40,320.00 (21 students)

Total Cost: \$61,320

VENDOR:

Tarrant County College District (South and Trinity River Campuses)

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All special needs students at all high school campuses

RATIONALE:

This service affords students with disabilities an opportunity to garner post-secondary transition goals in authentic work-based learning and skills applications settings. At the conclusion of the two-year training program, students will be able to move seamlessly into post-secondary competitive employment in the chosen career path.

INFORMATION SOURCE:

Jerry Moore



August 27, 2020

Dianne Kendrick Hawkins, Ed.D.
Director | Special Education Department
100 North University Drive
Fort Worth, TX 76107

Dear Dr. Hawkins:

The following is a Letter of Agreement between the Fort Worth Independent School District (FWISD), a political subdivision of the state of Texas and a legally constituted independent school district, and Tarrant County College District (TCCD) South and Trinity River Campus starting on November 11, 2020 and until June 30, 2022. If you find the terms of this Agreement satisfactory, please sign all copies and return them to the offices of Community Education and Engagement at the South and Trinity River Campuses. A signed copy of the agreement will be returned to you.

TCCD South and Trinity River Campuses will provide:

1. Courses as outlined in Appendix 1 and 2 (including tuition, contact hours, and minimum enrollments) and will honor FWISD student holidays.
2. Course registration, administration, and evaluation for the courses outlined in Appendix 1.
3. Grading information from the TCCD course instructor, including the end of course exam.
4. Visual aids and other instructional materials.
5. A TCCD Certificate of Completion awarded to each student upon successful completion of the courses, indicating, when applicable, their earned Continuing Education Units, (CEUs) earned for each semester at the Community Education and Engagement Completion Ceremony.
6. Supervision for students while on campus, consisting of escorting students to class, in class monitoring, escorting students to campus locations outside the classroom, and escorting students to school bus at the end of the day.

7. To the extent FWISD is in session after TCCD Friday closure begins, TCCD will provide Friday class until the end of FWISD's spring semester.
8. TCC will provide qualified instructors who have passed the FWISD criminal background check within 20-days of hire.

FWISD will provide:

1. Payment for each student enrollment as indicated on Appendix 2 for each applicable course.
2. Completed registration forms for all enrolled students by the start of class.
3. Course enrollments for each course that meet the minimum enrollment numbers outlined in Appendix 2.
4. Transportation to and from TCCD South or Trinity River Campus for all participating students.
5. Assistance with any student behavioral issues. TCCD and FWISD will work in collaboration to address student behavior, and student and staff well being issues.
6. Assign FWISD academic support staff, such as interpreters and/or note takers, and adaptive equipment to campus daily for identified students.
7. FWISD will cover any costs required for the background check of participating TCCD instructors and staff, under this Agreement.

Additional components of this Letter of Agreement:

1. **Force Majeure:** Neither TCCD nor FWISD shall be responsible for any delays in performance of this agreement due to strikes, riots, acts of God, unavailability of instructors or materials, war, governmental laws, or regulations. If a delay occurs, TCCD will make a good faith effort to reschedule the service.
2. **Administration and Instructional Quality:** TCCD will provide a representative for internal project coordination. FWISD will designate a liaison to the College to work with the instructors and project coordinator as needed. TCCD will employ qualified instructors to provide educational services in accordance with state regulations and the policies of the College. Students who successfully complete the course(s) will receive a Certificate of Completion per course completed that indicates the corresponding CEUs and or the corresponding approved high school academic credit. In order for TCCD to offer Continuing Education Units (CEUs) to students of FWISD, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, the Texas Higher Education Coordinating Board, and the State of Texas and the (Texas Education Agency, Component 1 only). In the matters of curriculum and instruction, the College must be able to demonstrate it is

in sole and complete control of the curriculum and the instructor with "sole and complete control" defined to mean the College has the authority and right to establish, review, and modify, if appropriate, the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment, if appropriate. The signature of the undersigned indicates agreement with, and acceptance of, these requirements.

3. **Videotaping:** No portion of any course or training program provided by TCCD may be videotaped by anyone without prior signed approval by the Tarrant County College's project coordinator.
4. **Assignment:** Neither TCCD nor FWISD shall assign this Agreement without the written consent of the other.

FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT:

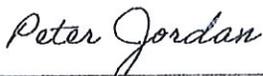


Dianne Kendrick Hawkins, Ed. D.
Director | Special Education Department

9.21.20

Date

FOR TARRANT COUNTY COLLEGE:



Peter Jordan, Ed.D.
President | Tarrant County College – South Campus

8/31/20

Date



Sean Madison, Ed.D.
President | Tarrant County College – Trinity River Campus

9/18/20

Date

Fort Worth ISD (continued)



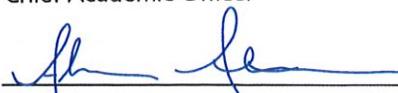
Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Dr. Kent Scribner
Superintendent of Schools



Jerry Moore
Chief Academic Officer

Jacinto Ramos, Jr.
Board President



Alexander Athanason
Attorney

Appendix 1 – Incoming Seniors at South Campus

This group of students is defined as those students enrolled in Transition Workforce Essentials and Professional Workforce Essentials at TCC South Campus during the 2019 – 2020 academic year. During the 2020 – 2021 academic year, TCC South Campus will offer the following courses:

Fall classes (August 17, 2020 till December 18, 2020):

Floral I (August 17 to October 16)	M-Th	1-3:30 pm	\$420 per student
Floral II (October 19 to December 18)	M-Th	1-3:30 pm	\$420 per student
Basic Auto I (August 17 to October 16)	M-Th	1-3:30 pm	\$420 per student
Basic Auto II (October 19 to December 18)	M-Th	1-3:30 pm	\$420 per student
Interpersonal Skills (August 17 to October 16)	F	1-3:30 pm	\$80 per student
Business Communication (October 19 to December 18)	F	1-3:30 pm	\$80 per student

Spring classes (January 11, 2021 to May 26, 2021):

Floral I (January 11 to March 12)	M-Th	1-3:30 pm	\$420 per student
Floral II (March 22 to May 26)	M-Th	1-3:30 pm	\$420 per student
Basic Auto I (January 11 to March 12)	M-Th	1-3:30 pm	\$420 per student
Basic Auto II (March 22 to May 26)	M-Th	1-3:30 pm	\$420 per student
Interpersonal Skills (January 11 to March 12)	F	1-3:30 pm	\$80 per student
Business Communication (March 22 to May 26)	F	1-3:30 pm	\$80 per student

Appendix 2 – Incoming Juniors for both campuses

This group of students is defined as FWISD students classified as juniors during the 2020 – 2021 academic year. For the 2020 – 2021 and 2021 – 2022 academic years, the TCC South and Trinity River Campuses will offer the following courses under the management of the Community Education & Engagement offices and assigned designees:

Fall 2020: General workforce preparation

- **Schedule:** August 17, 2020 till December 18, 2020, every Monday to Friday, 1:00 pm to 3:30 pm, except for FWISD student holidays.
- **Course Objectives for CCPX 1049 – General Workforce Essentials:**
 - Campus resources
 - Making career decisions
 - Time management and organizational skills
 - Generic workplace math and reading skills
 - Generic Problem solving and critical thinking skills
 - Generic information technology applications (e.g. Microsoft Word, Excel, Outlook, phones)
 - Succeeding in any workplace environment
 - Customer service
 - Leadership and teamwork
 - Diversity and workplace rights
 - Workplace evaluations
 - Personal safety, management and health
 - Handling stress
- **Minimum enrollments:** 10 students per track.
- **Tuition per student:** \$960

Spring 2021: Industry specific workforce preparation

- **Schedule:** Starting January 11, 2021 to May 26, 2021, every Monday to Friday, 1:00 pm to 3:30 pm, except for FWISD student holidays.
- **Industries selected:**
 - South Campus
 - Automotive: specifically detailing and tire technician
 - Hospitality
 - Customer Service
 - Banking
 - Trinity River
 - Allied Health
- **Course Objectives for CCPX 1049 Workforce Essentials per industry:**
 - Community resources
 - Employability and career development
 - Workplace math and reading in your career
 - Problem solving and critical thinking skills in your career
 - Technology in your career
 - Succeeding in your workplace environments
 - Ethics and legal responsibilities in your career
 - Workplace evaluations
 - Workplace safety, health and environment
 - Job Satisfaction
- **Minimum enrollments:** 10 students per track.
- **Tuition per student:** \$960

Fall 2021: Industry specific training

- **Schedule:** Start and end dates to be determined with the FWISD 2021-2022 calendar, every Monday to Friday, 1:00 pm to 3:30 pm, except for FWISD student holidays.
- **Industries selected:**
 - South Campus
 - Automotive: specifically detailing and tire technician
 - Hospitality
 - Customer Service
 - Banking
 - Trinity River
 - Allied Health
- **Course Objectives:** students will complete industry specific training. For example, the actual skills needed for their job.
- **Minimum enrollments:** 10 students per track.
- **Tuition per student:** \$960

Spring 2022: Interneship and industry specific training

- **Schedule:** Start and end dates to be determined with the FWISD 2021-2022 calendar, every Monday to Friday, 1:00 pm to 3:30 pm, except for FWISD student holidays. Monday, Wednesday, Friday will be spent in the classroom at TCC and Tuesday and Thursday will be spent at internship sites.
- **Internship oversight:** TCC and FWISD will work collaboratively to find and supervise internship sites and placements.
- **Industries selected:**
 - South Campus
 - Automotive: specifically detailing and tire technician
 - Hospitality
 - Customer Service
 - Banking
 - Trinity River
 - Allied Health
- **Course Objectives:** students will continue to complete industry specific training and internship
- **Minimum enrollments:** 10 students per track.
- **Tuition per student:** \$960

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN WESTED AND FORT WORTH INDEPENDENT SCHOOL DISTRICT TO CONTINUE PROVIDING ACADEMIC PARENT-TEACHER TEAMS TRAINING AND SERVICES AT OAKHURST AND EASTERN HILLS ELEMENTARY SCHOOLS

BACKGROUND:

This Memorandum of Understanding (MOU) Between WestEd and Fort Worth ISD will provide support in the implementation of the Academic Parent-Teacher Teams models at Eastern Hills and Oakhurst Elementary Schools. Both schools have been awarded a grant, through the Rainwater Charitable Foundation, that focuses on improving family engagement on their campuses. WestEd will continue to provide training to their parents and teachers to support family engagement to ensure that children have rich learning opportunities and access to quality educational experiences. This goal is achieved through genuine connections, strong relationships, and consistent opportunities for dialogues, planning, goal setting, and follow through. As part of this work, teachers will be proactively sharing actionable student assessment data with families as well as concentrate information, skills and resources with families on how they can support their child's learning.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between WestEd and Fort Worth Independent School District to Continue Providing Academic Parent-Teacher Teams Training and Services at Oakhurst and Eastern Hills Elementary Schools
2. Decline to Approve Memorandum of Understanding Between WestEd and Fort Worth Independent School District to Continue Providing Academic Parent-Teacher Teams Training and Services at Oakhurst and Eastern Hills Elementary Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between WestEd and Fort Worth Independent School District to Continue Providing Academic Parent-Teacher Teams Training and Services at OakHurst and Eastern Hills Elementary Schools

FUNDING SOURCE

No Cost

Additional Details

Grant awarded through the Rainwater Charitable Foundation

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 Elementary
Oakhurst Elementary

RATIONALE:

This MOU will allow the campuses to provide more effective methods of support that parents may need to increase their volunteerism, leadership skills and participation in other parent programming

activities. Their goal is to increase positive collaboration between parents, students and school staff on the campus.

INFORMATION SOURCE:

David Saenz

Memorandum of Understanding
by and between
WestEd and Fort Worth Independent School District

This Memorandum of Understanding (“MOU”) is effective as of July 1, 2020, and sets forth the agreement between WestEd and 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, (“Partner”) to provide Academic Parent-Teacher Teams (APTT) training and services (“Project”). At times herein, WestEd and Partner are referred to each as a “Party” and collectively referred to as “the Parties.”

This MOU is a Non-Financial agreement.

1. Purpose

As part of the work of the Fort Worth APTT 2020-21 project, WestEd will provide support in the implementation of the Academic Parent-Teacher Teams model of family engagement at Oakhurst and Eastern Hills Elementary Schools in the Fort Worth Independent School District during the 2020-21 school year. The goal of this work is to empower both teachers and families, to work as a team, to ensure that children have rich learning opportunities and access to quality educational experiences 365 days per year. This goal is achieved through genuine connections, strong relationships, and consistent opportunities for dialogue, planning, goal setting, and follow through. As part of this work, teachers will be proactively sharing actionable student assessment data with families as well as concrete information, skills, and resources with families on how they can support their child's learning.

The Rainwater Charitable Foundation will be providing the funding for this training and services.

The Parties also wish to adequately protect student, parent, teacher, and/or Partner staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

- A. This MOU is effective as of the date first set forth above and expires June 30, 2021.
- B. Either Party may terminate or amend this MOU at any time without cause, provided that written notice is given to the other Party at least 30 days in advance.
- C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

3. Project Activities

- A. Project activities include initial training, three rounds of teacher planning, and three rounds of observations and debrief to be provided to Oakhurst and Eastern Hills

Elementary Schools in the Fort Worth Independent School District during the 2020-21 school year.

- B. As part of all APTT meetings, student assessment data is shared with families to increase their knowledge of and comfort level with academic measures of success. Prior to the meeting, APTT facilitators will support teachers in creating a bar graph in Excel of student assessment results, which includes all students in the class. To protect the privacy of student information, teachers will assign each student an identification number, known only to the teacher and the student's family. To further support teachers' efforts to help families understand bar graphs and interpret data, APTT facilitators may provide ongoing technical assistance as needed.

4. Definitions Regarding Shared Data

- A. "Data," as used in this MOU, shall mean and refer to (1) classroom-level student progress assessment data and district-level standardized assessment data that teachers will de-identify and share with families to increase their knowledge of and comfort level with academic measures of success, and (2) teacher, administrator, and family data from surveys, classroom observations of APTT meetings, and focus groups to assess (a) the extent to which participants (teachers, administrators, and families) increase their capacity to support family engagement and (b) the effectiveness of APTT implementation.
- B. "Personally Identifiable Information" or "PII," as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- C. "De-identified Data," as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.
- D. "Non-Financial" as used in this MOU, Non-Financial shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (e.g. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- E. "Educational Records," as used in this MOU are official records, files and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)
- F. "Provider" as used in this MOU shall mean a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

5. Confidentiality

- A. WestEd agrees to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
- a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception (choose one only):
- i. School Official Exception [34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii).] – WestEd is considered a “school official” by Fort Worth Independent School District and: is performing a service or function for which the organization would otherwise use its employees; is under the direct control of the school with respect to the use and maintenance of education records; and complies with the PII from education records use and redisclosure requirements
- B. WestEd will limit internal access to PII to individuals working on the Project with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).
- C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Project. PII will only be used for the purposes of the Project.
- D. Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but WestEd may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. WestEd may share such information with the other Party’s partners who have executed a written confidentiality agreement with the other Party agreeing not to share or disseminate such information provided by the other Party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with.
- E. If WestEd publishes any reports or other publications created with the use of Data, WestEd will not include information that could lead to the identification of any individual whose information is included in the Data. WestEd agrees to provide to Partner any proposed publications or presentations, which are to make public any findings, data, or results for Partner’s review, comment, and approval at least fourteen (14) days prior to submission of a manuscript, or abstract for publication, or the date of the presentation. Lack of response by Partner to WestEd by the proposed publication date will be considered approval of the publication as presented. If there are no changes to the data presented, only changes to the layout and design of the publication, then the fourteen (14) day approval is waived.

6. Data Handling, and Storage

- A. WestEd may come into contact with Data during performance of the Project, and the Parties agree that no Data shall be accessed or stored on any and all WestEd devices. All computers used to upload, analyze, or store Data containing PII will be encrypted and password-protected.
- B. Educational Records shared by Partner are and shall continue to be Partner's property.

7. Data Sharing

- A. WestEd will ensure that all persons and entities, including employees, contractors, and consultants who will have access to student-level data or PII to first enter into an agreement with WestEd that includes security and confidentiality terms no less stringent than those included in this MOU.

8. WestEd's Responsibilities

- A. WestEd will provide an initial two-day training for teachers and administrators participating in the project, including front office staff.
- B. WestEd will provide three rounds of grade level teacher planning support for all implementing grades.
- C. WestEd will provide three rounds of observations and debrief sessions to each school.
- D. WestEd will provide planning and technical assistance with the school principals, APTT teacher leaders, and instructional coaches as well as planning support to the school leadership teams for the end of the year Family Focus Group.
- E. WestEd will support teachers in creating a bar graph in Excel of student assessment results, which includes all students in the class. To protect the privacy of student information, teachers will assign each student an identification number, known only to the teacher and the student's family.
- F. WestEd may provide ongoing technical assistance as needed to further support teachers' efforts to help families understand bar graphs and interpret data.
- G. WestEd will designate a liaison to facilitate communications between WestEd and Partner for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this project is:

Maria Paredes
WestEd
730 Harrison Street
San Francisco, CA 94107
mparede@wested.org

9. Partner Responsibilities:

- A. Partner will have school and district leaders participate in professional learning and APTT classroom observations and debrief session.
- B. Partner will calendar all meeting dates and arrange related logistics for each meeting with WestEd staff and prepare all internal communications.

- C. Partner will complete agreed-upon pre-planning activities to support and inform consultation/planning meetings with WestEd staff.
- D. Partner will complete all follow-up activities that are determined as a result of each consultation/planning session.
- E. Partner will handle and store all Data and will work with WestEd to ensure de-identification of data and compliance of the MOU.
- F. Partner shall designate a liaison to facilitate communications between Partner and WestEd for coordinating the activities necessary to carry out this MOU. Partner's contact person for this project is:

Arista Owens-McGowan
Fort Worth Independent School District
100 N. University
Fort Worth, TX 76107
arista.owens-mcgowan@fwisd.org

10. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to conflict of law principles.
- B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both Parties.
- C. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- E. Limitation of liability. Each Party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.
- F. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.
- G. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.

H. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, mediation, or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that they will first attempt to resolve any Dispute through mediation.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

I. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to:

WestEd, also be delivered to:

Virgilio Tinio
WestEd
730 Harrison Street
San Francisco, CA 94107
contracts@wested.org

Fort Worth ISD, also be delivered to:

Attn: General Counsel
Office of Legal Services
100 N. University Dr
Fort Worth, TX 7107

J. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the Parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

AM
10/15/2020

WestEd

By: _____

Name: _____

Title: _____

Virgilio F. Tinio

Virgilio F. Tinio, Jr.

Director of Contracts and Grants

Fort Worth Independent School District

By: _____

Name: _____

Title: _____

Date: _____

DS
10/16/2020

Date: Aug 7, 2020

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR CITY PROVIDED AFTER-SCHOOL SERVICES AT THE LEADERSHIP ACADEMY AT COMO ELEMENTARY FOR SCHOOL YEAR 2020-2021

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. To establish the City as a program provider at Leadership Academy at Como Elementary School, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. Funds for these services have been budgeted, committed and approved at the May 26, 2020 Board Meeting. Copies of the agreement are attached. This is a renewal of the agreement.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at the Leadership Academy at Como Elementary for School Year 2020-2021
2. Decline to Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at the Leadership Academy at Como Elementary School for School Year 2020-2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at the Leadership Academy at Como Elementary for School Year 2020-2021

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not applicable

VENDOR:

City of Fort Worth - Neighborhood Services

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Leadership Academy at Como Elementary

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after-school program and services to students at Como ES for the 2020-2021 school year.

INFORMATION SOURCE:

David Saenz

INTERLOCAL AGREEMENT BETWEEN
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas ("City"), and the Board of Trustees of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas ("FWISD").

WHEREAS, this Agreement is made under the authority granted to the City and the FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 to 6:00 PM are of prime importance;

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees by consensus agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities;

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being City Secretary Contract No. 53364 approved by the Fort Worth City Council on August 27, 2019 as Mayor and Council Communication M&C 19-0076 (the "Coordinating Board Agreement");

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2020-2021 school year;

WHEREAS, for several years, the Coordinating Board, pursuant to its powers and the terms of the Coordinating Board Agreement, has designated the City, through its Neighborhood Services Department, to provide the after-school program at Como Elementary School;

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2020-2021 school year.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the City, acting by and through its duly authorized Assistant City Manager, and FWISD, acting by and through its duly authorized superintendent, do hereby covenant and agree as follows:

Pursuant to the designation by the Coordinating Board under the Coordinating Board Agreement, the City and FWISD agree that:

1. SCOPE OF SERVICES. The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2020-2021 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.

2. GOALS AND MISSION STATEMENT. The mission of the After-School Program at Como Elementary School shall be: "To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children."

(a) Goals of the After-School Program shall include, at a minimum:

- i. To provide homework assistance, tutorial, and relevant educational programs;
- ii. To improve the awareness of the importance of learning;
- iii. To reduce the level of truancy;
- iv. To address the students' physical needs;
- v. To provide activities that promote social development;
- vi. To reduce juvenile arrests; and
- vii. To reduce juvenile victims of crimes during the target hours.

(b) Operational Imperatives are:

- i. To establish program goals and objectives that are measurable and result in desired outcomes through a scientific evaluation process;
- ii. To ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement; and
- iii. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

3. FUNDING.

(a) FWISD agrees to pay the City up to **One Hundred Forty-Nine Thousand, Eight Hundred Seventy-Eight Dollars and 00/100 (\$149,878.00)** to fund the operation of the After-School Program at Como Elementary School. The allocations by funding source are from the Fort Worth After-School Full Service Provider General Fund in the amount of \$39,508.00, and from the Rainwater Charitable Foundation in the amount of \$110,370.00. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

(b) To receive funds under this Agreement, the City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.

(c) Pursuant to Section 791.011 of the Interlocal Cooperation Act, each party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

4. TERM. The term of this Agreement is for a one-year period, effective beginning on July 1, 2020, and ending on June 30, 2021 and shall cover the entire 2020-2021 school year.

5. NON-APPROPRIATION OF FUNDS. If, for any reason, at any time during any term of this Agreement, FWISD fails to appropriate funds sufficient for FWISD to fulfill its obligations under this Agreement, FWISD may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by FWISD to the City of written notice of FWISD's intention to terminate; or (ii) the last date for which funding has been appropriated by FWISD Board for the purposes set forth in this Agreement.

6. TERMINATION OF AGREEMENT.

(a) If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

(b) This Agreement may be terminated by either party, in whole or in part, at any time with or without a reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination.

7. NOTICES. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

If to City:

Fernando Costa
Assistant City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102
(817) 392-8180

If to FWISD:

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107
(817) 871-2000

With a copy to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

With a copy to:

General Counsel's Office
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107

8. INDEPENDENT CONTRACTOR. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the FWISD. City shall have exclusive control of and the exclusive right to control the work designated to the City to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondent superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. NONDISCRIMINATION.

(a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD or the City permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

10. SEVERABILITY. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, a federal or state agency, or a board or a commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

11. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

12. NOTICE OF CLAIMS. FWISD and City agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages related to this Agreement. FWISD and City agree to make their respective officers, agents, servants, and employees available at all reasonable times or any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.

13. EFFECT ON THIRD PARTIES.

(a) Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative

defense, which may be asserted by FWISD or the City as to any claim of any third party.

(b) Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

14. INSURANCE. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. City will provide a letter of self-insured status as requested by FWISD.

15. FORCE MAJEURE. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

16. APPLICABLE LAW AND VENUE.

(a) This contract shall be construed in accordance with the laws of the State of Texas.

(b) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District of Texas - Fort Worth Division.

17. HEADINGS. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. ENTIRE AGREEMENT. This written instrument constitutes the entire understanding of the parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

19. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties here have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this ____ day of _____ 2020.

CITY OF FORT WORTH

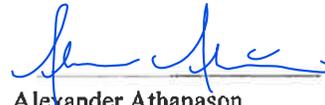
FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Fernando Costa
Assistant City Manager

By: _____
Dr. Kent Paredes Scribner
Superintendent

APPROVED AS TO FORM AND LEGALITY:

Taylor Paris
Assistant City Attorney


Alexander Athanason
Attorney, Representing Fort Worth ISD

ATTEST:

Mary J. Kayser
City Secretary

Anael Luebanos
Secretary, Board of Education

CONTRACT AUTHORIZATION:
M&C: 20-0523
Date: August 11, 2020

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR CITY PROVIDED AFTER-SCHOOL SERVICES AT DE ZAVALA ELEMENTARY, GREENBRIAR ELEMENTARY AND DAGGETT MIDDLE SCHOOL FOR SCHOOL YEAR 2020-2021

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through the Fort Worth After School program. To establish the City as a program provider at De Zavala Elementary, Greenbriar Elementary and Daggett Middle School, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. Funds for these services have been budgeted, committed and approved at the May 26, 2020 Board Meeting. This is a renewal of the agreement.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at De Zavala Elementary, Greenbriar Elementary and Daggett Middle School for School Year 2020-2021
2. Decline to Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at De Zavala Elementary, Greenbriar Elementary and Daggett Middle School for School Year 2020-2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District for City Provided After-School Services at De Zavala Elementary, Greenbriar Elementary and Daggett Middle School for School Year 2020-2021

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

City of Fort Worth – Park and Recreation

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

De Zavala Elementary
Greenbriar Elementary
Daggett Middle School

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after-school program and services to students at De Zavala Elementary, Greenbriar Elementary and Daggett Middle School for the 2020-2021 school year.

INFORMATION SOURCE:

Raúl Peña

**THIRD RENEWAL OF CITY SECRETARY CONTRACT NO. 49878
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT
WORTH**

THIS THIRD RENEWAL OF CITY SECRETARY CONTRACT NUMBER 49878 (“Third Renewal”) is made and entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative.

WHEREAS, on August 1, 2017, City and FWISD entered into an Agreement, City Secretary Contract No. 49878 (“Agreement”) which was approved by the City Council on September 19, 2017 through M&C: C-28384; and

WHEREAS, the Agreement provides that the term may be renewed for five additional one-year periods; and

WHEREAS, on October 23, 2018, the Agreement was renewed and extended for an additional one-year period, expiring July 31, 2019; and

WHEREAS, on August 1, 2019 the Agreement was renewed and extended for an additional one-year period, expiring on July 31, 2020 and was amended to include afterschool programming at a third location, Daggett Middle School; and

WHEREAS, the parties wish to continue their relationship by exercising the third renewal option.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the FWISD do mutually covenant and agree to renew and extend the Interlocal Agreement as follows:

I.

The City and FWISD hereby agree to renew and extend the Agreement for an additional one-year period, effective beginning on August, 1, 2020 and expiring on July 31, 2021. The parties agree that, since July 31, 2020, they have been operating under the terms of the Agreement as if it were in full force and effect.

II.

All terms and conditions of the Agreement that are not expressly amended pursuant to this Third Renewal shall remain in full force and effect.

III.

All terms in this Third Renewal that are capitalized but not defined shall have the meanings assigned to them in the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal in multiples in Fort Worth, Tarrant County, Texas, this _____ day of _____, 2020.

CITY OF FORT WORTH

By: _____
Valerie Washington
Assistant City Manager

Recommended by:

Richard Zavala, Director
Park & Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Matthew Murray
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary

M&C: None Required
Form 1295: N/A

Approved by:

Sandra Youngblood, Assistant Director
Park & Recreation Department

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kent Paredes Scribner
Superintendent

FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION

Anael Leubanos, Secretary

FORT WORTH INDEPENDENT SCHOOL DISTRICT



Alexander Athanason
Staff Attorney

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Sandra Medina, Program Coordinator
Park & Recreation

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR AFTER-SCHOOL SERVICES FOR SCHOOL YEAR 2020-2021

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. An Interlocal Agreement that outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2020-2021 school year is attached. City Council has authorized its duly authorized representative, Jesus Chapa, Assistant City Manager, to execute the agreement for the City. Funds for these services have been budgeted, committed and approved at the May 26, 2020 Board Meeting. This is a renewal agreement.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District After-School Services for School Year 2020-2021
2. Decline to Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District After-School Services for School Year 2020-2021
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement Between City of Fort Worth and Fort Worth Independent School District After-School Services for School Year 2020-2021

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

City of Fort Worth

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After-School

RATIONALE:

The Interlocal Agreement constitutes the District's and the City's collaboration to provide after-school programs and services to Fort Worth students for the 2020-2021 school year.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington
David Saenz

INTERLOCAL AGREEMENT
BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT
WORTH
FISCAL YEAR 2021

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, (“City”) acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted independent school district hereinafter referred to as (“District”), acting by and through Dr. Kent P. Scribner, Superintendent, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in City during Fiscal Year 2021 to meet one or more of the Crime Control and Prevention District (“CCPD”) goals, which are (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs; (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods; and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance; and

WHEREAS, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

WHEREAS, District proposes to continue the Fort Worth After School Program (FWAS) in conjunction with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT DOCUMENTS

The Agreement documents shall include the following:

1. This Interlocal Agreement for the Fort Worth After School (FWAS)
2. Exhibit A – Scope of Work and Project Plan
3. Exhibit B – Budget Narrative Spreadsheet

4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Project Plan Status Report
6. Exhibit E – Quarterly Outcomes Report
7. Exhibit F – Request for Budget Modification Form
8. Exhibit G – Corrective Action Plan Template
9. Exhibit H – Previous Year’s Corrective Action Plan (*if applicable*)

Exhibits “A” through “H”, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A through F and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement control.

DEFINITIONS

The term “City” shall include City, and its officers, agents, employees, and representatives.

The term “District” shall include District, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

The term “Party” shall refer to either City or District.

The term “Parties” shall refer to both City and District.

1. AGREEMENT

1.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Scope of Work and Project Plan. District shall be responsible for the day-to-day administration of the Fort Worth After School (FWAS). District agrees to spend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”, attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both parties agree that:

- A. A coordinating board shall continue to oversee the implementation and operation of the After-School Program. The coordinating board shall consist of thirteen (13) positions. Members of the Board shall serve no more than two (2) terms of three (3) years each, however, positions with asterisks (*) are permanent board members and will not be affected by the term limit rule. Community members will be selected by the coordinating board.

District – Four Positions

1. Representative of the Superintendent, District *
2. Director, Student Discipline and Placement *
3. Executive Director, Leadership *
4. Executive Director, Art Education or Instructional Music or Athletics

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth *
6. Chief of Police, City of Fort Worth or designated representative *
7. Director, Parks and Community Services, City of Fort Worth *
8. Representative of the City of Fort Worth Library Department

Community Members – Five Positions

9. President, Safe City Commission *
10. Director or Assistant Director, Tarrant County Juvenile Services *
11. At-Large Community Member
12. At-Large Community Member
13. At-Large Community Member

At-Large Community members shall have experience that includes one or more of the following categories:

- Fort Worth Council of PTAs
- District Advisory Board
- Child Care Management System (CCMS)
- United Way of Metropolitan Tarrant County
- Legal Professions
- Financial Professions
- Health and Wellness Professions
- Marketing/Media Professions
- Foundations or Philanthropy
- Evaluation

The Coordinating Board shall have the following responsibilities:

1. Approve program-wide scope, goals, and objectives;
2. Approve site selection process;
3. Select sites based on selection criteria
4. Evaluate reported results from campus programs;
5. Evaluate funding needs; and
6. Recommend future direction and standards

B. The District shall be responsible for day-to-day administration of the FWAS Program and will, at a minimum, employ a Director and two (2) Program Coordinators.

C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or site-based management team provided it includes the principal and representatives of the community, faculty, and student body.

D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall provide an overview and feedback on existing programs and recommendations for improvement.

E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

2. ADMINISTRATION AND RECORDS/REPORTS

A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children.

1. The associated program goals, performance measures, and activities are listed in Exhibit A.
2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

B. CITY will:

1. Ensure the implementation of the goals of the After-School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Subject to availability and appropriation, provide funding for program pursuant to the amounts identified in Exhibit B.
7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.

C. DISTRICT will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate District students for referral and program participation.
4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in program.
6. Provide appropriate student orientation.

7. Provide access to necessary use of facilities that are conducive for program activities daily, including use of a telephone.
8. Provide regular program updates to respective Site-Based Management Teams.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure safety of students After-School.
13. Provide internal and external evaluation services.
14. Select third-party After-School Program Service Providers. District shall provide the name of each After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that all approved After-School Program Service Providers are in full compliance with this Agreement.

3. RECORDS AND TRAINING

A. Records to be submitted to CITY by DISTRICT:

1. The District shall annually submit:
 - a. A list of participating schools. The list shall include a contact person for each campus, a telephone number, and e-mail address;
 - b. Current school year calendar;
 - c. Discipline Policy;
 - d. Staff Training Schedule;
 - e. Student Enrollment Procedure;
 - f. Student Recruitment Procedure; and
 - g. Lesson plans, to include planned annual/monthly schedule of activities.
2. The District shall submit monthly:
 - a. Monthly Project Plan Status Report, showing success in meeting goals and measurements as outlined in Exhibit A – Project Plan.
 - b. Attendance records shall be taken daily and submitted monthly and shall include:
 - 1) Number of students registered or enrolled; and
 - 2) Participation – average daily attendance.
 - c. Coordinating Board meeting schedule and minutes.

B. Records to be maintained on site:

1. Participant registration;
2. Parental consent forms;

3. Written Safety Policy and Procedures;
4. Disciplinary actions; and
5. Staff training records.

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-Program
2. Mid-Year
3. Post program

4. Responsibilities of District

4.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit "A" – Project Plan, attached, and incorporated herein for all purposes incident to this Agreement. District shall be responsible for day-to-day administration of the Fort Worth After School Program. District agrees to expend the Program Funds in accordance with its Fort Worth After School Program budget, described in Exhibit "B", attached. Program activities shall be reported in accordance with Exhibit "D", attached, and quarterly outcomes shall be reported in accordance with Exhibit "E", attached.

4.2 District shall be responsible for the enforcement of these responsibilities on any After School Program Service Providers that are selected by the District. The District shall include the same Project Plan Status Reports and Quarterly Outcomes Reports in any After School Program Service Providers Contracts that District enters into associated with the funds provided through this Agreement. The City will be provided with copies of all executed agreements between the District and any After School Program Service Providers within five (5) days of their execution.

5. Program Funds

5.1 In no event shall the total distribution from City made to the District during the Term of this Agreement exceed the total sum of \$1,495,000.00 ("Program Funds").

5.2 Payment of the Program Funds from City to District shall be made on a cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR), as described in Exhibit "C" along with copies of all receipts and other supporting documentation. District shall deliver to City a written detailed Project Plan Status Report and Quarterly Outcomes Report as described in Section 7.2 below with each RFR to support expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District. The RFR and Project Plan Status Report shall be submitted to City no later than the 15th day following the end of the month. Submittal of a monthly RFR Project Plan Status Report and Quarterly Outcomes Report is required even if services are not provided.

Each monthly RFR should be sequentially numbered and include expense documentation that is legible, detailed, clear and concise. The submitted RFR shall include monthly and quarterly reports as applicable. Submissions must be scanned and submitted to the Grants and Program Management

Section of the Fort Worth Police Department. Submissions should be titled "Fort Worth Independent School District RFR Month" and sent either via email to CPD_Grants@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115**. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Project Plan Status Report from the District. Additionally, a Quarterly Outcomes Report is required as described in section 4.2 and must be approved prior to reimbursements. Reimbursements shall be made within 30 days of receipt of said documents. Incomplete or incorrect submissions shall be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

5.3 District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, District must submit the Request for Budget Modification Form (Exhibit "F") to City, with the monthly RFR, during the month the modification took place. The request must include justification for modification to the budget, and the new modified budget cannot exceed the total amount of Program Funds.

5.4 Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be submitted, and request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.5 Any modifications to zero line-items in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be completed and approved by City before money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.6 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or equipment that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District's policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

5.7 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit "B" of this Agreement or an approved budget modification form.

5.8 The District will be responsible for imposing the same program funding requirements as

listed in Section 5 of this Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs and will report any Budget Modifications that an After-School Program Service Provider makes to the City.

5.9 Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versus. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 2.3, 2.4. and 2.5.

5.10 Request for Budget Modification Form (Exhibit "F") shall be submitted via either email to CPD_Grants@fortworthtexas.gov or to the Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex at 505 W. Felix St., Fort Worth, Texas, 76115.

6. Term

This Agreement shall commence upon October 1, 2020 ("Effective Date"), and shall end on September 30, 2021 ("End Date"). All of District's expenditures under this Agreement must be completed no later than September 30, 2021. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been received by the District.

7. Program Performance

7.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit "A."

7.2 District agrees to provide a monthly Project Plan Status and Quarterly Outcomes Report to document the performance of the work described in Exhibit "D" and Exhibit "E," respectively. The Project Plan Status and Quarterly Outcomes Report shall document the program activity names, numbers of participants attending, details of the activities, and a description of the goals achieved in support of the CCPD goals. Quarterly Outcomes Report shall be reported on a quarterly basis and included in the January, April, July, and October RFR and Project Plan Status Report submittals. Additionally, the Quarterly Outcomes Report must include descriptions of any realized successes, and zip code data for unduplicated participants. The monthly Project Plan Status and Quarterly Outcomes Report shall be submitted to City no later than the 15th day after the end of each month.

7.3 District agrees that the monthly Request for Reimbursement and Project Plan Status and Quarterly Outcomes Report will be submitted to City no later than the 15th day after the end of each month. Should District not be able to meet these requirements in a given month, the District shall provide written notification prior to the deadline that details the expected date of submission. If no notification is received before the 15th day, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding.

7.4 District agrees to complete a Corrective Action Plan ("CAP") in the event of three (3)

consecutive months or six (6) non-consecutive months with incomplete or incorrect submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report. District agrees to complete a Corrective Action Plan for recurring late submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report, or for failing to take corrective actions and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the District will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit "G".

7.5 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

8. Default and Termination

8.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. In the event that funds from the CCPD are not received in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

8.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 8.3.

8.3 Termination will be effected by delivering to District written notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District's receipt of notice of termination, District shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for completion of the work not terminated.

8.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District's remedy shall be reinstatement of this Agreement, and reimbursement for any amount, due under the Agreement. District expressly waives any and all rights to monetary damages, including but not limited to actual, consequential, and punitive damages, court costs, and attorney's fees.

8.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

9. Equipment and Maintenance

All equipment purchased with Program Funds must meet all eligibility requirements of the City. District shall maintain all equipment used in the administration and execution of Fort Worth After School (FWAS). District shall maintain, replace, or repair any item of equipment used in support of the Fort Worth After School (FWAS), or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement or repair of any equipment used in support of Fort Worth After School (FWAS) and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of Fort Worth After School (FWAS). Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Grants and Program Management Section at the address set forth in paragraph 2.2 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

10. Administrative Requirements

10.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit at any time any and all such records relating to operations of District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon demand by City, shall make such records readily available for investigation, examination, and audit. In the event of such audit by City, a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third-party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If funding recipient is already obtaining a general audit of its financial matters by independent third-party, that audit may be used to satisfy this requirement so long as it specifically includes separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

10.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved

within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future agreement(s) with District.

10.3 If, as a result of any audit, it is determined that District misused, misapplied or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty, or other charge levied against City because of such misuse, misapplication or misappropriation.

10.4 District's obligation to City shall not end until all closeout requirements are completed. The closeout requirements shall include, but are not limited to: providing final Project Plan Status Report and Quarterly Outcomes Report, making final payments, and disposing of Fort Worth After School (FWAS) assets as appropriate, if deemed required by the City in its sole discretion.

10.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement, and work to be performed by District under this Agreement and City shall have access at all reasonable hours to offices and records of District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring.

10.6 Throughout the term of this Agreement and for up to three⁽⁵⁾ months after its expiration, the City may periodically request, and the District will be required to provide, information for the purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding. Requested information will consist solely of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

10.7 If the District maintains the information the City is requesting, the District shall provide the requested information to the City within⁽³⁰⁾ days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District shall begin collecting such information as of that date, shall provide an initial response regarding that information within sixty⁽⁶⁰⁾ days, and shall thereafter update that information on request.

10.8 If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

Section 10 shall survive the expiration or termination of this Agreement.

11. Independent Contractor

11.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing

same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of respondent superior shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of District, and any program participants hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

11.2 City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed, or in any way damaged.

12. Liability and Indemnification

To the extent allowed by law, each of the parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 12, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

Section 12 shall survive the expiration or termination of this Agreement.

13. Non-Assignment

No assignment or delegation of duties under this Agreement by District shall be effective without City's prior written approval.

14. Prohibition Against Interest

14.1 No member, officer, or employee of the City, or its designees or agents; no member of the governing body of the locality in which the Fort Worth After School (FWAS) is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Fort Worth After School (FWAS) during his tenure or for one year thereafter,

shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all District and subcontracts hereunder.

14.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by City of Fort Worth.

15. Nondiscrimination

15.1 In accordance with the federal, state, and local laws and ordinances, District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory or ordinance exception.

15.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

16. Compliance

16.1 District, its officers, members, agents, employees, program participants, and subcontractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. If City calls to the attention of District in writing to any such violation on the part of District or any of its officers, members, agents, employees, subcontractors or program participants, then District shall immediately desist from and correct such violation.

16.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City calls the attention of District in writing to any such violations on the part of District or any of its officers, members, agents, employees, program participants or subcontractors, then District shall immediately desist from and correct such violation.

17. Waiver of Immunity

The parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or

otherwise with respect to any action based on or occurring as a result of this Agreement.

18. Insurance Requirement

18.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis OR split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident and \$100,000 Property Damage.
- (d) Any other insurance the City may reasonably require to protect the interest of the City.

18.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to the satisfaction of the City's Risk Manager.

18.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

18.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

19. Miscellaneous Provisions

19.1 The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or Federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

19.2 City's failure to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely upon any such term or right on any future occasion.

19.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution,

performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

19.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

19.5 This written instrument and the exhibits attached hereto constitute the entire agreement between the parties concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each Party.

19.6 All notices required or permitted by this Agreement must be in writing and deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: Jesus Chapa, Assistant City Manager
City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

Copies To: Contract Compliance Specialist
Financial Management Division
Bob Bolen Public Safety Complex
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
Attn: Police Contracts
200 Texas Street
Fort Worth, TX 76102

DISTRICT: Kent P. Scribner Superintendent
Fort Worth Independent School District
2901 Shotts St.
Fort Worth, TX, 76107

Copies To: Office of Legal Services
100 N. University Dr.
Fort Worth, TX 76107

19.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

19.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19.9 District is required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be in compliance with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. District will be responsible for conducting criminal background screening and maintaining appropriate records, which will be subject to review by the City.

19.10 The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

19.11 The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

19.12 District shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District employee who is not legally eligible to perform such services. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this _____ day of _____, 20__.

APPROVED AND AGREED FOR CITY OF FORT WORTH

Jesus J. Chapa
Assistant City Manager

APPROVAL RECOMMENDED

Edwin Kraus
Chief of Police

APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH

Thomas R. Hansen
Assistant City Attorney

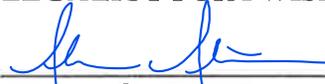
Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Keith Morris
Grants Manager

APPROVED AND AGREED FOR FWISD

Kent P. Scribner
Superintendent
Date: _____

APPROVED AS TO FORM AND LEGALITY FOR FWISD



Attorney for FWISD

Date: 10/20/2020

ATTEST

Mary J. Kayser
City Secretary

Date: _____

M&C No. **20-0628**
1295 CERTIFICATION: N/A

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE COOPERATIVE AGREEMENT BETWEEN U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES OFFICE ON TRAFFICKING IN PERSONS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

In July 2020, the District applied for the U.S. Department of Health and Human Services Administration’s Human Trafficking Youth Prevention Grant. In October, Fort Worth Independent School District (FWISD) was one of eight school districts in the nation to receive funding. Because there are 40 million victims of modern-day slavery worldwide – and roughly 79,000 youth and minor victims of sex trafficking in the state of Texas at any given time – the District will collaborate with: Non-Governmental Organizations Unbound Fort Worth and 3Strands Global Foundation, and the Fort Worth, Haltom City, Benbrook, Westworth Village, and Forest Hill Police Departments. The purpose is to train and educate teachers, district staff, and students on the prevention of human trafficking and to design policies and procedures to protect students and ensure their welfare and safety.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and the Fort Worth Independent School District
2. Decline to Approve Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and the Fort Worth Independent School District
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and the Fort Worth Independent School District

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

Student Support Services, Counseling Services, Classified Learning, All campuses

RATIONALE:

As of September 1, 2019, Texas Education Code 28.017 mandated all schools are required by law to provide human trafficking prevention education for students, parents, and staff. This mandate is unfunded. The three-year, \$1.8M, Human Trafficking Youth Prevention Education Demonstration Grant, which was awarded to FWISD in October provides funding to train teachers, staff, and students using the PROTECT program, a nationally recognized curriculum for human trafficking prevention education and to develop a Human Trafficking School Safety Protocol, a standard

reporting protocol for teachers and students who suspect human trafficking, developed in conjunction with each of the five local police jurisdictions that contain a FWISD campus.

INFORMATION SOURCE:

Michael Ball

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACF/OTIP - Office of Discretionary Grants Office	2. ASSISTANCE TYPE: Coop Agreement	3. AWARD NO.: 90TV0044-01-00	3a. AMEND. NO.: 0
--	--	--	-----------------------------

4. FAIN: 90TV0044

5. TYPE OF AWARD: Other	6. TYPE OF ACTION: New	7. AWARD AUTHORITY: SEC 101(a)(2)(B)
-----------------------------------	----------------------------------	--

8. BUDGET PERIOD: 09/30/2020 THRU 09/29/2021	9. PROJECT PERIOD: 09/30/2020 THRU 09/29/2023	10. CFDA NO.: 93.327 - Demonstration Grants for Domestic Victims of Severe Forms of Human Trafficking
--	---	---

11. RECIPIENT ORGANIZATION: Fort Worth Independent School District 100 N University Dr SW 204 Fort Worth, TX 76107-1360 Grantee Authorizing Official: Michael Ball , Chief Financial Officer	12. PROJECT / PROGRAM TITLE: Fort Worth ISD Human Trafficking Youth Prevention Education
--	--

13. COUNTY: Tarrant	14. CONGR. DIST.: 12	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Mirgilt Crespo Senior Officer
-------------------------------	--------------------------------	--

16. APPROVED BUDGET:		17. AWARD COMPUTATION:	
Personnel.....	\$ 164,000.00	A. NON-FEDERAL SHARE.....	\$ 0.00 0%
Fringe Benefits.....	\$ 26,240.00	B. FEDERAL SHARE.....	\$ 600,000.00 100%
Travel.....	\$ 10,000.00	18. FEDERAL SHARE COMPUTATION:	
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 600,000.00
Supplies.....	\$ 7,000.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 0.00
Contractual.....	\$ 246,191.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...	\$ 0.00
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:	
Other.....	\$ 123,726.00		\$ 600,000.00
Direct Costs.....	\$ 577,157.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:	
Indirect Costs.....	\$ 22,843.00		\$ 600,000.00
In Kind Contributions.....	\$ 0.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:	
Total Approved Budget.....	\$ 600,000.00	Additional Costs	
		22. APPLICANT EIN:	23. PAYEE EIN:
		756001613	1756001613A1
		24. OBJECT CLASS:	
		41.51	

25. FINANCIAL INFORMATION:				DUNS	073177776
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG. NONFED %
	90TV004401	75-20-1503	0-G99USQ4	\$600,000.00	

26. REMARKS: (Continued on separate sheets)

See next page

27. SIGNATURE - ACF GRANTS OFFICER Mr. David Lee 330 C Street, SW null Washington, DC 20201-null Phone: 202-401-5461	ISSUE DATE: 09/21/2020	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Mrs. Zuheil Diaz 09/15/2020
--	----------------------------------	--

29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Katherine Chon -	DATE: 09/17/2020
--	----------------------------

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACF/OTIP - Office of Discretionary Grants Office		2. ASSISTANCE TYPE: Coop Agreement	3. AWARD NO.: 90TV0044-01-00	3a. AMEND. NO.: 0
4. FAIN: 90TV0044				
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: SEC 101(a)(2)(B)	
8. BUDGET PERIOD: 09/30/2020 THRU 09/29/2021	9. PROJECT PERIOD: 09/30/2020 THRU 09/29/2023	10. CFDA NO.: 93.327 - Demonstration Grants for Domestic Victims of Severe Forms of Human Trafficking		
11. RECIPIENT ORGANIZATION: Fort Worth Independent School District				

26. REMARKS: (Continued from previous page)

COOPERATIVE AGREEMENT

Within five (5) days upon receipt of the Cooperative Agreement (attached), grantee must sign and return the Cooperative Agreement to ACF through GrantSolutions.gov using "Grant Notes".

Calculation of Indirect Costs based on approved Cost Allocation Plan.

Costs moved to 'Other' category: \$6,000 TBRI Practitioner Training, \$10,726 Marketing Materials, \$35,000 Marketing Giveaways, and \$10,000 Public Signage.

Questions concerning the programmatic aspects of the grant should be directed to Flavia Keenan-Guerra via email Flavia.Keenan-Guerra@acf.hhs.gov or call (202) 401-9303. Questions concerning the financial aspects of the grant should be directed to Trang Le via email to trang.le@acf.hhs.gov or call 202-690-7053.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACF/OTIP - Office of Discretionary Grants Office		2. ASSISTANCE TYPE: Coop Agreement	3. AWARD NO.: 90TV0044-01-00	3a. AMEND. NO.: 0
4. FAIN: 90TV0044				
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: SEC 101(a)(2)(B)	
8. BUDGET PERIOD: 09/30/2020 THRU 09/29/2021	9. PROJECT PERIOD: 09/30/2020 THRU 09/29/2023	10. CFDA NO.: 93.327 - Demonstration Grants for Domestic Victims of Severe Forms of Human Trafficking		
11. RECIPIENT ORGANIZATION: Fort Worth Independent School District				

STANDARD TERMS

1. Standard Terms and Conditions

Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html> of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS.

This award is subject to requirements or limitations in any applicable Appropriations Act.

This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children for Children and Families
U.S. Department of Health and Human Services
Office of Grants Management
ATTN: Grants Management Specialist
330 C Street, SW., Switzer Building
Corridor 3200
Washington, DC 20201

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACF/OTIP - Office of Discretionary Grants Office		2. ASSISTANCE TYPE: Coop Agreement	3. AWARD NO.: 90TV0044-01-00	3a. AMEND. NO.: 0
4. FAIN: 90TV0044				
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: SEC 101(a)(2)(B)	
8. BUDGET PERIOD: 09/30/2020 THRU 09/29/2021	9. PROJECT PERIOD: 09/30/2020 THRU 09/29/2023	10. CFDA NO.: 93.327 - Demonstration Grants for Domestic Victims of Severe Forms of Human Trafficking		
11. RECIPIENT ORGANIZATION: Fort Worth Independent School District				

Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87.
This grant is subject to the requirements as set forth in 45 CFR Part 75.
Attached are terms and conditions, reporting requirements, and payment instructions.
Initial expenditure of funds by the grantee constitutes acceptance of this award.

As a condition of this award, the non-Federal recipient of this grant is required to adhere to the Flores v. Reno Settlement Agreement, applicable regulations and statutes, and the ORR/UC Policy Guide.

This award is also subject to the provisions of the Service Contract Act, Code of Federal Regulations (CFR) Title 29.

AWARD ATTACHMENTS

Fort Worth Independent School District

90TV0044-01-00

1. Cooperative Agreement 90TV0044
2. Award Attachments

COOPERATIVE AGREEMENT

BETWEEN

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS),
ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF),
OFFICE ON TRAFFICKING IN PERSONS (OTIP)**

AND

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
GRANT NO. 90TV0044**

**HUMAN TRAFFICKING YOUTH PREVENTION EDUCATION (HTYPE)
DEMONSTRATION GRANTS**

SECTION I: Background

The United States Congress enacted the Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act of 2018 (Public Law 115-425), which contains several provisions that improve the federal government's authority to combat human trafficking. The act authorized the U.S. Department of Health and Human Services (HHS), in consultation with the U.S. Departments of Education and Labor, to award grants to Local Education Agencies (LEAs) to establish and expand programs to teach educators and other staff to recognize and respond to signs of labor and sex trafficking and to provide age-appropriate information to students on how to avoid being victimized.

Pursuant to the Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act of 2018, on May 18, 2020, ACF published a Funding Opportunity

Announcement (FOA) for the Human Trafficking Youth Prevention Education (HTYPE) Demonstration Grants (HHS-2020-ACF-IOAS-OTIP-TV-1816). Within the FOA, ACF described the conditions under which grants would be issued.

In accordance with the FOA and pursuant to the aforementioned laws, Fort Worth Independent School District, hereinafter called *Grantee*, has submitted an application and was approved for funding to implement an HTYPE Demonstration Program within a geographic area limited to Tarrant County, TX.

Effective herewith, ACF's Office on Trafficking in Persons (ACF OTIP) agrees to make awards in the form of cooperative agreements in accordance with approved annual applications and established project budget amounts and narratives, as well as conduct quarterly reviews of program performance and expenditures for the 3-year project period to support the HTYPE Demonstration Program. The Grantee will implement the program throughout Tarrant County, TX with the nonprofit or NGO partner and other identified subrecipients, if applicable, in other geographic regions under the terms of this agreement and the FOA, consistent with HHS policies and regulations. This Cooperative Agreement, the FOA, the Grantee's application for funding, any pre-award communication clarifying the Grantee's funding proposal, the Notice of Award, and the Terms and Conditions of the grant establish the concepts and responsibilities for implementing the HTYPE Demonstration Program to which the Grantee agrees to adhere.

Continued funding is contingent upon satisfactory performance, the availability of funds, satisfactory resolution of any audit findings, and a determination that continuation is in the best interests of the U.S. Government.

Project Purpose

The central purpose of the HTYPE Demonstration Program is to fund LEAs to develop and implement programs to prevent human trafficking victimization through the provision of skills-based human trafficking training and education for school staff and students. The HTYPE

Demonstration Program will fund LEAs to establish and execute a cohesive strategy, with the support of a partnered nonprofit or nongovernmental organization (NGO), to build the capacity to provide all aspects of human trafficking prevention education to students and school staff.

Program Objectives

Under the HTYPE Demonstration Program, the following activities are required throughout the project period:

1. Provide human trafficking prevention education to educators and other school staff that equips them to identify and respond to students who are experiencing human trafficking or are at high risk, to report concerns in accordance with the Human Trafficking School Safety Protocol (HTSSP), and to respond to student disclosures;
2. Deliver human trafficking prevention education to students that addresses risk factors and is designed to build resilience to labor trafficking and sex trafficking by strengthening students' knowledge and skills, increasing their perception of risk, and encouraging the adoption of healthy behaviors;
3. Train qualified individuals employed by the LEA to implement and replicate project activities throughout the school district or identified target area(s); and
4. Develop and implement an HTSSP in consultation with local law enforcement that facilitates reporting trafficking concerns to the appropriate authorities (e.g., child welfare, law enforcement); notifying parents, guardians, and caregivers, when appropriate; and referring students to supportive, person-centered, trauma-informed, culturally responsive, and linguistically appropriate services.

Guiding Principles

All HTYPE Demonstration Program activities must adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards. Individuals who are at risk for or have experienced trafficking come from a variety of backgrounds, speak different languages, and belong to different cultures. CLAS Standards are comprehensive guidelines that inform and facilitate

practices related to culturally and linguistically appropriate health services. All HTYPE Demonstration Program activities must be aligned with culturally and linguistically appropriate goals, policies, and management accountability, and incorporate them throughout planning and operations. LEAs are expected to ensure that all program activities and materials, including education curricula, are culturally and linguistically appropriate for student and staff populations.

ACF OTIP is encouraging the integration and engagement of survivors of human trafficking in an LEA's project implementation strategy as well as the hiring or selection of qualified professionals who represent the communities they serve to implement proposed project activities. Survivors of human trafficking play an important role in all aspects of the anti-trafficking response and should be provided with paid and/or volunteer opportunities to contribute to proposed program activities. These opportunities should provide professional growth and development for the survivor and not be limited to or heavily rely upon presentations about their victimization experience.

Survivors should have opportunities to contribute to proposed project activities, including, but not limited to:

- Identifying community resources and service providers;
- Developing strategies for project implementation or victim identification;
- Developing and delivering training;
- Developing the HTSSP; and
- Collaborating with law enforcement regarding safety and security considerations.

Whenever possible, survivors should be compensated based on their professional experience and the prevailing compensation rate available to other service practitioners and providers. LEAs are encouraged to select education curricula that are informed by the lived experience of survivors. LEAs may receive individualized technical assistance regarding effective strategies for survivor engagement and referrals to survivor consultants through the National Human Trafficking Training and Technical Assistance Center (NHTTAC).

Roles and Partnerships

The HTYPE Demonstration Program requires coordination, collaboration, and formal partnerships between different parties. Formal documentation of partnerships will keep each party informed of their roles and commitments. The LEA must adhere to 45 CFR § 75.351 when establishing partnerships involving financial remuneration and/or responsibility for carrying out major activities of the project. For partnerships with nonprofits or NGOs, this will fall under a subaward (i.e., subrecipient) relationship. Please see the FOA

(https://ami.grantsolutions.gov/files/HHS-2020-ACF-IOAS-OTIP-TV-1816_0.pdf) under *Section I. Program Description, Post-Award Requirements, Subawards* (page 11) for more information.

SECTION II: Purpose and Objective

1. The purpose of this Agreement is to delineate the respective roles and responsibilities of the Grantor agency (i.e., ACF OTIP) and the Grantee organization (i.e., Fort Worth Independent School District) in implementing the HTYPE Demonstration Program.

SECTION III: Authority

1. The legislative authority for this Cooperative Agreement is Section 101(a)(2)(B) of the Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act of 2018 (Public Law 115-425).

SECTION IV: Description of Activities and Roles and Responsibilities

1. Responsibilities of the Grantee:
 - A. The Grantee agrees to adhere to all requirements in the FOA.

- a. The Grantee agrees to provide oversight of all programmatic, financial, and administrative matters, including eligibility of program participants, and reporting related to the grant. This responsibility includes oversight of these matters as they relate to the subrecipient(s), if applicable. Should a subrecipient perform unsatisfactorily, the Grantee is responsible for remedying subrecipient issues. The Grantee will be held accountable for cost disallowances regarding subawarded funds.
- B. The Grantee hereby agrees to provide human trafficking prevention education to educators and other staff that equips them to identify and respond to students who are experiencing human trafficking or are at high risk, to report concerns in accordance with the HTSSP, and to respond to student disclosures.
- C. The Grantee hereby agrees to deliver human trafficking prevention education to students that addresses risk factors and is designed to build resilience to labor trafficking and sex trafficking by strengthening students' knowledge and skills, increasing their perception of risk, and encouraging the adoption of healthy behaviors.
- D. The Grantee hereby agrees to develop and implement a procedure for notifying students in advance of implementation of student activities, providing an opportunity to opt out of the program. The Grantee further agrees to comply with all applicable statutes and regulations regarding parental authorizations for participation.
- E. The Grantee hereby agrees to train qualified individuals employed by the LEA to implement and replicate project activities throughout the school district or identified target area(s).
- F. The Grantee hereby agrees to develop and implement the HTSSP in consultation with local law enforcement that facilitates reporting trafficking concerns to the appropriate authorities (e.g., child welfare, law enforcement); notifying parents, guardians, and caregivers, when appropriate; and referring students to supportive,

person-centered, trauma-informed, culturally responsive, and linguistically appropriate services. The protocol must include the following elements:

- a. Procedures for responding to suspected or confirmed cases of labor and sex trafficking and other forms of violence (e.g., child abuse and neglect, sexual abuse, teen dating violence, human trafficking);
- b. Procedures for addressing direct student disclosures and reports from educators, other staff, and students in a culturally and linguistically responsive, person-centered, and trauma-informed manner that prioritizes children's well-being;
- c. Procedures for protecting and maintaining confidentiality of students and staff and complying with privacy and confidentiality requirements for recordkeeping, retention, and disposal;
- d. Information on the legal obligations of mandated reporters under state law;
- e. Procedures for coordinating with the appropriate authorities (e.g., child welfare, law enforcement) when potential victims are identified;
- f. Procedures for communicating with parents, guardians, and caregivers regarding concerns that their child has experienced or is at-risk for human trafficking;
- g. Procedures for identifying and vetting referral services and maintaining and updating victim referrals;
- h. Procedures for referring students to community resource and service providers;
- i. Procedures for engaging or re-engaging students who have experienced or are at risk of experiencing human trafficking and have experienced chronic truancy or falling behind;
- j. Procedures for collecting and reporting data on the number of victims

identified, through training of students, educators, and other staff;

- k. Procedures for collecting and reporting data on the number of reports to child welfare or law enforcement;
- l. Procedures for collecting and reporting data on the number of referrals to community resources and service providers; and
- m. Procedures for monitoring compliance with the HTSSP.

G. The Grantee agrees to include in the HTSSP a variety of service providers capable of receiving student referrals. The types of service providers to be identified within the HTSSP may include, but are not limited to:

- a. Human trafficking service providers;
- b. Dating and sexual violence service providers;
- c. Health and mental health care providers;
- d. Runaway and homeless youth programs;
- e. Substance use prevention programs;
- f. Lesbian, Gay, Bisexual, Transgender, Queer and Questioning, and Two-Spirit (LGBTQ2S+) programs;
- g. Safe spaces;
- h. Youth workforce development programs;
- i. Youth organizations; and
- j. Mentoring and peer support programs.

H. The Grantee hereby agrees to confirm the agency project plan (which includes approach, activities, outcomes, and performance evaluation plan) and discuss any modifications with the ACF OTIP Project Officer upon receipt of award. If applicable, the Grantee will submit a revised project implementation timeline with proposed activities and projected accomplishments that fulfill each of the four

program objectives (summarized in paragraphs B through E of this Section) and review it with the ACF OTIP Project Officer. The Grantee may not proceed with any proposed changes in program strategy and objectives until the ACF OTIP Project Officer provides approval in writing.

- a. ACF OTIP recognizes that, due to the COVID-19 pandemic, in-person contact should be minimized to ensure the safety and health of participants. During this time, grantees and, if applicable, subrecipient(s) are required to adjust activities accordingly to comply with directives from public health officials. ACF OTIP will exercise maximum flexibilities as authorized to support alternative approaches to delivery of training and delivery of prevention education activities. Grantees' public-facing project activities must include proposed modifications that are responsive to the CDC's COVID-19 recommendations. This includes, but is not limited to, social distancing strategies (e.g., use of video and audio conferencing) and planning for continued and full operations to respond to absenteeism and staff and volunteer shortages.

I. The Grantee hereby agrees to obtain guidance and prior approval for all significant budget revisions. This request shall include the following and must be submitted as a budget modification submitted through GrantSolutions.gov:

- a. Cover letter signed by the Authorizing Official (AO);
- b. An explanation of the purpose and necessity of the revision;
- c. An explanation of how the revision will affect the scope of services;
- d. An original SF-424 signed by the AO;
- e. An SF-424A showing the revised budget; and
- f. An itemized, detailed budget and budget narrative that supports the revision including Non-Federal Share, if applicable.

J. Implement activities described in the approved application as required by the

FOA and notify the ACF OTIP Project Officer of any significant delays, deviations, or issues regarding implementation of grant activities, including the signing of subcontracts, within 10 working days of such determination.

- K. The Grantee agrees to report to ACF OTIP quarterly and on an ad hoc basis, as necessary, on all performance indicators listed in the FOA and any supplemental reporting requirements approved by the Office of Management and Budget (OMB) and requested by ACF OTIP.
- L. The Grantee agrees to consult with the ACF OTIP Project Officer by telephone or email regarding the implementation of the project activities on a monthly basis or as required by the ACF OTIP Project Officer during each budget period. Consultation shall include, but is not limited to, participation in status meetings by telephone, in person, or via webinar to review project implementation and the Grantee's progress toward target outcomes.
- M. The Grantee agrees to submit the following documents to the ACF OTIP Project Officer for prior approval:
 - a. Resumes for key project staff, including subrecipients, in advance of making any hiring determinations. Key project staff are subject to approval by the ACF OTIP Project Officer throughout the project period. Key staff include project directors, staff persons involved in project management, and project staff whose time allotted to the grant is greater than 25 percent. The Grantee will notify the ACF OTIP Project Officer within 5 business days of any terminations or resignations and its plan to replace departing staff;
 - b. Job descriptions for key project staff persons, including key staff of subrecipients, within 10 days of receiving this Cooperative Agreement;
 - c. Description of proposed and actual activities that achieve the

- expectations for survivor engagement, including a copy of the agreement between the survivor(s) and the Grantee organization;
- d. Information regarding MOUs between the Grantee and subrecipients (including names, locations, and contact information for subrecipients) within 10 calendar days of receiving this Cooperative Agreement and throughout the project period as subrecipients are added or dropped;
 - e. MOUs between the Grantee and organizations selected for receipt of subcontracted funds within 10 calendar days of date of receiving the Cooperative Agreement and throughout the project period;
 - f. Reports following site visits and desk audits of subrecipients within 30 calendar days of the Grantee's site visit or desk audit (these reports are not subject to prior approval);
 - g. Policies and procedures for providing comprehensive training and delivery of prevention education activities services (including any procedural manuals, service delivery protocols that clearly defines standards of care and protocols for delivering training, and referring students to comprehensive case management) within one month of receiving this Cooperative Agreement, subject to prior approval by the ACF OTIP Officer;
 - h. Policies and procedures for monitoring subrecipients within 10 days of receiving this Cooperative Agreement;
 - i. HTYPE Demonstration Program grantees and subrecipients, if applicable, must comply with the Stevens Amendment. The Stevens Amendment requires recipients of all HHS grants and cooperative agreements to acknowledge federal funding when publicly communicating regarding projects or programs funded through the HHS annual appropriation. For

more information on these requirements, including recommended acknowledgement language, please refer to the [Administrative and National Policy Requirements](https://www.acf.hhs.gov/administrative-and-national-policy-requirements) (<https://www.acf.hhs.gov/administrative-and-national-policy-requirements>).

- N. The Grantee agrees to comply with HHS policies and regulations, including [45 CFR Part 75](#), unless otherwise expressly waived in the approved application, and all other applicable federal statutes and regulations in effect during the time that the Grantee is receiving grant funding. [Information on the Award Terms and Conditions for the grants](#) is available on ACF's website (<https://www.acf.hhs.gov/discretionary-post-award-requirements>).
- O. The Grantee agrees to amend the project plan as needed to comply with the FOA and the standards, goals, and priorities established by ACF OTIP in consultation with the Project Officer.
- P. The Grantee agrees to submit applications for year two and year three continuation funding according to the deadlines in the continuation letter or provide a notification 5 months prior to the end of the budget period that the Grantee does not intend to continue the project.
 - a. The Grantee must resolve any outstanding audit findings in a timely manner. An outstanding audit issue may impact the Grantee's ability to apply for, and/or receive, non-competing continuation funding.
 - b. Subrecipient performance, if applicable, will also be considered during review of applications for non-competing continuations. If requirements of the program cannot be met due to subrecipient issues, ACF may need to take one or more of the actions listed under 45 CFR § 75.371-.375.
- Q. The Grantee agrees to sign and return this Cooperative Agreement to ACF OTIP through [GrantSolutions.gov](https://www.grantsolutions.gov) within 5 days of receipt (using "Correspondence – Grant Notes").

- R. The Grantee agrees to communicate within 7 working days any documented dissatisfaction with program services, audit findings, regulatory non-compliance issues, financial defaults, and any other matters that may impede the implementation of the Cooperative Agreement, as well as its plan to address the finding or take corrective action.
- S. The Grantee agrees to participate in the following activities sponsored by the Grantor: 1) kick-off meeting; 2) HTYPE Demonstration Program evaluation; 3) NHTTAC--sponsored training and technical assistance activities; 4) peer--to--peer information exchanges; and 5) any other activities related to the implementation of the HTYPE Demonstration Program identified by the Grantor.
- T. The Grantee acknowledges that any publications, data, or other copyrightable works developed under this grant may be copyrighted without prior approval of the Grantor. Rights in data also extend to students, fellows, or trainees under awards whose primary purpose is educational, with the authors free to copyright works without the approval of the Grantor. In all cases, whether HHS funded all or part of the project or program resulting in the data or products and materials, the federal government must be given a royalty-free, nonexclusive, and irrevocable license to obtain, reproduce, publish, or otherwise use the material and data produced under this grant, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes (e.g., to make it available in government-sponsored databases for use by other researchers).
- U. The Grantee agrees to protect the privacy and confidentiality of student and staff information, complying with all applicable statutes and regulations, especially personally identifiable information (PII), at all times and take the necessary measures to securely store student and staff records and to encrypt and/or password protect the electronic transmission of student and staff information to referral agencies and other organizations.
- V. The Grantee agrees to make all records available to and accommodate on-site and

electronic monitoring conducted by the ACF OTIP Project Officer and other governmental oversight offices and agencies.

W. The Grantee agrees to participate in an evaluation of the implementation of the HTYPE program, and provide access to program implementation documentation, records, and staff, and facilitate and participate in interviews of HTYPE program participants, upon request.

2. Responsibilities of the Grantor (ACF OTIP):

- A. The Grantor agrees to review and confirm the project plan (which includes approach, activities, outcomes, and performance evaluation plan) and budget, and discuss modifications with the Grantee in a timely manner.
- B. The Grantor agrees to discuss budget issues with the Grants Management Specialist to ensure costs comply with cost principles and communicate to the Grantee any required amendments to the budget.
- C. The Grantor agrees to review the timeline and projections of accomplishments to be achieved for each of the Program Objectives and communicate any concerns to the Grantee in a timely manner.
- D. The Grantor agrees to convene consultations with the Grantee at least monthly, or as deemed necessary by the grantor during each budget period. Consultation shall include, but is not limited to, participation in status meetings to review project implementation and the Grantee's progress toward target outcomes. During the COVID-19 pandemic, such consultation should occur remotely (via telephone, audio- or videoconference or webinar) as much as possible to ensure the safety and health of Grantee and Grantor staff. Any in-person meetings must follow CDC COVID-19 guidance (<https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>).
- E. The Grantor agrees to keep the Grantee informed of policy developments as they affect the implementation of the project.

- F. The Grantor agrees to provide opportunities for sharing the Grantee's success stories through ACF OTIP internal and external communications.
- G. The Grantor agrees to review and, when applicable, approve the documents listed in Section IV, item 1.L in a timely manner.
- H. The Grantor agrees to provide technical assistance as needed regarding project implementation and other issues such as working with the National Human Trafficking Hotline (NHTH), coordinating with NHTTAC, and coordinating with other ACF or federal anti-trafficking initiatives.
- I. The Grantor agrees to review written requests for prior approval of deviations from the project plan or approved budget in a timely manner. Any changes that affect the terms and conditions of the grant award or revisions/amendments to the Cooperative Agreement or to the approved scope of activities will require prior approval by the ACF OTIP Project Officer and the Grants Management Specialist in the Office of Grants Management (OGM).
- J. The Grantor agrees to review the Grantee's data and publications in a timely manner.
- K. The Grantor agrees to provide technical assistance regarding program implementation to the Grantee directly or via NHTTAC.

SECTION V: Budget and Financial Arrangement

- 1. Prior approval from ACF is required if the need arises for additional federal funds. The Grantor shall not be obligated to reimburse the recipient for costs incurred in excess of the total amount allotted to this project. The Grantee shall not be obligated to continue performance under the agreement (including actions under the termination clause) or otherwise to incur costs in excess of the amount allotted to this agreement unless and until the ACF OTIP Project Officer and the Grants Management Specialist have notified the recipient in writing that additional funds have been awarded. No notice,

communication, or representation from any person other than the Grants Management Officer shall authorize the expenditure of additional funds. The Grantor will not be obligated for any excess costs in the absence of a written notice of authorization from the Grants Management Officer.

Changes issued pursuant to this Agreement shall not be considered an authorization to the recipient to exceed the allotted amount of this Agreement unless specifically stated by the Grants Management Officer in writing.

2. The funds awarded will cover costs exclusively for the implementation of HTYPE Demonstration Program. The award will be based on the budget that is approved by ACF OTIP.

SECTION VI: Continuation Applications

1. Subject to satisfactory performance by the Grantee, as deemed by the ACF OTIP Project Officer and the ACF Grants Management Specialist, compliance with the terms and conditions of the award, resolution of outstanding audit findings, the availability of funds, and the interests of the U.S. Government, the Grantor will invite the Grantee to submit an application for continuation funding for budget years two and three of the project. The Grantee must submit a continuation application via GrantSolutions at www.grantsolutions.gov by the established deadline and must include all required forms and assurances, information specifically requested in the continuation letter, and the following documents:
 - A. A project narrative that follows the same format as the original application and includes an explanation of areas the Grantee has changed or proposes to change, as well as a discussion of performance for the current budget period (e.g., a comparison of accomplishments to goals and factors that contributed to or limited success);
 - B. An updated timeline that incorporates the goals, objectives, activities, timelines,

outcomes, logic model, and performance evaluation plan in the FOA; and

- C. A detailed, itemized Budget and Budget Narrative.
2. The application shall include the following Standard Forms (the Standard Forms are part of the non-competing continuation application kit in GrantSolutions.gov):
 - A. SF-424 Application for Federal Assistance
 - B. SF-424A Budget Information - Non-Construction Program
 - C. SF-424B Assurances - Non-Construction Program
 - D. Lobbying Certification
 - E. SF-Project/Performance Site Location Form
3. In addition, the Grantee must certify that, to the extent practicable, partners providing legal services, social services, health services, or other assistance have completed or will complete training regarding trafficking in persons.
4. The Grantee must provide, prior to award, a statement that it will not use grant funds to promote, support, or advocate the legalization or practice of prostitution.

SECTION VII: ACF Post-Award Requirements

1. Programs will have a 3-month start-up period (90 days from receipt of the Cooperative Agreement). This start-up period gives programs an opportunity to further refine their approach and expand partnerships to implement the program successfully. Successful grantees will have an opportunity to enhance plans addressing the HTSSP and prevention education for school staff and students.
2. The ACF Post-Award Requirements are found on the ACF website; select the “Discretionary: Competitive Grants” hyperlink (<https://www.acf.hhs.gov/discretionary-post-award-requirements>). Other HHS policies and regulations, including 45 CFR Part 75, include additional information regarding post-award conditions.

SECTION VIII: Records and Reports

1. Quarterly performance reports will be submitted by the Grantee using the SF-PPR ACF Performance Progress Report form. Performance reports are due on January 30, April 30, July 30, and October 30.
2. For Federal Financial Reports, the Grantee must complete the SF-425 form.
3. Funds received under the HTYPE Demonstration Program shall be accounted for and reported upon separately from all other grant activities. Quarterly financial reports are due on January 30, April 30, July 30, and October 30.
4. The final financial and performance reports are due 90 days after the end of the project period and are cumulative reports. The second biannual report for the final budget year does not satisfy the submission requirements for final reports.
5. Grantees must also submit Federal Financial Reports to Payment Management Services. Grantees may access Payment Management Services at <https://pms.psc.gov>.
6. All correspondence and reports related to this Agreement must include the Grant Number and shall be sent to the ACF Grants Management Specialist and the ACF OTIP Project Officer through GrantSolutions.gov (using “Correspondence – Grant Notes”).

SECTION IX: Contacts and Authorizations

1. Fort Worth Independent School District designates the following person as project contact for this Cooperative Agreement:

Name: Mirgitt Crespo
Title: Acting Senior Officer, Grants & Development
Email: mirgitt.crespo@fwisd.org

2. ACF designates the following person as Grants Management Specialist for this Cooperative Agreement:

Name: **Trang Le**
Title: **Grants Management Specialist**
Email: Trang.Le@acf.hhs.gov

3. ACF OTIP designates the following person as ACF OTIP Project Officer for this Cooperative Agreement:

Name: **Kimberly Casey**
Title: **Human Trafficking Program Specialist**
Email: Kimberly.Casey@acf.hhs.gov

SECTION X: Duration of Agreement

This Agreement will be effective for the duration of the project (36 months) beginning September 30, 2020, and subject to annual continuations thereafter. Annual continuations will be subject to satisfactory performance by the Grantee, availability of funds, and the continuation funding awards being in the interests of the U.S. Government. The Agreement may be amended to address new federal requirements, performance issues, and congressional mandates.

Katherine Chon

Director

Office on Trafficking in Persons

Date

[Name] Michael Ball

[Title] Chief Financial Officer

Fort Worth Independent School District

Date

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE APPLICATION FOR THE WAIVER OF THE 2020-2021 REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades Kindergarten (K) through Grade Four meet the requirements of the TEC 25.112. If the review indicates any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112 (d). An exception request must be approved by the school District's Board of Trustees. We are asking the Fort Worth Independent School District School Board Members to approve the TEA Waiver request for maximum class size.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Application for the Waiver of the 2020-2021 Request for Maximum Class Size Exception
2. Decline to Approve Application for the Waiver of 2020-2021 Request for Maximum Class Size Exception
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Application for the Waiver of the 2020-2021 Request for Maximum Class Size Exception

FUNDING SOURCE

Additional Details

General Fund

Out of Compliance teacher stipends have not been established for 2020-2021 due to delays of reopening of school and class leveling.

2019-2020 Cost for Out of Compliance Teacher Stipends \$252,000.00, includes fringes.

2018-2019 Cost for Out of Compliance Teacher Stipends \$190,120.00, includes fringes.

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 Elementary Schools

RATIONALE:

Additional staff have been reassigned and placed in order to make teacher ratio 22:1. Despite the addition of staff, we still have challenges over the established 22:1 ratio, and we recommend applying for a class waiver.

INFORMATION SOURCE:

Kermit Spears

District Elementary Compliance Report

LOCATION	SCHOOL	GRADE	DL	ESL	RP	Total
105	West Handley	1 ST	0	0	23	23
105	West Handley	2 ND	22	0	1	23
107	Burton Hill	2 ND	0	0	23	23
110	Carroll Peak	2 ND	0	0	23	23
110	Carroll Peak	KINDER	23	0	1	24
111	Carter Park	1 ST	22	0	2	24
111	Carter Park	1 ST	21	0	4	25
111	Carter Park	2 ND	0	1	22	23
111	Carter Park	KINDER	0	0	24	24
111	Carter Park	KINDER	23	0	2	25
111	Carter Park	KINDER	23	0	3	26
114	Manuel Jara	1 ST	0	0	23	23
114	Manuel Jara	3 RD	22	0	1	23
114	Manuel Jara	3 RD	23	0	0	23
115	George C. Clarke	3 RD	23	0	1	24
119	E M Daggett	2 ND	22	0	2	24
119	E M Daggett	2 ND	20	0	4	24
119	E M Daggett	3 RD	21	0	2	23
121	De Zavala	2 ND	1	0	22	23
127	C C Moss	3 RD	20	0	6	26
131	Rosemont	4 TH	21	0	3	24
131	Rosemont	4 TH	24	0	0	24
132	Glen Park	2 ND	0	1	22	23
132	Glen Park	3 RD	24	0	0	24
132	Glen Park	4 TH	11	0	13	24
133	W M Green	4 TH	23	0	3	26
134	Greenbriar	3 RD	28	0	2	30
134	Greenbriar	4 TH	0	3	21	24
137	Hubbard Heights	2 ND	21	0	2	23
137	Hubbard Heights	3 RD	0	0	23	23
137	Hubbard Heights	4 TH	0	0	23	23
138	H V Helbing	3 RD	23	0	0	23
138	H V Helbing	3 RD	24	0	0	24
141	Meadowbrook	2 ND	26	0	1	27
141	Meadowbrook	KINDER	20	0	4	24
141	Meadowbrook	KINDER	20	0	5	25
143	D McRae	2 ND	23	0	0	23
149	North Hi Mount	KINDER	0	0	25	25
150	Oakhurst	1 ST	24	0	0	24
150	Oakhurst	2 ND	0	2	24	26
150	Oakhurst	4 TH	23	0	0	23
151	Natha Howell	2 ND	23	0	1	24
156	Ridglea Hills	KINDER	0	0	23	23
157	Luella Merrett	4 TH	0	0	24	24
157	Luella Merrett	4 TH	1	0	23	24

290

November 4, 2020

District Elementary Compliance Report

161	Sam Rosen	3 RD	0	0	23	23
162	Sagamore Hill	1 ST	24	0	1	25
162	Sagamore Hill	1 ST	24	0	1	25
162	Sagamore Hill	2 ND	22	0	1	23
163	Bruce Shulkey	4 TH	0	6	17	23
163	Bruce Shulkey	4 TH	0	0	23	23
165	Richard J. Wilson	3 RD	24	0	0	24
166	South Hi Mount	4 TH	24	0	0	24
172	W J Turner	2 ND	25	0	0	25
172	W J Turner	3 RD	0	0	25	25
172	W J Turner	3 RD	26	0	1	27
184	Worth Heights	2 ND	23	0	0	23
186	David K Sellars	3 RD	1	0	22	23
186	David K Sellars	3 RD	0	0	23	23
186	David K Sellars	KINDER	21	0	2	23
188	Atwood McDonald	1 ST	0	0	23	23
188	Atwood McDonald	2 ND	0	0	23	23
188	Atwood McDonald	2 ND	0	0	25	25
206	Bill J Elliott	4 TH	0	0	24	24
206	Bill J Elliott	4 TH	0	0	25	25
206	Bill J Elliott	KINDER	0	0	25	25
207	Westpark	3 RD	0	1	24	25
207	Westpark	4 TH	0	1	23	24
208	T A Sims	2 ND	24	0	1	25
208	T A Sims	KINDER	19	0	7	26
209	Edward J Briscoe	KINDER	0	1	22	23
209	Edward J Briscoe	KINDER	0	5	18	23
216	Woodway	3 RD	4	0	23	27
216	Woodway	4 TH	25	0	1	26
220	Alice D. Contreras	3 RD	21	0	3	24
220	Alice D. Contreras	3 RD	24	0	0	24
220	Alice D. Contreras	4 TH	26	0	1	27
220	Alice D. Contreras	4 TH	27	0	0	27
223	Cesar Chavez	4 TH	1	0	24	25
224	M G Ellis Primary	KINDER	22	0	1	23
224	M G Ellis Primary	KINDER	22	0	1	23
225	Bonnie Brae	1 ST	22	0	1	23
226	Seminay Hills Park	3 RD	0	8	16	24
227	Dolores Huerta	2 ND	20	0	3	23
227	Dolores Huerta	2 ND	24	0	1	25
227	Dolores Huerta	3 RD	22	0	1	23
227	Dolores Huerta	3 RD	22	0	3	25
227	Dolores Huerta	KINDER	22	0	1	23

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE PROCLAMATION RECOGNIZING NOVEMBER AS PARENTS’ RIGHTS IN EDUCATION MONTH

BACKGROUND:

Fort Worth Independent School District recognizes and celebrates our parents and acknowledges parents are a child’s first and foremost educator and have the primary responsibility for the education, care and training of their children. Education consists of a range of activities by which families and communities teach knowledge and skills, including ethical and behavioral norms and traditions. Fairness and equity must be afforded to all students and families in FWISD, and the District needs the cooperation and support of all parents. The FWISD Board of Trustees would like to acknowledge NOVEMBER as Parents’ Rights In Education Month, affirming the constitutional right of parents to direct the education and upbringing of their children.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Proclamation Recognizing November as Parents’ Rights in Education Month
2. Decline to Approve Proclamation Recognizing November as Parents’ Rights in Education Month
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Proclamation Recognizing November as Parents’ Rights in Education Month

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

FWISD Parents and All Stakeholders

RATIONALE:

The Board of Education of the Fort Worth Independent School District seeks to recognize November as Parents’ Rights in Education Month.

INFORMATION SOURCE:

Anne Darr
Karen Molinar

PROCLAMATION
Fort Worth Independent School District Board of Trustees
Recognizing the Vital Importance for Education Excellence, and Meaningful Collaboration
between the Fort Worth Independent School District and Our Families, We Recognize
NOVEMBER as Parents’ Rights in Education Month

WHEREAS, Fort Worth Independent School District recognizes and celebrates our parents;
and

WHEREAS, we acknowledge parents are a child’s first and foremost educator, and have the primary responsibility for the education, care and training of their children; and

WHEREAS, education is comprised of a range of activities by which families and communities teach knowledge and skills, including ethical and behavioral norms and traditions; and

WHEREAS, fairness and equity must be afforded to all students and families in FWISD;
and

WHEREAS, FWISD needs cooperation and support of all parents; and

WHEREAS, the parent-child relationship shall be honored and supported by teachers, counselors, administrators, and the FWISD Board of Trustees.

NOW, BE IT RESOLVED that the FWISD Board of Trustees declare NOVEMBER, Parents’ Rights In Education Month, affirming the constitutional right of parents to direct the education and upbringing of their children.

The Proclamation being read, **MOTION** was made by _____, seconded by _____ that the Proclamation Recognizing NOVEMBER as Parents’ Rights In Education Month be passed, approved and adopted.

FOR: _____ **AGAINST:** _____

The above Proclamation Recognizing NOVEMBER as Parents’ Rights In Education Month was approved and adopted at a regular meeting that the Board of Education held on the 10th day of November, 2020.

Jacinto Ramos, 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
November 10, 2020**

TOPIC: APPROVE MINUTES FOR THE JANUARY 14, 2020, FEBRUARY 4, 2020, AND MARCH 3, 2020 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Minutes for the January 14, 2020, February 4, 2020, and March 3, 2020 Racial Equity Committee Meetings
2. Decline to Approve Minutes for the January 14, 2020, February 4, 2020, and March 3, 2020 Racial Equity Committee Meetings
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes for the January 14, 2020, February 4, 2020, and March 3, 2020 Racial Equity Committee Meetings

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 Departments and Campuses in FWISD

RATIONALE:

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

INFORMATION SOURCE:

Sherry Breed



FORT WORTH ISD MISSION:

PREPARING ^{all} STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth Independent School District Racial Equity Committee

Meeting Minutes

Tuesday, January 14, 2020 at 5:00 p.m.

Daggett Middle School | 1108 Carlock | Fort Worth, TX 76110

Committee Members Present:

Anderson, Sue	Dominguez, Nyssa	Masterson, Twyla	Phillips, Quinton
Argumedo, Miguel	Grover, Barbara	Mattingly, Cissy	Poullard, Eric
Balzer, Jill	Harrison-Jordan, Tina	McKinney, Wanda	Poullard, Precious
Benavidez, Dr. Dorene	Herrera, Alfonso	Moss, Christene	Walker, Carlos
Breed, Sherry	Hodges, Charles	Nickerson, Porshe	West, Bill
Chavez, Aracely	Jones, Ebony	Nixon, Glenn	West, David
Clark, Rickie	Jones, Trevon	Paz, Ashley	Young, Patricia
Darr, Anne	Krochmal, Dr. Max	Perez, Jonathan	

Committee Members Absent:

Armstrong, Sharon	Griffith, Barbara	Moore, Jerry	Turcios, Juan
Bond, Clint	Hall, Mia	Olivares, David	Turcios, Carlos
Calderon, Altheria	Hamilton, Melinda	Pace, Brandi	Villalobos, Lupita
Cytron-Walker, Adena	Harris, Cleveland	Richter, Breinn	Williams, Jared
El, Robert	Lee, Yassmin	Rincón, Cynthia	
Garcia-Lopez, Norma	Luebanos, Anael	Scribner, Dr. Kent P.	
Gravelle, Elizabeth	Masterson, Tim		

Guests:

Restorative Practices Team	Community members	
----------------------------	-------------------	--

CALL TO ORDER:

- The meeting was called to order at 5:01 p.m.
- Minutes from prior meeting were amended and approved; Charles Hodges motioned, Rickie Clark seconded
- Review Racial Equity Committee (REC) Meeting Protocol

DISCUSSION ITEMS:

1. Update and Review of Restorative Practice (RP) Services in FWISD.

Dr. Dorene Benavidez provided an overview of RP Services

- The work has been on-going for ²⁹3 years

- An RP Specialist provided a demonstration of a “60 second relational break” activity that is used with students. The purpose of the activity is to continually get to know one another and build relationships.
- Restorative Practices has been formally implemented on 74 campuses. Additional campuses have been added each year for the last 3 years.
- The principals have been trained; specific, focused professional development has been implemented. Looking at data from this year and last year, we have seen decreases in referrals from teachers.
- The RP Specialist’s Role is to train, support, and assist teachers and staff in building relationships. To do so, they collect and analyze data, then make recommendations for action and next steps tailored to the specific needs of the campus. (The data that they review is both quantitative and qualitative.)
- Each specialist has been assigned 10 schools. They also respond to other requests from campuses. We know there are more campuses needing our training and assistance.
- Data regarding Discipline Referrals and Actions was provided. Overall, the discipline referral, ISS, OCI and OSS rates have decreased significantly on the RP campuses over the 3 years of implementation.
 - Committee members were concerned that the Out-of-School suspension rate is higher than the In-School Suspension rate. A campus administrator shared that this can be misleading because at his campus, they don’t always use ISS referral codes for every situation.
 - Committee members asked if the data could be disaggregated by race, ELL, SPED, and also gender. Dr. Benavidez stated that it has not been disaggregated in the past, but they plan to do so from now on.
 - Committee members recommended that the referring teacher’s race also be collected.
 - Information regarding the length of the suspension would be of interest also. Do principals have discretion on the number of days a student is suspended?
 - The committee also suggested that they look at campus data to see if suspensions are disproportionate between schools.
 - The discipline subcommittee is working on the data to see by race, gender, reason, etc.
- Overall Restorative Practice Feedback, based on Climate Survey results is mixed:

Student Behavior	In the Classroom	On the Campus
Much Better	26%	18%
Somewhat Better	41%	35%
About the Same	29%	33%
Somewhat Worse		9%
Much Worse		5%

Challenges

- Ensuring fidelity of using the practices by the teachers
- Teacher turnover
- Teacher experience (new v. veteran)

- Looking at the data and the information from the teacher survey, we are seeing positive results. This is hopeful and seeing teacher buy-in is positive
- What's new this year:
 - RP Specialists collaboration with campus Equity Teams;
 - Targeted professional development has been created to better support teachers;
 - The Courageous Conversations protocol has been embedded into the RP trainings and philosophy
 - RP trainings are open to staff from all schools in FWISD, (no longer exclusive to RP campuses)
 - RP Specialists will be trained to conduct RP trainings internally.
- As the Executive Director, we know this is a subject that brings up feelings but knowing where we're going as a District is positive
 - Comment – when I was in the classroom FWISD was a Zero Tolerance district and going from that to Restorative Practices is huge; however, there are still some Zero Tolerance mindset with some teachers so work is still needed
 - Comment – I see different things happening that still need work. Students can choose to not participate but there is a consequence
 - Comment – every school and every student is different, it's important to work for each student and “restore” them to how they were before the incident

Questions & Comments re: RP Presentation:

- How were the 74 schools selected for Restorative Practices? How do we include more?
 - When RP was introduced elementary schools with high referral rates were targeted. Later, middle schools were added and then one high school.
 - FWISD is offering restorative practices training to all who are interested, even the schools not identified RP campuses
- Does FWISD have Behavior Specialists and are they trained in RP?
 - Yes, they have been invited and principals can send; they can then go out into the classroom
- Is it possible to get the students' responses from the referrals?
 - This should be a part of the best practice; however, we don't know if it's happening. The discipline subcommittee may want to research this.
- How do we know the decrease in discipline referrals is influenced by restorative practices and not something else?
 - Data was compared with non-RP campuses and there was significantly less reduction in discipline referrals.
- Is there another way to collect data to ensure the data is not manipulated? Is there a way to ensure campus administrators are intentionally not suspending students in order to lower their numbers.
- In the state of Ohio, if an administrator wishes to suspend a student, they must call and “justify” each suspension to their supervisor. This practice has reduced the number of suspensions.

- How are other employees affecting this data? (e.g. social workers, counselors, etc.) The RP Team goes to counselors' meetings and all counselors have been trained. They are trained in ways to support the campuses. Restorative Practices is also about being proactive in the classroom and training teachers to use initiative to prevent behavior that may lead to referrals
- There is a lack of diversity in the Restorative Practices staff that was pointed out by a committee member. There is only one Latina on Restorative Practices team. There are no men on the RP team. Since the numbers for African American male student referrals has not gone down; it would be nice to see men working in this group to help young men of color with discipline.
- All of these comments have been presented and heard. The subcommittees will be drilling down in the data; e.g. which teacher is suspending, what professional development are they receiving, etc.

2. Review of revised REC Guidelines.

- Dr. Krochmal facilitated the discussion to review and revise the REC guidelines. A draft of the guidelines as provided to the committee via email.
 - The guideline stating it's important to attend the subcommittees to give your voice and to drill down deeper on particular items is key.
 - Guidelines were approved and adopted as written (Christene Moss motioned; Charles Hodges seconded)

Questions & Comments re: Revised REC Guidelines

- I don't need an etiquette lesson; I feel it's demeaning; I feel it was a waste of time to spend a meeting on developing this therefore I am not voting on approving the guidelines
 - This was developed to give structure to the meetings
 - This is important to have so that there are productive meetings and discussions
 - The committee has been respectful and has used the guidelines so far in this meeting.
 - Having conversations about race is challenging and putting structures in place will help
 - There is a need to speak your truth respectfully
 - The Board has worked together to also be respectful and work together to model behavior when having challenging conversations.
- How are people chosen to be on this committee and what happens to those who do not participate regularly?
 - When the Committee was created in 2017, Board members appointed the original group. Later, Board members and other committee members made recommendations for new members. These recommendations were reviewed by the REC Steering committee.
 - It is important to attend regularly.
 - Each year an email has been sent out to current members to ask if they want to remain on the committee and/or take themselves off the committee. Additionally, meeting attendance data is reviewed and some members were removed.

3. Subcommittee Updates: *To be discussed at the next meeting*

4. Subcommittee sign-up (as needed).

- If you are not on a subcommittee, please do so as soon as possible

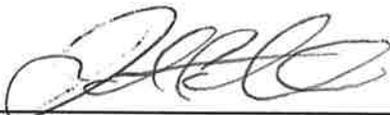
Additional Questions/Comments/Concerns:

- A committee member raised a concern regarding the minutes not being recorded verbatim and not reflecting what is actually being said in the meeting. We must record all feedback in the minutes. However, the committee members agreed that this is not to be a word-for-word transcript.

REMINDERS:

- Save the Date: 2020 Racial Equity Summit - March 21, 2020 | Texas Wesleyan University
- Please review the Guidelines for the Racial Equity Committee prior to each meeting
- Next Meeting: Tuesday, February 4, 2020 | 5-6:30 pm | Location: Dock Bookshop 6637 Meadowbrook Drive Ft. Worth, TX 76112

ADJOURN: Meeting adjourned at 6:24 p.m.

Signed:  Date: 2-4-20
Mr. Quinton "Q" Phillips, Co-Chair

Signed:  Date: 2/4/20
Dr. Max Krochmal, Co-Chair

/clm & bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes**

Tuesday, February 4, 2020 at 5:00 p.m.

The Dock Bookshop | 6637 Meadowbrook Drive | Fort Worth, TX 76112

Committee Members Present:

Anderson, Sue	Darr, Anne	Krochmal, Dr. Max	Phillips, Quinton
Argumedo, Miguel	Dominguez, Nyssa	Masterson, Twyla	Poullard, Eric
Balzer, Jill	Garcia-Lopez, Norma	Mattingly, Cissy	Poullard, Precious
Benavidez, Dr. Dorene	Grover, Barbara	McKinney, Wanda	Walker, Carlos
Bond, Clint	Hall, Mia	Nickerson, Porshe	West, Bill
Breed, Sherry	Jones, Trevon	Nixon, Glenn	West, David
Cytron-Walker, Adena			

Committee Members Absent:

Armstrong, Sharon	Harris, Cleveland	Moss, Christene	Scribner, Dr. Kent P.
Calderon, Altheria	Herrera, Alfonso	Olivares, David	Turcios, Juan
Chavez, Aracely	Hodges, Charles	Pace, Brandi	Turcios, Carlos
Clark, Rickie	Jones, Ebony	Paz, Ashley	Villalobos, Lupita
El, Robert	Lee, Yassmin	Perez, Jonathan	Williams, Jared
Gravelle, Elizabeth	Luebanos, Arael	Richter, Breinn	Young, Patricia
Griffith, Barbara	Masterson, Tim	Rincón, Cynthia	
Hamilton, Melinda	Moore, Jerry		

Guests:

Community members	Dock Bookshop		
-------------------	---------------	--	--

CALL TO ORDER:

- The meeting was called to order at 5:05 p.m.
- Minutes from prior meeting amended and approved.
 - Adena Cytron-Walker motioned, Precious Poullard seconded
 - David West suggested a feedback section at the end of the agenda and minutes;
 - Question – Who is the Executive Director mentioned in the minutes? Dr. Benavidez
 - Comments – minutes misquoted; can suggestions be given to clarify the minutes? Yes.
 - Wanda McKinney – can a list of the schools trained in Restorative Practice be sent out? Yes.
- Review Racial Equity Committee (REC) Meeting Protocol

DISCUSSION ITEMS:

1. Subcommittee Updates:

- **Academics & Segregation**

- The overarching question for this subcommittee is, “How is it that students attend the schools they attend?”
- Some schools have special designation per FB (LOCAL). The subcommittee looked at the policy for these schools, e.g. Como Montessori and Daggett Montessori, and developed questions for FWISD Operations.
- Mr. Mike Naughton, Director, District Operations, was invited to present to the group to discuss data, boundaries, and current policy.
 - Some students live in a particular attendance zone/neighborhood school zone but are attending other schools.
 - Looked at boundaries and the efficient use of buildings.
 - They noted that racial equity not a factor in the discussions regarding the new boundaries.
 - The subcommittee requested that this data be broken down by race/ethnicity. They should have this information soon.
 - Looking at the district zone map, there are some areas for improvement, e.g. the new Overton Park Elementary School is not being rezoned.
 - Zones of Choice, e.g. South Hills Elementary School is zoned for both Southwest HS and South Hills HS; also Western Hills HS.
- The subcommittee plans to also review data regarding Programs of Choice and how these affect students.
- If there were to be a recommendation from this committee, it would be to ensure racial equity at the forefront of decision-making.

Questions / Comments / Concerns:

1. Are the gold bars students moving out? The data presented on the graph is for programs of choice. The gold bars represents students transferring out of their home-campus to a POC school. At Wyatt HS and Eastern Hills HS more students are transferring out than transferring in.
2. With the boundary meetings, do we know where students will go? And was racial equity not at the forefront? What about grandfathering? Racial equity was not considered; the starting point of addressing racial inequities was not the starting point driving the decisions. No plan has been presented to the Board yet; however, District Leadership feels close to completion. Yes, there will be a plan to grandfather students who have started at rezoned campuses.
3. How will the boundary changes promote diversity at campuses? For example, if a student wants to attend a Program of Choice, will that promote racial geographic diversity, and the District providing transportation?
4. Will boundary adjustments change so that Rosemont MS would go to Paschal HS rather than South Hills HS? The issue is building usage and overall facility size, e.g. portables, crowding at Paschal, etc.

5. Representation of the School Board Trustees is “attached” to boundaries. e.g. the Trustee representing Paschal HS (where I live), but the Trustee for South Hills HS represents me? Boundaries, rezoning, and census could change District lines. When governments divide lines it should be done with recommendations, not how you’re re-elected.
6. Daggett Montessori still has less than 5% Black students because of neighborhood choice and sibling choice. We still don’t see equal representation of students in Programs of Choice, including the faculty.
7. The rezoning is 85-90% complete; however, if racial equity was not at forefront, should the process be looked at again? Could it be up to this committee to make a recommendation? It would be good to have a rezoning presentation brought to this committee for recommendations, questions, etc.
8. Overarching question – demographics with neighborhood segregation? That would be another point of data needed/wanted. Schools/Programs of Choice do not necessarily desegregate a District. David Saenz could come and present and speak to the lottery system and selections. There are concerns from parents in the community. We would appreciate a deeper understanding of the process.
9. What was the timeline for this snapshot of data provided? This is current data of students attending, does not include students leaving for charters, private schools, etc.
10. Daggett Montessori – currently has 160 students. If pulled and sent to Daggett ES, it would overcrowd Daggett ES but not the MS. The situation is similar at DeZavala ES.

- **Communication**

- This subcommittee wanted to look at the history of Communications and best practices in place. FWISD was established in 1825.
- Will examine strategies of communications and racial equity. How do they target and serve communities. Acknowledging the role of whiteness in internal and external communication. How to support communications to communities who have historically been oppressed.
- The District uses a number of tools in Communications. The subcommittee looked at the lack of the users using the tools, such as the FWISD mobile app. The app can deliver messages in over 60 languages from a written message. Parents can elect to receive text, email, the app directly, and via social media. Many of the communications sent home from the campus come from the Communications department, and are translated. The Communications department realizes educating the parents is key.

Questions / Comments / Concerns:

1. Can the app be linked to online registration? Can the required background information be done online in the app (Voly)? Most of our families have a smart phone and the Communications department has been encouraging other departments to “link” to the FWISD mobile app, e.g. transportation, lunch money, etc. Communications agrees, we would want all to go through and/or be a part of the app. We can work with the developer to help link other “software”, etc. to the app, if we know about it.

2. What about access for all? Communications also sends out information via email, memos, phone calls, etc., and parents can come into to the school if needed, to register, etc.. Also, most have a smart phone, even if they do not have a computer and/or internet at home. That also brings up a good point about parent involvement, if phone numbers/addresses are updated, we need them so we can keep parents updated. We can pull reports and see who we're not reaching so Communications can follow-up. Teachers can now also contact parents and students via the app. Is it Blackboard? Yes.
3. I think it's good to broadcast out using various mediums. Do we know what parents/students are using the most? On calls we can tell more information, on email we can only see if it's been read.
4. Is there a standard/procedure to update phone numbers/addresses? No, we suggest that they update; but its not a requirement.
5. Ashley Paz mentioned at the subcommittee meeting that the District will work on communicating to the community about the census. Family Communication Liaisons are working with our parents and community.
6. If the app can translate to 60 languages, can we "push" for more translations going out? Is it mandatory to always translate as well as mandatory for parents to use? Especially during registration? Yes, we can always look for ways to improve.
7. When will the Family Communication Liaisons work with the community? I'm not sure, I can check with that department.

- **Discipline**

- The Discipline subcommittee is looking at the results of the recommendations from last year. Data views will be important for deeper dives. The Code 21 revision will result in deeper dives focusing on ethnicity and the number of times a student is referred per campus.
- They are being intentional by looking at the East side and the data for the community and the East side pyramids (Poly HS, Dunbar HS, Eastern Hills HS) and the new Family Action Center being built. They will revisit the center and it's opening in March. This will greatly impact the area and give much needed resources for this community and hopefully can address discipline and academic disparities.
- Equity score process – the Division of Equity & Excellence is looking at this, as well as models from the Baltimore and Jefferson County schools; Dr. Caldera will come in and assist with this as well.
- The committee revisited an article from the Fort Worth Star Telegram regarding Black girls and suspensions in the FWISD. FWISD has put initiatives in place, as well as other districts across the country.
- The subcommittee is working to bring the documentary "Pushout" to Fort Worth. They would like to have a screening and a panel discussion.
- Data reports are large so the subcommittee broke into smaller affinity groups: best practices, best systems; systems needing change; environment and culture (code 21); looking at grades and behavior patterns, e.g. 10th graders. Look at data by pyramids and dive deeper and look at specific areas to give specific recommendations.

Questions / Comments / Concerns: none.

- **Staffing & Recruiting**

- Dr. Yassmin Lee from HCM attended the subcommittee meeting and provided information on what HCM is doing in support of this work and how they are making changes in HCM. They are trying to hire earlier. The District is also hiring a new Chief Talent Officer for HCM.
- Greater efficiency in hiring would be key in moving forward.
- The focus of this subcommittee this year will be on the retention of staff, including supportive PD e.g. training teachers in Restorative Practices, and if they leave, why?
- Teacher transfers, what is the process of teacher transfers? There seems to be some inconsistency. Some teachers given list of transfer options and some were not so they left the District. Also, teacher pools, teacher hiring, transfers: all the processes – how can HCM be efficient to best serve our students?
- Systems within retention – being more transparent, more professional development for new teachers, on-boarding new teachers, how can other departments assist and support HCM.
- The District is not using all the potential tools in Munis to speed up the on-boarding process. We are losing potential future employees because of the length of time it takes to on-board employees.
- They want to ensure new employees know FWISD's racial equity is at the forefront
- Principals have voiced concerns about the time it takes to hire and on-board new employees. They want to explore shifting some responsibility to the Principals, e.g. calling references; working on helping giving training to assist with the on-boarding and implement processes with fidelity.
- The Leadership Academy model is possibly being considered at more campuses. What about Leadership Academies pulling high quality teachers? The District is looking at how to possibly scale up to other campuses. It would be good to look at the retention at the academies.
- What is the District doing toward hiring teachers of color to have a more diverse workforce, is that being done? The disproportion of the LatinX teachers to students is large, HCM is working on recruiting from Monterrey, Mexico.
- What about the training of new teachers in racial equity? There are questions on the application; training and professional development is needed. Principals are encouraged to provide training on culturally relevant pedagogy.
- What is HCM? Human Capital Management.
- Last year the subcommittee looked at the Principals and the training he/she gives to his/her staff, and training and retention. The subcommittee looked at the retention at each campus and it varied. Could there be a deeper dive? Exit interviews? Is the District tracking teachers leaving?

ADDITIONAL QUESTIONS/COMMENTS/CONCERNS:

- February 6, 2020 from 10-2, the Fort Worth Housing Community will have a hiring fair as well as help students help with college help (FAFSA, applications, etc.)

REMINDERS:

- *The LatinX Student Experience Seminar* - February 20-21, 2020 | PDC | Prerequisite: Beyond Diversity 2-day Seminar
- *FWISD Racial Equity Summit III* - March 21, 2020 | Texas Wesleyan University
- Please review the Guidelines for the Racial Equity Committee prior to each meeting
- Next Meeting: Tuesday, March 3, 2020 | 5-6:30 pm | Location: TBD

ADJOURN: Meeting adjourned at 6:35 p.m.

Signed:  Date: 3-3-20
Mr. Quinton "Q" Phillips, Co-Chair

Signed:  Date: 3/3/20
Dr. Max Krochmal, Co-Chair

/clm & bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Tuesday, March 3, 2020 at 5:00 p.m.

Polytechnic High School | 1300 Conner Avenue | Fort Worth, TX 76105

Committee Members Present:

Anderson, Sue	Chavez, Aracely	Jones, Trevon	Poullard, Eric
Argumedo, Miguel	Clark, Rickie	Krochmal, Dr. Max	Poullard, Precious
Balzer, Jill	Dominguez, Nyssa	Mattingly, Cissy	Scribner, Dr. Kent P.
Benavidez, Dr. Dorene	Garcia-Lopez, Norma	Nickerson, Porshe	Walker, Carlos
Bond, Clint	Grover, Barbara	Perez, Jonathan	West, Bill
Breed, Sherry	Hodges, Charles	Phillips, Quinton	Williams, Jared
	Jones, Ebony		

Committee Members Absent:

Armstrong, Sharon	Hamilton, Melinda	Moore, Jerry	Rincón, Cynthia
Calderon, Altheria	Harris, Cleveland	Moss, Christene	Turcios, Juan
Cytron-Walker, Adena	Herrera, Alfonso	Nixon, Glenn	Turcios, Carlos
Darr, Anne	Lee, Yassmin	Olivares, David	Villalobos, Lupita
El, Robert	Luebanos, Anael	Pace, Brandi	West, David
Gravelle, Elizabeth	Masterson, Tim	Paz, Ashley	Young, Patricia
Griffith, Barbara	Masterson, Twyla	Richter, Breinn	
Hall, Mia	McKinney, Wanda		

Guests:

Community members	Poly HS employees	MBK	Mike Naughton
-------------------	-------------------	-----	---------------

CALL TO ORDER:

- The meeting was called to order at 5:08 p.m.
- Minutes from prior meeting amended and approved
 Aracely Chavez motioned, Jill Balzer seconded
- Review Racial Equity Committee (REC) Meeting Protocol

DISCUSSION ITEMS:

1. Update regarding Pyramid Re-alignment and Subsequent Boundary and Attendance Zone Changes.
 - Mr. Phillips opened the discussion topic, sharing that Board Trustees voted at the last Board meeting on the boundary proposal. It was meant to come to this committee before the vote; however, with only one Board meeting in March, it has already been voted on and approved. However, is being presented tonight as a way to share information and gain additional feedback.
 - The boundary changes were presented to the community in multiple forums and venues where community feedback was taken and input into the boundary presentation was provided.
 - Dr. Scribner, Superintendent of FWISD, and Mike Naughton, then provided an overview of the boundary presentation and shared several handouts with supporting data and documentation.
 - This proposal is not perfect but does address 20 years of boundary issues. In addition, this plan ensures that boundaries are re-evaluated every school year with community feedback and with shifts in facility needs.
 - Question/Concern 1 – why the decision to improve vs. starting over? A: This is a good question in regards to highways, etc. and in regards to best serving students.
 - Question/Concern 2 – need to look at housing policies and other intersectional issues, e.g. food deserts, transportation, etc. In addition, need to work with the city and their racial equity work and how it intersects with FWISD. This will need action steps.
 - FWISD felt that having vertical alignment of curriculum (literacy, math, early childhood, etc.) with vertical alignment of pyramids of schools, will be beneficial to our students and communities. Rosemont MS is a great example with students going to several different high schools.
 - Handout – Where do high school students reside? This handout illustrates school zone enrollment and a snapshot of transfer patterns. Examining South Hills HS and Southwest HS pyramids as an example, 155 students who attend Southwest live in South Hills pyramid and 145 students who attend South Hills live in Southwest pyramid.
 - Handout – FWISD HS/MS/ES - Attend/Reside Summary. The enrollment of each school is broken down by race/ethnicity, and in which attendance zone these students reside.
 - Handout – unlabeled chart. This lists number of Programs of Choice (POC) at each comprehensive high school with students living within zone and those transferring in.
 - Question – if a student lives in the zone, do they have to apply? A: Yes.
 - Handout – unlabeled chart (red & blue). This provides the neighborhood profile and enrollment profile. Students living in the attendance zone by race/ethnicity and students enrolled by race/ethnicity. This is not census data and does not reflect those attending private/charter schools, etc.
 - Question – What combination of data did you use for racial profiling? A: Students living in the neighborhood zones.
 - It would be interesting to see the demographics of the charter schools living in these zones.
 - Dr. Krochmal sent a list of questions to Dr. Scribner and Mrs. Breed previously regarding boundary matters and the data used.
 - Dr. Scribner stated that working to untangle 20 years of boundaries is important and it will continue to be important to analyze. For example, when FWISD purchased South Hills HS, how do we draw the “perfect circles” around high schools and also include the pyramid schools? “I think vertical alignment is important. This is a methodology that we should continue to analyze and tweak.”

- Dr. Krochmal asked, when looking at history and racism and segregation, how do we look at history and how do we move forward? Also, how do we unpack the dominance of whiteness in the city of Fort Worth and FWISD and how do we look at neighborhoods?
 - A: I think it will be important to get the census data and then re-evaluate this proposal. Another concern brought up was if FWISD waited 20 years, why not wait until after the census?
- Dr. Scribner also raised the question of ‘how do we undo intentional gerrymandering?’ He then explained that this is a plan, not the final plan, but the current plan, and it will be looked at again after the census. For example, the Paschal HS pyramid – the demographics are close to the district demographics except for Tanglewood ES and Overton Park ES. The census data will be helpful as we move forward.

Additional Questions/Concerns:

- J. Perez – What about when neighborhoods are gentrified and changed? When families move to suburbs? A: (Dr. Scribner) High quality programs draw students in. In addition, housing decisions do impact our patterns and FWISD is anticipating neighborhood changes and shifts that we must be prepared for.
- C. Walker – Is combining high schools still being considered? For example, South Hills HS and Southwest HS? One school is predominantly LatinX and one is predominantly Black. If enrollment trends continue, perhaps having a Grades 9-10 campus and a Grades 11-12 campus could be considered. This could help with athletics, curriculum, and racial equity. In the Dunbar HS and Eastern Hills HS communities that is being discussed. Also, possibly doing this district-wide.
 - R. Clark – MBK students have also been discussing the idea combining schools and how that would impact them.
 - E. Poullard – Yes, this leverages communities and programs of choice and vertical alignment of curriculum, programs, and scores.
- M. Krochmal – The old gerrymandering is clearly illustrated in this data.
 - N. Garcia-Lopez – I hope this data facilitates a discussion to have equal staff at schools representing and aligning with the race/ethnicity of the students.
- T. Jones – The data does showcase how students move out of attendance zones and out of districts to charter schools, etc., but not by race/ethnicity. I’d like to see that so we can support our students of color.
- S. Breed– Understanding the value of vertical alignment is important in supporting the achievement of students, we can look at how FWISD can give resources for students and families.
 - Dr. Scribner – Yes, if a student is struggling in 4th grade and the sibling is struggling in 8th, we need to help the family and social emotional support and it supports accountability.
- R. Clark – the students at Eastern Hills ES have a high turnover rate because of the apartments. Also interesting is that if the owner lives in state, the students do well, if the owner lives out of state, the students don’t do well.
 - Dr. Scribner – Dallas ISD is thinking of going for a \$3B bond to help with the communities. For example, they would add a library in the apartment complex for books and for a place to do homework.
 - B. West – the same thing happens at Western Hills ES.

- J. Perez – Information is provided by FW Housing, WIC, etc., online; education institutions. We can use this to help disrupt racism.
 - Dr. Scribner – Yes, Jacinto Ramos mentioned this in our strategic planning session.
- Q. Phillips – FWISD needs to find ways to disrupt systems, e.g. housing and gerrymandering. I’m happy that similar conversations like today’s conversation, and conversations in the community meetings (26), were heard and used in this proposal.
- Dr. Scribner – and the Board did this different than last time when the Board decided then told the community.
- Q. Phillips – I appreciate that the REC has this chance to give their voice and that decisions are being made with a racial equity lens. In addition, I appreciate Dr. Krochmal’s comment that we can be bold and we could start from scratch and/or if we had a perfect scenario, what we do.
- Dr. Scribner – If we could start from scratch, we would have Leadership Academies in the communities that have been the most underserved.
- M. Krochmal – We’re tweaking pyramids and we haven’t done this in 20 years. We have a supportive Board now, but will we in the future? We need to ensure racial equity is at the forefront, e.g. on page 1, not on page 7; and if we are going to have truly open meetings, they need to be more open.
- Dr. Scribner – Yes, and Mrs. Breed is on the Leadership Team and attended several of the community forums.
- S. Breed – I could have been more proactive and requested that members of this committee attend the community forums.
- M. Krochmal – How do we make big decisions with a racial equity lens at the forefront?
- N. Garcia-Lopez – I wish I had this data before last week’s Board meeting.
- Dr. Scribner – families move and yes this data would have been helpful.
- E. Poullard – Will boundary changes truly change racial inequity?
 - Dr. Krochmal and Dr. Scribner – not by itself. Does this help? It can.
- A. Chavez – Is the role of the REC to provide action steps?
 - Dr. Scribner – FWISD and the city of Fort Worth need to work on the Action Steps regarding housing, transportation, food deserts, etc.
- M. Krochmal – This will also help with resources and enrollment numbers dropping, especially if the Brown and Black students are not being served.
- Dr. Scribner – Yes. The 2017 bond and its investments, and the POC resources, will help too and this proposal will help.
- N. Garcia-Lopez – The city also needs to take a cue and make changes; e.g. YMLA vs. YWLA and the surrounding neighborhood areas and disparities.
 - Dr. Scribner – Yes; if we invest in YMLA and the city doesn’t fix street lights, etc. this can be a problem.
- J. Perez – Is there a plan in the future to consolidate monies and resources?
 - Dr. Scribner – I don’t know about that, but each group in the community (faith-based, businesses, etc.) needs to come together.
- N. Garcia-Lopez – Do we need to be more aggressive/abrasive with the city?
 - Dr. Scribner – I think you should invite the city’s new Equity Director to this committee.
 - B. Grover – Ms. Brooks is presenting at the REC summit.
 - Q. Phillips – we do need to work together.

- S. Anderson – Commenting on the data, the schools with the highest percentage of white students are in the elementary schools; if you’re looking at adding POCs, the elementary schools might be good.
 - Q. Phillips – the subcommittees can work on action steps and give recommendations to the Board and Superintendent.
- R. Clark – I love seeing the African American books out for Black History Month; why are they put away after Black History Month?
 - S. Breed – We can have a conversation off line.
- D. Benavidez – We have created a template for racial equity for walkthroughs. Our goal is to have a racial equity audit to share the data with schools with curriculum, discipline data, AP courses, graduation, etc. We will try to have that data before the end of the year.
- T. Jones – on page 8 of the elementary school data, neighborhood preference is prevalent and is impacted by Board policy. When will that policy go away?
 - Dr. Scribner, Dr. Krochmal, and M. Naughton – it’s being looked at.

ADDITIONAL QUESTIONS/COMMENTS/CONCERNS:

- Rickie Clark – MBK suit drive for support begins
- Dr. Krochmal – March 25th TCU Black Women History evening and speaker

FUTURE AGENDA TOPICS:

- Race and Disparities in Healthcare

REMINDERS:

- *FWISD Racial Equity Summit III* - March 21, 2020 | Texas Wesleyan University
- Please review the Guidelines for the Racial Equity Committee prior to each meeting
- Next Meeting: Tuesday, April 7, 2020 | 5-6:30 pm | Location: TBD

ADJOURN: Meeting adjourned at 6:19 p.m.

Signed: Quinton Phillips Date: 10/15/20
 Mr. Quinton “Q” Phillips, Co-Chair

Signed: Maximilian Krochmal Date: 10/15/20
 Dr. Max Krochmal, Co-Chair

/clm & bg

enrolled in district -

does not include non-fund students (charter? pvt?)

Neighborhood Profile	Hispanic	Asian	African American	White	2 or more	Total
ARLINGTON HEIGHTS HIGH	49%	1%	24%	24%	2%	1561
BEAL ELEM	62%	0%	34%	2%	1%	413
BENBROOK ELEM	30%	0%	4%	59%	5%	534
BENBROOK HIGH	42%	1%	6%	47%	4%	1825
BRAE ELEM	87%	2%	2%	8%	1%	445
BRISCOE ELEM	24%	3%	65%	7%	1%	434
BURTON HILL ELEM	53%	1%	7%	34%	5%	322
CARTER PARK ELEM	82%	1%	14%	2%	1%	587
CARTER-RIVERSIDE HIGH	88%	2%	5%	5%	0%	1418
CHAVEZ ELEM	90%	1%	5%	3%	1%	532
CLARKE ELEM	90%	2%	3%	4%	1%	331
CLAYTON ELEM	35%	1%	6%	54%	4%	472
COMO ELEM	39%	1%	52%	3%	5%	495
CONTRERAS ELEM	94%	0%	1%	4%	0%	607
DAGGETT ELEM	74%	1%	5%	18%	2%	795
DAGGETT MID	69%	1%	15%	13%	2%	446
DAVIS ELEM	19%	22%	51%	7%	1%	799
DE ZAVALA ELEM	58%	2%	19%	19%	2%	340
DIAMOND HILL ELEM	97%	0%	0%	2%	0%	644
DIAMOND HILL-JARVIS HIGH	95%	0%	3%	2%	0%	1240
DILLOW ELEM	75%	0%	22%	2%	1%	574
DUNBAR HIGH	48%	0%	49%	1%	2%	1383
EAST HANDLEY ELEM	60%	1%	27%	7%	5%	344
EASTERN HILLS ELEM	36%	3%	51%	6%	3%	609
EASTERN HILLS HIGH	43%	2%	47%	5%	1%	1897
ELDER MID	98%	0%	1%	1%	0%	1008
ELLIOTT ELEM	19%	2%	72%	3%	4%	453
FOREST OAK MID	60%	4%	33%	3%	1%	1630
GLEN PARK ELEM	91%	0%	5%	2%	1%	558
GREEN ELEM	62%	3%	30%	4%	2%	736
GREENBRIAR ELEM	79%	1%	13%	4%	2%	588
HANDLEY MID	22%	2%	70%	3%	4%	513
HELBING ELEM	99%	0%	0%	1%	0%	440
HOWELL ELEM	88%	1%	1%	9%	1%	412
HUBBARD HEIGHTS ELEM	96%	0%	1%	2%	0%	612
HUERTA ALEM	96%	0%	2%	1%	0%	617
JACQUET MID	40%	0%	57%	2%	1%	848
JAMES MID	85%	0%	13%	1%	1%	809
JARA ELEM	96%	0%	1%	3%	0%	671
KIRKPATRICK ELEM	74%	2%	14%	10%	0%	387
KIRKPATRICK MID	91%	0%	6%	3%	0%	653
LEONARD MID	45%	0%	38%	14%	2%	881
LOGAN ELEM	39%	0%	57%	3%	2%	380
LOWERY ROAD ELEM	31%	2%	58%	6%	2%	650
MCCLUNG MID	61%	1%	35%	2%	1%	821
MCDONALD ELEM	18%	3%	69%	5%	5%	534
MCLEAN MID	66%	1%	3%	28%	2%	1437
MCRAE ELEM	92%	0%	6%	1%	0%	520
MEACHAM MID	95%	0%	2%	3%	0%	894
MEADOWBROOK ELEM	80%	1%	11%	6%	1%	554
MEADOWBROOK MID	49%	2%	40%	7%	2%	705
MENDOZA ELEM	99%	0%	0%	1%	0%	510
MERRETT ELEM	74%	0%	7%	15%	4%	643
MITCHELL BOULEVARD ELEM	34%	0%	61%	3%	2%	421
MOORE ELEM	95%	0%	2%	2%	1%	507
MORNINGSIDE ELEM	57%	0%	39%	4%	1%	431
MORNINGSIDE MID	50%	2%	43%	3%	1%	830
MOSS ELEM	48%	0%	49%	2%	1%	285
NASH ELEM	63%	1%	25%	7%	4%	197
NORTH HI MOUNT ELEM	37%	1%	21%	35%	6%	242
NORTH SIDE HIGH	95%	0%	2%	2%	0%	1779
OAKHURST ELEM	92%	1%	2%	5%	1%	574
OAKLAWN ELEM	79%	0%	17%	2%	1%	647
PASCHAL HIGH	65%	1%	5%	27%	1%	2233
PATE ELEM	24%	0%	72%	2%	2%	486

Enrollment Profile	Hispanic	Asian	African American	White	2 or more	Total
ARLINGTON HEIGHTS HIGH	52%	1%	22%	23%	2%	1902
BEAL ELEM	63%	0%	33%	2%	1%	401
BENBROOK ELEM	31%	1%	6%	56%	6%	598
BENBROOK MS/HS	41%	1%	7%	47%	3%	1754
BRAE ELEM	87%	2%	2%	8%	1%	451
BRISCOE ELEM	18%	3%	71%	7%	1%	414
BURTON HILL ELEM	52%	1%	10%	32%	4%	465
CARTER PARK ELEM	80%	1%	15%	3%	1%	593
CARTER-RIVERSIDE HIGH	89%	2%	4%	5%	1%	1116
CHAVEZ ELEM	91%	1%	4%	3%	1%	505
CLARKE ELEM	89%	2%	4%	5%	0%	419
CLAYTON ELEM	44%	1%	4%	48%	3%	551
COMO ELEM	37%	1%	54%	3%	5%	452
CONTRERAS ELEM	94%	1%	2%	2%	0%	613
DAGGETT ELEM	84%	1%	7%	7%	2%	655
DAGGETT MID	72%	2%	19%	6%	1%	393
DAVIS ELEM	19%	22%	51%	6%	1%	807
DE ZAVALA ELEM	63%	1%	19%	14%	3%	310
DIAMOND HILL ELEM	97%	0%	1%	2%	0%	636
DIAMOND HILL-JARVIS HIGH	93%	0%	4%	2%	0%	995
DILLOW ELEM	75%	0%	22%	2%	2%	530
DUNBAR HIGH	30%	0%	67%	1%	2%	888
EAST HANDLEY ELEM	59%	2%	26%	7%	5%	351
EASTERN HILLS ELEM	35%	3%	54%	4%	4%	572
EASTERN HILLS HIGH	35%	2%	56%	5%	2%	1045
ELDER MID	95%	0%	3%	2%	0%	1173
ELLIOTT ELEM	15%	2%	76%	3%	4%	420
FOREST OAK MID	59%	4%	33%	3%	1%	1289
GLEN PARK ELEM	91%	0%	5%	2%	1%	546
GREEN ELEM	63%	3%	28%	4%	2%	714
GREENBRIAR ELEM	76%	1%	15%	5%	2%	558
HANDLEY MID	17%	2%	73%	4%	4%	425
HELBING ELEM	98%	0%	1%	1%	0%	440
HOWELL ELEM	88%	2%	2%	7%	2%	383
HUBBARD HEIGHTS ELEM	97%	0%	1%	2%	0%	592
HUERTA ELEM	97%	0%	1%	1%	1%	561
JACQUET MID	35%	0%	61%	2%	1%	719
JAMES MID	82%	1%	14%	2%	1%	849
JARA ELEM	96%	0%	1%	3%	0%	673
KIRKPATRICK ELEM	73%	2%	15%	9%	0%	369
KIRKPATRICK MID	91%	0%	6%	3%	0%	514
LEONARD MID	45%	0%	40%	13%	2%	756
LOGAN ELEM	43%	0%	53%	3%	1%	381
LOWERY ROAD ELEM	31%	3%	58%	5%	2%	717
MCCLUNG MID	58%	1%	38%	2%	2%	712
MCDONALD ELEM	13%	3%	75%	4%	4%	494
MCLEAN MID	67%	2%	3%	26%	2%	1540
MCRAE ELEM	91%	0%	7%	1%	1%	588
MEACHAM MID	94%	0%	2%	3%	0%	823
MEADOWBROOK ELEM	81%	1%	12%	5%	0%	535
MEADOWBROOK MID	45%	2%	46%	5%	2%	698
MENDOZA ELEM	95%	0%	2%	3%	0%	532
MERRETT ELEM	77%	0%	7%	13%	4%	605
MITCHELL BOULEVARD ELEM	36%	0%	59%	2%	2%	424
MOORE ELEM	94%	0%	2%	2%	1%	558
MORNINGSIDE ELEM	50%	0%	43%	6%	1%	473
MORNINGSIDE MID	49%	2%	46%	3%	0%	664
MOSS ELEM	41%	0%	56%	2%	1%	399
NASH ELEM	67%	0%	22%	7%	4%	252
NORTH HI MOUNT ELEM	45%	2%	15%	34%	5%	376
NORTH SIDE HIGH	94%	0%	3%	2%	0%	1806
OAKHURST ELEM	92%	1%	1%	5%	1%	565
OAKLAWN ELEM	81%	0%	16%	2%	1%	597
PASCHAL HIGH	64%	2%	6%	27%	2%	2397
PATE ELEM	22%	0%	73%	2%	2%	442

Neighborhood Profile	Demographic Breakdown					Total
	Hispanic	Asian	African-American	White	2 or more	
PEACE ELEM	22%	5%	57%	12%	3%	502
PEAK ELEM	58%	5%	34%	2%	1%	524
PHILLIPS ELEM	53%	1%	22%	21%	3%	523
POLYTECHNIC HIGH	72%	1%	24%	2%	1%	1615
RIDGLEA HILLS ELEM	26%	2%	17%	51%	4%	721
RIVERSIDE MID	87%	1%	5%	5%	1%	1113
ROSEMONT ELEM	88%	9%	1%	2%	0%	582
ROSEMONT MID	91%	1%	5%	3%	0%	1641
ROSEN ELEM	96%	0%	1%	2%	0%	512
SAGAMORE HILL ELEM	85%	0%	12%	2%	0%	649
SELLARS ELEM	64%	0%	31%	3%	1%	544
SEMINARY HILLS PARK ELEM	60%	4%	26%	10%	0%	304
SHULKY ELEM	43%	8%	21%	23%	4%	520
SIMS ELEM	86%	0%	11%	2%	1%	680
SOUTH HI MOUNT ELEM	65%	1%	7%	23%	2%	562
SOUTH HILLS ELEM	87%	0%	3%	8%	1%	898
SOUTH HILLS HIGH	85%	1%	9%	4%	1%	2569
SOUTHWEST HIGH	40%	4%	35%	18%	3%	1170
SPRINGDALE ELEM	93%	2%	1%	3%	1%	493
STEVENS ELEM	32%	2%	38%	22%	5%	409
STRIPLING MID	60%	1%	15%	22%	2%	520
SUNRISE-MCMILLAN ELEM	46%	1%	48%	2%	3%	463
TANGLEWOOD ELEM	9%	8%	4%	74%	4%	991
TURNER ELEM	96%	0%	1%	3%	0%	386
VAN ZANDT-GUINN ELEM	38%	0%	55%	4%	2%	507
WALTON ELEM	31%	0%	64%	2%	2%	339
WASHINGTON HEIGHTS ELEM	94%	0%	5%	1%	0%	322
WAVERLY PARK ELEM	44%	1%	18%	33%	3%	792
WEDGWOOD MID	50%	2%	32%	13%	2%	1485
WEST HANDLEY ELEM	68%	1%	25%	5%	1%	460
WESTCLIFF ELEM	74%	2%	1%	21%	2%	476
WESTCREEK ELEM	56%	3%	28%	9%	3%	711
WESTERN HILLS ELEM	42%	0%	47%	7%	4%	1368
WESTERN HILLS HIGH	47%	1%	35%	14%	3%	1059
WESTPARK ELEM	26%	2%	6%	63%	4%	781
WHITE ELEM	21%	1%	73%	3%	3%	607
WILLIAM MONNING MID	42%	1%	32%	21%	4%	704
WILLIAMS ELEM	86%	0%	10%	3%	1%	400
WILSON ELEM	95%	1%	1%	3%	0%	554
WOODWAY ELEM	51%	1%	37%	6%	4%	633
WORTH HEIGHTS ELEM	98%	0%	0%	2%	0%	581
WYATT HIGH	64%	4%	30%	2%	0%	2435

Enrollment Profile	Demographic Breakdown					Total
	Hispanic	Asian	African-American	White	2 or more	
PEACE ELEM	21%	5%	60%	9%	5%	487
PEAK ELEM	55%	5%	36%	3%	1%	555
PHILLIPS ELEM	56%	1%	24%	14%	4%	492
POLYTECHNIC HIGH	74%	1%	22%	2%	1%	1202
RIDGLEA HILLS ELEM	26%	2%	19%	49%	4%	781
RIVERSIDE MID	88%	1%	5%	4%	1%	934
ROSEMONT ELEM	90%	6%	1%	2%	0%	547
ROSEMONT MID	92%	1%	5%	2%	1%	1405
ROSEN ELEM	96%	0%	1%	3%	0%	486
SAGAMORE HILL ELEM	84%	0%	14%	2%	0%	646
SELLARS ELEM	64%	1%	31%	3%	1%	538
SEMINARY HILLS PARK ELEM	61%	5%	25%	10%	0%	330
SHULKY ELEM	39%	10%	26%	20%	4%	480
SIMS ELEM	86%	0%	11%	1%	1%	655
SOUTH HI MOUNT ELEM	70%	1%	8%	18%	2%	524
SOUTH HILLS ELEM	90%	0%	3%	6%	1%	777
SOUTH HILLS HIGH	87%	1%	9%	2%	1%	1868
SOUTHWEST HIGH	45%	3%	38%	11%	2%	1376
SPRINGDALE ELEM	93%	2%	1%	2%	1%	482
STEVENS ELEM	30%	1%	35%	28%	6%	519
STRIPLING MID	60%	1%	14%	24%	2%	724
SUNRISE-MCMILLAN ELEM	43%	0%	51%	3%	3%	382
TANGLEWOOD ELEM	9%	8%	3%	76%	3%	914
TURNER ELEM	96%	0%	1%	3%	0%	428
VAN ZANDT-GUINN ELEM	42%	0%	55%	2%	1%	449
WALTON ELEM	30%	0%	65%	2%	3%	319
WASHINGTON HEIGHTS ELEM	93%	0%	6%	1%	0%	318
WAVERLY PARK ELEM	48%	1%	18%	28%	3%	783
WEDGWOOD MID	52%	2%	35%	8%	3%	1277
WEST HANDLEY ELEM	67%	1%	26%	5%	1%	497
WESTCLIFF ELEM	73%	3%	2%	18%	3%	578
WESTCREEK ELEM	62%	3%	27%	6%	3%	590
WESTERN HILLS ELEM	41%	0%	48%	7%	4%	1270
WESTERN HILLS HIGH	44%	1%	37%	14%	4%	881
WESTPARK ELEM	24%	2%	6%	65%	4%	754
WHITE ELEM	22%	1%	72%	2%	3%	554
WILLIAM MONNING MID	41%	1%	35%	18%	4%	673
WILLIAMS ELEM	80%	0%	16%	3%	1%	418
WILSON ELEM	94%	1%	2%	2%	0%	565
WOODWAY ELEM	50%	1%	41%	5%	3%	616
WORTH HEIGHTS ELEM	97%	1%	0%	2%	1%	574
WYATT HIGH	52%	6%	39%	2%	1%	1416

OUT OF DISTRICT	49%	2%	29%	17%	3%	1873
UNMATCHED	38%	4%	43%	11%	4%	716

FWISD High Schools Attend/Reside Summary

	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
	Total Residents															
ARLINGTON HEIGHTS HIGH	1266	40	35	10	33	74	27	48	40	37	41	102	51	16	82	1902
African American	299	2	4		9	24	2	2	16	5	4	26	6	6	19	424
American Indian	2															2
Asian	12	1						2				1		1	1	18
Hispanic	630	17	24	10	24	37	24	21	24	26	7	56	44	2	35	981
PacificIsland	1															1
Two or more	27	3			1	1					2	4		1	3	41
White	295	17	7		12	12	1	23	6	6	28	15	1	6	24	435
BENBROOK MS/HS	8	841			2	3		1	1	7	11	31	3	4	16	928
African American	2	51								1	3	1		1	3	62
American Indian		2														2
Asian		19				1					1					21
Hispanic	2	334			2	1			1	2	3	15	2	2	3	367
Two or more		28										2			3	33
White	4	407			1	1		1		4	4	13	1	1	7	443
CARTER-RIVERSIDE HIGH				4	4	15	2	2	6	2		1	5	3	14	1116
African American					2	2			2	1		1	1			43
Asian		34			2	2			2	1						21
Hispanic		956		4	2	8	2	2	4	1			4	2	9	994
Two or more		5													2	7
White		44			4										2	7
DIAMOND HILL-JARVIS HIGH	1				8	3	61	3	11	3		4	15	2	15	995
African American					2	3	3	1	2	1		1	3			38
American Indian				1												1
Asian																1
Hispanic	1				5	3	57	1	9	1		2	12	2	15	930
Two or more					1			1							2	2
White				20			1			1		1			1	23
DUNBAR HIGH	1	1		1	730	77		1	28	6	5	2	21	7	8	888
African American	1				473	62		1	23	4	5	2	15	2	7	593
Hispanic		1		1	236	15			5	2			5	4	1	270
Two or more					15											15
White					6							2	1	1	1	10
EASTERN HILLS HIGH	2	4			51	931	1		20	1		2	16	14	3	1045
African American	1				20	545			4	1		2	4	7	3	589
Asian					1	14								1		16
Hispanic	1				29	305	1		15				12	3		368
PacificIsland					4											4
Two or more					4											17
White					1	47			1					3		51

FWISD High Schools Attend/Reside

Summary

	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
	Total Residents															Total Enrollment
NORTH SIDE HIGH	15		33	139	22	22	1430	8	32	11	5	9	17	11	52	1806
African American			2	5	3	3	26		3		1		3	2	1	50
American Indian				1		2										3
Asian							1				1					2
Hispanic	12		30	133	19	18	1368	7	28	11	3	9	14	8	46	1706
Two or more							2									2
White	2		1			1	31	1	1					1	5	43
PASCHAL HIGH	39	12	10	4	9	30	4	1862	31	176	67	13	85	5	50	2397
African American	5	1	3	1	2	10	87	9	2	2	7	3	9		5	144
Asian						1	24		13			1	2		6	47
Hispanic	12	3	5	3	7	12	4	1174	22	144	31	3	73	1	30	1524
Pacific Islander											1	1		2		6
Two or more	1	1						2		2	4	1	1			37
White	21	7	2			7		548		15	24	4		2	9	639
POLYTECHNIC HIGH	4		9	1	95	78	2	1	957	3	4	3	28	14	3	1202
African American			2		33	4			214		3	1	2	5	3	267
Asian					1	1		9								11
Hispanic	4		7	1	61	70	2	1	704	3	1	2	26	4		886
Pacific Islander									2							2
Two or more						1			8							9
White						2		20						5		27
SOUTH HILLS HIGH	4	1	4	4	14	27	1	23	22	1583	26	4	119	5	31	1868
African American					1	13			2	132	4	1	7	1	9	170
Asian										10			3	1	2	16
Hispanic	3	1	4	4	13	14	1	22	20	1395	20		108	2	17	1624
Pacific Islander															1	1
Two or more	1									9	1	1		1	1	14
White							1			37	1	2	1	1	1	43
SOUTHWEST HIGH	10	4	5		20	38	1	14	18	243	873	13	57	23	57	1376
African American	5	1	1		8	20		3	9	60	347	4	19	10	36	523
American Indian					1					2	2					5
Asian									4	4	39	1				44
Hispanic	3	2	4		11	13	1	8	7	158	345	3	37	12	20	624
Pacific Islander											1					1
Two or more	1					2		1	3	3	19			1		27
White	1	1				3		2	2	16	120	5	1	1	1	152

	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
	Total Residents	81	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248

FWISD High Schools Attend/Reside Summary

	ARLINGTON HEIGHTS HIGH	BEIBROOK MS/HS	CARTER-RIVERSIDE HIGH	DIAMOND HIL-JARVIS HIGH	DUNBAR HIGH	EASTERN HILLS HIGH	NORTH SIDE HIGH	PASCHAL HIGH	POLYTECHNIC HIGH	SOUTH HILLS HIGH	SOUTHWEST HIGH	WESTERN HILLS HIGH	WYATT HIGH	UNMATCHED	OUT OF DISTRICT	Total Enrollment
WESTERN HILLS HIGH	21	31	4	1	3	10	6	8	6	11	11	733	4	10	22	881
African American	10	2			1	6		2	3	3	1	287	1	5	6	327
American Indian												1			1	2
Asian		1										8				9
Hispanic	3	19	2	1	2	2	6	4	3	7	1	326	3	4	9	392
Two or more	1	1	1					1			1	25			2	31
White	7	9	1			2		1		1	8	86		1	4	120
WYATT HIGH	1	1	1		32	15		2	34	8	2	3	1280	16	22	1416
African American	1				14	15			15	1	1	2	478	9	15	551
Asian													86	1	2	89
Hispanic		1	1		13			1	17	7	1	1	681	5	4	731
Two or more					2								6	1	1	10
White					3			1	2				29			35

MARINE CREEK FWISD ECHS	14	5	21	88	13	22	71	2	15	11	2	9	20	1	59	353
African American	4		1	1	4	5	1		6			2	8		4	35
Asian			1			2										3
Hispanic	6	2	18	87	9	13	68	1	9	10	2	7	12		42	286
Pacific Island						1										1
Two or more						1										2
White	4	3	2				2	1						1	11	25
YOUNG MEN'S LEADERSHIP ACADEMY	8			6	27	31	2	7	15	5	4	7	30	2	20	164
African American	5				16	25		3	3		2	3	17	2	15	91
Asian					1				1							2
Hispanic	2			6	9	6	1	4	10	5	2	2	12		4	63
Two or more					1							1			1	3
White	1						1		1			1	1		5	
YOUNG WOMEN'S LEADERSHIP ACADEMY	9	2	20	5	15	32	6	12	18	16	11	11	27	1	21	206
African American	1		1		5	19		2	6	2	3	1	6		7	53
Asian						1		1	2						3	7
Hispanic	3	1	18	5	9	10	6	8	10	13	6	9	21	1	11	131
Two or more	1				1	1					1				4	
White	4	1	1			1		1		1	1	1			11	
I M TERRELL VPA/STEM	29	9	13	4	13	51	10	29	16	32	22	12	17	2	44	303
African American	3	1	1		5	16			5		5	2	4		12	54
American Indian	1															1
Asian						5		3			2				2	13
Hispanic	6	3	9	4	7	16	10	12	11	24	7	5	13	1	13	141
Two or more	3				1	2		3			1				1	11
White	16	5	3			12		11		6	8	5		1	16	83

	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
	ARLINGTON HEIGHTS HIGH	BENBROOK MS/HIS	CARTER-RIVERSIDE HIGH	DIAMOND HILL JARVIS HIGH	DUNBAR HIGH	EASTERN HILLS HIGH	NORTH SIDE HIGH	PASCHAL HIGH	FOLYTECHNIC HIGH	SOUTH HILLS HIGH	SOUTHWEST HIGH	WESTERN HILLS HIGH	WYATT HIGH	UNMATCHED	OUT OF DISTRICT	Total Enrollment

FWISD High Schools Attend/Reside Summary

	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
TCC SOUTH FWISD ECHS	13	12	29	5	15	59	3	20	22	33	16	11	59	1	38	396
African American	2	2	1		5	15			4	2	3	3	16	1	9	63
Asian			1			5		1		1					6	14
Hispanic	8	5	27	5	10	38	3	15	16	26	8	7	43		20	231
Pacific Island															1	1
White	3	5				1		4	2	4	5	1			2	27
TEXAS ACADEMY OF BIOMEDICAL SCIENCES	50	7	16	17	22	48	20	16	28	29	9	21	32	1	40	356
African American	8				7	9			7	3	1	5	8		10	57
American Indian																1
Asian	1		1			5					2	1	2		4	16
Hispanic	27	2	15	17	15	31	20	11	20	25	4	10	21	1	15	234
Pacific Island	1															1
Two or more						1					2				4	7
White	13	5				2		5	1	1		5	1		7	40
TRIMBLE TECHNICAL HIGH	33	5	55	76	199	247	55	102	203	262	29	22	345	3	61	1697
African American	11		4	3	52	85	1	6	38	10	11	4	49	1	17	292
American Indian									1							1
Asian			1		1	5			4			1	3			15
Hispanic	22	5	48	73	140	154	54	94	155	249	17	16	292	2	40	1361
Two or more			1		3				2	1			1		1	9
White			1		3	3		2	3	2	1	1			3	19
WORLD LANGUAGES	6	1	11	8	9	12	15	11	19	17	8	3	36		20	176
African American									1				1		1	3
Hispanic	4		11	8	8	12	15	11	18	17	8	3	34		16	165
Two or more	1				1										2	2
White	1	1											1		3	6

BOULEVARD HEIGHTS	1	2	3			5	3	3	1	3	1	2	9			34
African American					1	1	1	1		1		1	3			9
Asian						1										1
Hispanic	1	1	2			1	2	1	1	1		1	5			16
White		1	1			2		1		1	1		1			8
BRIDGE ASSOC						1	1	1		1			2	1		5
African American						1										1
Hispanic										1						1
White									1				1	1		3
COOK CHILDREN'S MEDICAL CTR			1			1				1	1			1	9	13
African American						1								1	2	4
Hispanic															1	2
White			1								1				6	7

FWISD High Schools Attend/Reside	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
Summary	ARLINGTON HEIGHTS HIGH	BENBROOK MS/HIS	CARTER-RIVERSIDE HIGH	DIAMOND HILL-JARVIS HIGH	DUNBAR HIGH	EASTERN HILLS HIGH	NORTH SIDE HIGH	PASCHAL HIGH	POLYTECHNIC HIGH	SOUTH HILLS HIGH	SOUTHWEST HIGH	WESTERN HILLS HIGH	WYATT HIGH	UNMATCHED	OUT OF DISTRICT	Total Enrollment

DETENT CTR																
African American																
Asian																
Hispanic																
Two or more																
White																
INT'L NEWCOMER ACAD																
African American																
Asian																
Hispanic																
Two or more																
White																
JJAEP																
African American																
Asian																
Hispanic																
Two or more																
White																
JO KELLY SPED																
African American																
Hispanic																
White																
METRO OPPORTUNITY HIGH																
African American																
Hispanic																
Two or more																
White																
SPED PRIVATE/HOMEBOUND																
African American																
Hispanic																
White																
SUCCESS																
African American																
Asian																
Hispanic																
Two or more																
White																
TARRANT YOUTH RECOVERY																
African American																
Asian																
Hispanic																
White																

	ARLINGTON HEIGHTS HIGH	BENBROOK MS/HIS	CARTER-RIVERSIDE HIGH	DIAMOND HILL-JARVIS HIGH	DUNBAR HIGH	EASTERN HILLS HIGH	NORTH SIDE HIGH	PASCHAL HIGH	POLYTECHNIC HIGH	SOUTH HILLS HIGH	SOUTHWEST HIGH	WESTERN HILLS HIGH	WYATT HIGH	UNMATCHED	OUT OF DISTRICT	Total Enrollment
	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
Summary	Total Residents	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248
WILLOUGHBY HOUSE																
African American																7
Hispanic																4
Two or more																1
White																1
TRANSITION CENTER																2
African American	7	1	2	4	3	5	7	9	6	11	4	5	11	1	2	78
Hispanic	4				2	4	2	2	2	3	1	2	3			23
Two or more	3			4	1	1	7	5	4	6		1	7	1	2	42
White																1
Total	1561	981	1418	1240	1383	1897	1779	2233	1615	2569	1170	1059	2435	168	740	22248

FWISD Middle Schools
Attend/Reside Summary

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCCLUNG MID	MCCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
BENBROOK MID	781								17		1				1	1	2	5	1	12	5	826
African American	43							2										3	1	3	1	53
American Indian	1																					1
Asian	5																					5
Hispanic	339							12						1		1	2			1	3	359
Pacific Island																				1		1
Two or more	28																					28
White	365							3			1							2		7	1	379
DAGGETT MID		311		5	1	1	1				5			15	4	43	1	3		2	1	393
African American		56		2	1	1								7	4	3		1				75
Asian		4									1									2		7
Hispanic		229		3			1				4			7		35	1	2			1	283
Two or more		4																				4
White		18												1		5						24
ELDER MID	3	1	871	29	3	19	6	76	3	11	1	58	9	14	27	15		6	3	15	3	1173
African American			7	2	1	1		7		2		1	2	4	1		2			1		31
American Indian			1																			1
Asian			1	1				1							1							4
Hispanic	2	1	851	25	2	18	6	66	2	9		57	7	10	24	13	2	3	14	3		1115
Two or more	1		1																			2
White			10	1				2	1		1				1	2	2					20

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
FOREST OAK MID				847		8								2		2		2			20	881
African American				259		5								2		1					11	278
Asian				39																	1	40
Hispanic				521		3									1			2			4	531
PacificIsland				1																		1
Two or more				9																	3	12
White				18																	1	19
GLENCREST 6TH GRADE CENTER				405												1					2	408
African American				143												1					2	146
Asian				16																		16
Hispanic				230																		230
Two or more				2																		2
White				14																		14
HANDLEY MID				2 394	2	1			1	8	1		8						1	1	6	425
African American				1 287	1	1			1	6			7						1	1	5	311
Asian					7					2												9
Hispanic				1 70	1							1									1	74
Two or more					16																	16
White				14							1											15
JACQUET MID				14 7	664	11			3				6 4			3				3	4	719
African American				9 7	405	5			3				3 2			3				1	4	442
American Indian					2																	2
Hispanic				5	238	6							2 2							1		254
Two or more					6															1		7
White					13								1									14

FWISD Middle Schools
Attend/Reside Summary

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
JAMES MID		2		38	1	26	684		2	20	1	1	24	23	6	6		4	3		8	849
African American				9		10	81		1	2			1	9	1			1			3	118
American Indian							1		1													2
Asian				4			1						2	1								8
Hispanic				22	1	16	585			18	1	1	21	12	5	5		3	3	4	4	699
Pacificisland							1															1
Two or more							5							1								6
White				3			10									1				1	1	15
KIRKPATRICK MID			7					493	1			6								4	3	514
African American								29														29
Asian								1														1
Hispanic			7					449	1		5									4	3	469
Two or more								1														1
White								13			1											14
LEONARD MID	10	2	4	7	1	3		1	676	1	2	3	5	3	3	8	2	4	11	3	7	756
African American	1	1		1	1				283		1		1					1	3	6	6	299
American Indian									2													2
Asian									3													3
Hispanic	7	1	4	6		3		1	285	1	1	3	3	2	3	7	2	2	8	1		340
Pacificisland									1													1
Two or more									12				1							1		14
White	2								90					1		1		1	1	1	1	97
Total Residents	844	446	1008	1630	513	848	809	653	881	821	1437	894	705	830	1113	1641	520	1485	704	246	132	18160

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
Total Residents	844	446	1008	1630	513	848	809	653	881	821	1437	894	705	830	1113	1641	520	1485	704	246	132	18160
MCCLUNG MID				6	17	15	3			645			14	2	1					1	8	712
African American				5	10	14	1			228		3								1	3	268
Asian										6												6
Hispanic				1	6	1	2			389		11									1	411
Two or more					1					10											2	13
White										12											2	14
MCLEAN 6TH GRADE CENTER		12		2				1	434				1	1	1	13	1	18	3	7		494
African American		1		1					12			1								2		17
American Indian									2													2
Asian									4							2				1		7
Hispanic				1					278					1	1	9		14	1	4		316
PacificIsland		7							1													1
Two or more									4													4
White		4						1	133							2	1	4	2			147
MCLEAN MID		19		6				1	885	1		2	12	1	51	2	44	6	11	6		1046
African American		1		1					18					1	1		3			1		26
Asian				1					15						4		1					21
Hispanic		11		4					602	1		1	9	1	44		34	1	8	5		721
Two or more		1							19				1								1	22
White		6							231			1	1	1	2	2	6	5	2			256

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCCUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
MEACHAM MID			3	5	1	4		15	1	2		756	3	6	15	1		4	1	6		823
African American				1	1							15		1	1							19
Asian						1												1				2
Hispanic			3	3		3		14	2	2		720	3	5	14	1		2		6		776
Two or more												1										1
White				1				1	1		20							1	1			25
MEADOWBROOK MID	4			15	28	18	10		7	38	2	1	534	9	1	2	2	3		6	18	698
African American				7	15	6	3		5	15			242	6			1	2		4	14	320
American Indian													1									1
Asian						1				1			10							1		13
Hispanic				8	11	11	7		1	20	1	1	240	3	1	2	1			1	4	314
PacificIsland													2									2
Two or more					1				1	1			10									13
White		2				1				1	1	29						1				35
MORNINGSIDE MID	7			15			2							628	1	3	2	1		2	3	664
African American				7										288	1		2			2	1	305
American Indian														1								1
Asian				2																		13
Hispanic				6			2						307		3		1			1	1	323
PacificIsland		3																1				1
Two or more													3									3
White													18									18

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
RIVERSIDE MID		1	2	1	1	2	2	3				7	2	2	902			2	1	4	3	934
African American				1		1							2	2	37			2		1		44
Asian															12					1		13
Hispanic		1	2			1	2	3				6	2		799				1	2	3	822
Two or more															13							13
White												1			41							42
ROSEMONT 6TH GRADE CENTER		1	3	1	3	1	2	1	1	4	4		1	1	445			7	3	6	6	474
African American				1			1								22			3	1			28
American Indian															1							1
Asian															2							2
Hispanic		1	1	1			1	1	1	4			1	1	405			3	2	6	6	425
Two or more						1									2							3
White				1											13			1				15
ROSEMONT MID		1		7		2	2	2	2	1	16		2	2	883			10		5		931
African American							1						1	1	37					1		40
Asian															6			1				7
Hispanic		1	7			2	1	2	2	1	16		1	1	817			9	4			861
Two or more															6							6
White															17							17
STRIPLING MID	4	5	18	12	4	4	8	6	15	10	11	2	15	9	20	10	469	31	49	14	8	724
African American				2	1	1	3	1	1	1	1	1	1	8			69	3	3	3	1	98
Asian									1								4		2			7
Hispanic	1	2	18	10	3	3	5	6	9	9	5	2	11		17	10	281	19	13	9	1	434
Two or more	1								1					1			10		1			14
White	2	3							3		5	3	3		3	105		9	30	2	6	171

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
WEDGWOOD 6TH GRADE CENTER			1	9	1	4	3		3		3		3	3	1	5		385	2	4		427
African American				2	1		1		3		1		1	1				132	1	2		145
Asian																		5				5
Hispanic			1	6		4	2				2			1	1	5		204	1	2		229
Two or more				1														12				13
White													2	1				32				35
WEDGWOOD MID	2		1	15	1	3	3		3	1	5			6		16	1	772	3	16	2	850
African American	1			2			1		2	1	1			3		1		288	1	6		307
American Indian																		1				1
Asian																		18				18
Hispanic	1		1	13	1	3	2			3				3		15	1	381	1	7	2	434
Two or more																		17		2		19
White									1		1							67	1	1		71
WILLIAM MONNING MID	14	6		11	4	3	3	1	54	7	3	2	3	9	14	1	5	15	496	18	4	673
African American	1			9	2	3	1		21	6				4	1	1	1	3	174	6	2	235
American Indian																			1			1
Asian	1																		7			8
Hispanic	5	4		2	1		2	1	23	1	3	2	2	5	11		3	3	201	7	1	277
Two or more	2	1			1				1				1					1	22			29
White	5	1						9							2		1	8	91	5	1	123
Total Residents	844	446	1008	1630	513	848	809	653	881	821	1437	894	705	830	1113	1641	520	1485	704	246	132	18160

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
Total Residents	844	446	1008	1630	513	848	809	653	881	821	1437	894	705	830	1113	1641	520	1485	704	246	132	18160
APPLIED LEARNING ACADEMY	12	3	16	9	8	2	4	6	33	6	17	17	7	5	51	12	8	60	24	24	1	325
African American				4	5		1	1	5	1			1	3	1	2		8	4	8		44
American Indian																		1				1
Asian																		2				2
Hispanic	5	1	16	5	3	2	3	5	19	3	5	16	4	1	43	9	5	9	7	6		167
Two or more											1		1					4	4	1	1	12
White	7	2							9	2	11	1	1	1	7	1	3	36	9	9		99
COMO MONTESSORI	1	1	1	3	2	1	1	1	7	3	1	1	2	1	2	3	3	11	60	6	105	
African American	1			2	2				1	1			1	1		1	1	8	22	3		43
Asian																			1			1
Hispanic		1	1	1			1	1	1	2	1	1	1		2		2	2	36	1		52
White								5										1	1	2		9
DAGGETT MONTESSORI	48	2	6	7	3	2	3	2	12	2	12	5	8	1	1	31	27	2	2	1	157	
African American				1	3	2						1	5			1	2					15
Asian		1			1											3						5
Hispanic		30	2	5	3	1				1	9	1	3			26		16	1	1		99
Two or more																			1			1
White		17								1	3	3			1	1		9		2		37
WORLD LANGUAGES	8	6	25	38	4	6	29	15	14	9	6	10	11	15	14	24	9	15	11	16	285	
African American				1				1		1				2						2		7
Hispanic	7	3	25	37	4	6	29	14	14	7	4	10	11	11	14	23	7	10	9	11		256
Pacific Island																				1		1
Two or more		1																		1		2
White	1	2								1	2			2		1	2	5	2	1		19

FWISD Middle Schools
Attend/Reside Summary

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
Total Residents	844	446	1008	1630	513	848	809	653	881	821	1437	894	705	830	1113	1641	520	1485	704	246	132	18160
YOUNG MEN'S LEADERSHIP ACADEMY		1	9	25	14	31	9	4	6	15	1	7	22	8	9	9	1	14	13	15	2	215
African American				14	11	19	2	1	1	5	1		11	1	1			8	10	12	2	99
Asian														2				3				5
Hispanic			9	11	2	12	7	3	3	10		7	6	5	7	9	1	2	2	2		98
PacificIsland													1									1
Two or more		1							1				1		1					1		5
White					1				1				3					1	1			7
YOUNG WOMEN'S LEADERSHIP ACADEMY	5	8	19	21	9	12	7	13	9	8	14	7	16	16	16	15	5	20	10	22	1	253
African American		1		4	6	2	1	2		3			7	1	1	1	1	5	5	9		49
Asian				1										4				2	1			8
Hispanic	3	2	19	15	3	10	6	11	9	5	5	7	6	10	14	14	3	11	2	9	1	165
Two or more		1													1		1					3
White	2	4		1							9		3	1				2	3	3		28

BOULEVARD HEIGHTS				1					1		2		1	2				3				10
African American											1											1
Asian																		1				1
Hispanic				1										2				1				4
White									1		1		1					1				4
BRIDGE ASSOC				1																	1	2
Hispanic				1																		1
White																						1

FWISD Middle Schools
Attend/Reside Summary

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCCLEUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment	
COOK CHILDREN'S MEDICAL CTR											1			1			1	1	1	13	3	20	
Hispanic																							
Two or more																							
White																							
DETENT CTR			2	1	1	1		2			1					1				2		20	
African American			1	1	1		2				1					1						12	
Hispanic			1																	1		5	
White																						3	
JJAEP						2			3				1		1	2				4	1	15	
African American						2			3				1									7	
Hispanic																						7	
White													1			2				4		7	
JO KELLY SP ED	1										1		1									1	
African American				1	1			2			1		1									9	
Hispanic																						3	
White													1									5	
INT'L NEWCOMER ACAD	2	8	21	56	4	7	18	13	10	19	5	15	10	15	9	30	2	9	2	4	4	263	
African American		1		29	2	2			2					2		1		2		2	1	44	
Asian				2												1		1				5	
Hispanic	2	7	20	21	2	5	18	11	8	19	5	15	10	13	9	28	1	6	2	2	2	206	
White			1	4				2													1	8	

**FWISD Middle Schools
Attend/Reside Summary**

	BENBROOK MID	DAGGETT MID	ELDER MID	FOREST OAK MID	HANDLEY MID	JACQUET MID	JAMES MID	KIRKPATRICK MID	LEONARD MID	MCLUNG MID	MCLEAN MID	MEACHAM MID	MEADOWBROOK MID	MORNINGSIDE MID	RIVERSIDE MID	ROSEMONT MID	STRIPLING MID	WEDGWOOD MID	WILLIAM MONNING MID	OUT OF DISTRICT	UNMATCHED	Total Enrollment
MIDDLE LEVEL LEARNING CENTER	1		6	14	2	4		2	11	8	3	1		3	6	8	3	8	2		1	83
African American			1	11	2	4			8	7				2	1	1	3	3			1	44
Hispanic			5	3				2	2	1	3	1		1	5	7		3	2			35
Two or more									1													1
White	1																	2				3
SPED PRIVATE/HOMEBOUND									1													1
Hispanic									1													1
TARRANT YOUTH RECOVERY																						1
Hispanic																				1		1
WOMEN'S HAVEN								2														2
Hispanic								2														2
																						2

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE OCTOBER 20, 2020**

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: Board approves T-TESS Appraisers Fort Worth ISD Campus Administrators, as defined in 19 TAC §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three years in a supervisory role directly related to the appraised area.
3. Minimum of one-year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since October 20, 2020
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since October 20, 2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since October 20, 2020

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Student and School Support
Office of Innovation

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

David Saenz
Raul Peña
Cherie Washington

FWISD Administrators to be Board Certified - November 10, 2020

Loc # - Campus 	Position	First Name	Last Name	TTESS Certified	Certification Current
143 D. McRae ES	Assistant Principal	Tranessa	Fisher	Yes	Yes
059 Jacquet, J. Martin MS	Principal	Kristin	Foreman	Yes	Yes
125 Eastern Hills ES	Assistant Principal	Charmika	May	Yes	Yes
152 Oaklawn ES	Assistant Principal	Angela	McCone	Yes	Yes
104 Boulevard Heights	Assistant Principal	Matrail	Rogers	Yes	Yes

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE EXTENSION OF INTERNET ACCESS SERVICES (E-RATE ELIGIBLE)

BACKGROUND:

On June 23, 2020, the Board approved Internet access to support the instructional and administrative needs of the District. The RFP had no options to renew in future years, so we had services extended from July 1 through November 29, 2020, with the current vendor for our two circuit sites - with plans to then obtain these same services through a Region 11 cooperative. However, our bandwidth needs have increased to the point of needing an additional 10 Gigabyte (GB) per month, and Region 11 is not able to meet these needs at this time. With this development, it is in the District's best interest to stay with the original vendor through June 30, 2021. Next summer, the bandwidth will be re-evaluated. The service is E-Rate eligible.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Extension of Internet Access Services (E-Rate Eligible)
2. Decline to Approve Extension of Internet Access Services (E-Rate Eligible)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Extension of Internet Access Services (E-Rate Eligible)

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-814-999-99-427-000000
(\$48,694.37 total cost with E-Rate discount - \$16,946.91 that was approved by the Board June 23, 2020)

COST:

\$31,747.46

VENDOR:

Zayo Group, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid #16-045

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The District needs to support continuity of service with enough bandwidth for Internet access, which is vital for instructional and administrative operations.

INFORMATION SOURCE:

Art Cavazos

FWISD

Internet Access Services 2020-2021 Budget Year - Increase to 50 Gbps on November 1, 2020

	Monthly Cost	USF FEES	Total Cost	E-Rate discount	Net Due for FWISD
7/1/2020	\$ 33,970.00	\$ 3,023.36	\$ 36,993.36	\$ 33,294.02	\$ 3,699.34
8/1/2020	\$ 33,970.00	\$ 3,023.36	\$ 36,993.36	\$ 33,294.02	\$ 3,699.34
9/1/2020	\$ 33,970.00	\$ 3,023.36	\$ 36,993.36	\$ 33,294.02	\$ 3,699.34
10/1/2020	\$ 33,970.00	\$ 3,023.36	\$ 36,993.36	\$ 33,294.02	\$ 3,699.34
11/1/2020	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
12/1/2020	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
1/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
2/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
3/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
4/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
5/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
6/1/2021	\$ 38,970.00	\$ 3,401.28	\$ 42,371.28	\$ 38,134.15	\$ 4,237.13
Totals for 2020-2021 IA	\$ 447,640.00	\$ 39,303.68	\$ 486,943.68	\$ 438,249.31	\$ 48,694.37

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE 2020-2021 CAMPUS IMPROVEMENT PLANS

BACKGROUND:

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

Each CIP must:

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

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

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 Campus Improvement Plans
2. Decline to Approve 2020-2021 Campus Improvement Plans
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Campus Improvement Plans

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar
Raúl Peña
Cherie Washington
David Saenz

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: JULY 1, 2020 – SEPTEMBER 30, 2020

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2020 – September 30, 2020, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2020 – September 30, 2020, totaled \$478,098. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for the Period: July 1, 2020 – September 30, 2020
2. Decline to Approve Quarterly Investment Report for the Period: July 1, 2020 – September 30, 2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: July 1, 2020 – September 30, 2020

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

None

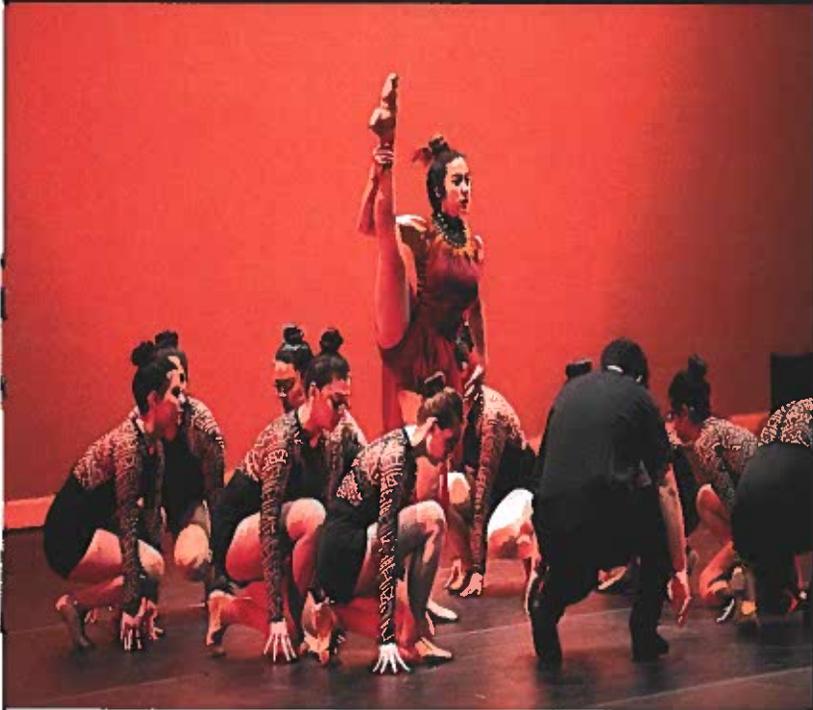
RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL).

INFORMATION SOURCE:

Michael Ball

Fort Worth Independent School District



Published: October 5, 2020

Quarterly Investment Report

July 1, 2020 – September 30, 2020

Mr. Michael Ball, CPA
Chief Financial Officer

Mr. David Johnson, CPA
Senior Officer, Budget & Finance

Ms. Gloria Bey, CPA
Controller

Ms. Tonya D. Wright
Treasurer



Fort Worth
INDEPENDENT SCHOOL DISTRICT



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
07/01/2020 - 09/30/2020

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 0.09%
 Interest Earned During the Period: \$478,098
 Interest Earned Fiscal Year to Date: \$478,098

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2013 BOND	9,686,180.99	9,686,180.99	9,686,180.99	1.72	0.20	1
CIP-2017 BOND FUND	262,740,534.35	262,740,534.35	262,740,534.35	46.52	0.26	1
Food Service Fund	3,258.23	3,258.23	3,258.23	0.00	0.25	1
General Operating Fund	224,454,283.08	224,457,005.28	224,456,442.01	39.74	0.32	7
Interest & Sinking Debt Service Fund	34,330,651.25	34,330,651.25	34,330,651.25	6.08	0.17	1
Internal Finance Fund	5,003,571.58	5,003,571.58	5,003,571.58	0.89	0.25	1
Scholarships	559,705.36	583,129.24	580,939.47	0.10	0.25	1
TRE FUND	27,962,271.26	27,962,271.26	27,962,271.26	4.95	0.26	1
Total / Average	564,740,456.10	564,766,602.18	564,763,849.14	100.00	0.28	3


 Mr. Michael Ball, Chief Financial Officer

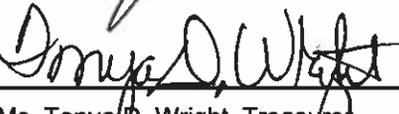
10/19/2020
 Date


 Mr. David Johnson, Senior Officer

10/12/2020
 Date


 Ms. Gloria Bey, Controller

10/18/2020
 Date


 Ms. Tonya D. Wright, Treasurer

10/12/2020
 Date

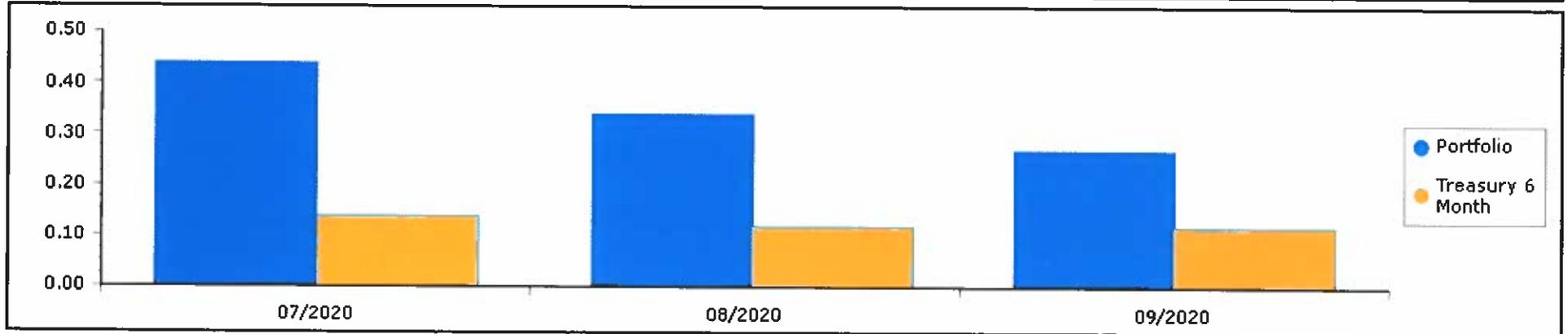


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2020, End Date: 9/30/2020

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
7/31/2020	554,051,498.52	197,560.42	0.00	197,560.42	539,393,778.55	0.04	0.44	0.14
8/31/2020	517,279,626.60	151,278.44	0.00	151,278.44	539,241,573.97	0.03	0.34	0.12
9/30/2020	579,279,598.07	129,259.47	0.00	129,259.47	569,045,268.20	0.02	0.27	0.12
Total/Average	554,051,498.52	478,098.33	0.00	478,098.33	548,847,911.75	0.09	0.35	0.13

Annualized TRR-BV

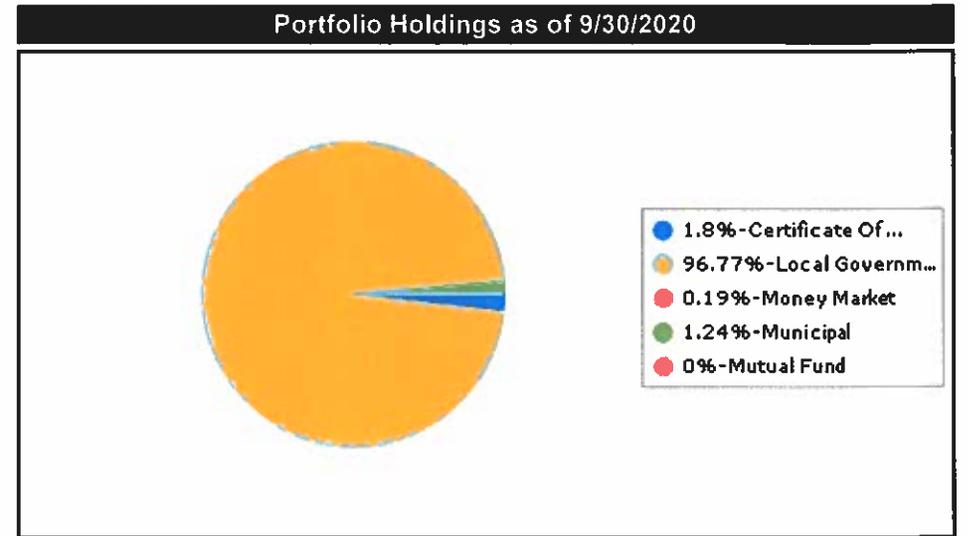
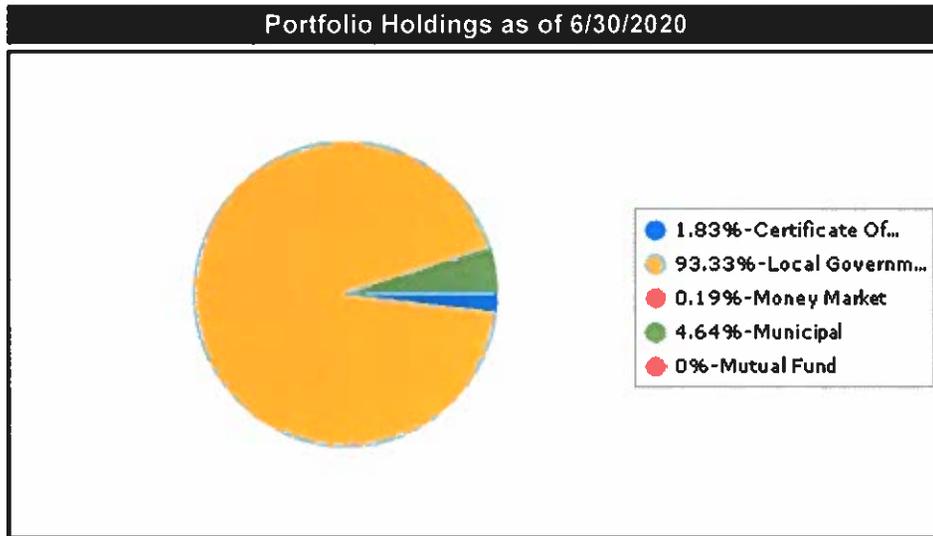




Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 6/30/2020, End Date: 9/30/2020

Security Sector Allocation				
Security Sector	Book Value 6/30/2020	% of Portfolio 6/30/2020	Book Value 9/30/2020	% of Portfolio 9/30/2020
Certificate Of Deposit	10,121,052.33	1.83	10,167,074.65	1.80
Local Government Investment Pool	516,757,081.68	93.33	546,529,406.25	96.77
Money Market	1,061,380.86	0.19	1,061,763.31	0.19
Municipal	25,705,743.79	4.64	6,982,158.93	1.24
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	553,668,704.66	100.00	564,763,849.14	100.00

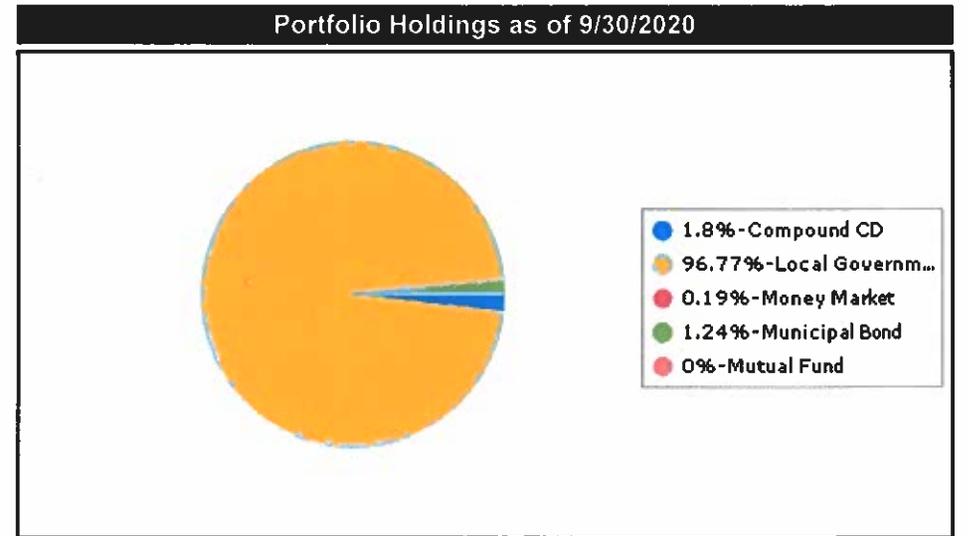
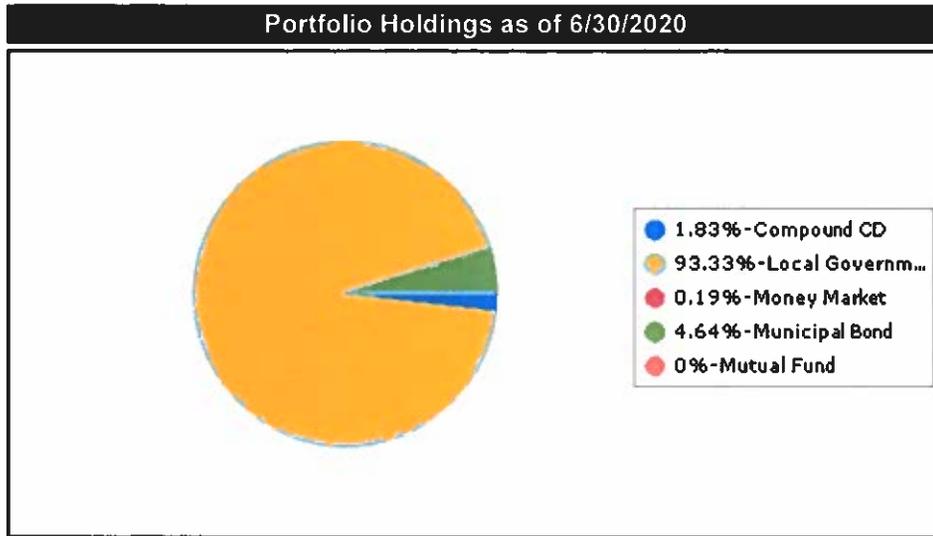




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2020, End Date: 9/30/2020

Security Type Allocation				
Security Type	Book Value 6/30/2020	% of Portfolio 6/30/2020	Book Value 9/30/2020	% of Portfolio 9/30/2020
Compound CD	10,121,052.33	1.83	10,167,074.65	1.80
Local Government Investment Pool	516,757,081.68	93.33	546,529,406.25	96.77
Money Market	1,061,380.86	0.19	1,061,763.31	0.19
Municipal Bond	25,705,743.79	4.64	6,982,158.93	1.24
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	553,668,704.66	100.00	564,763,849.14	100.00





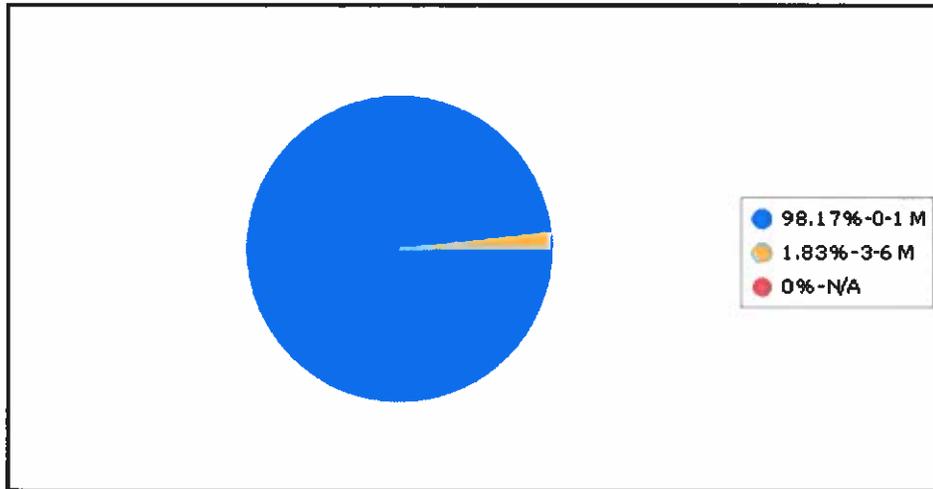
Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 6/30/2020, End Date: 9/30/2020

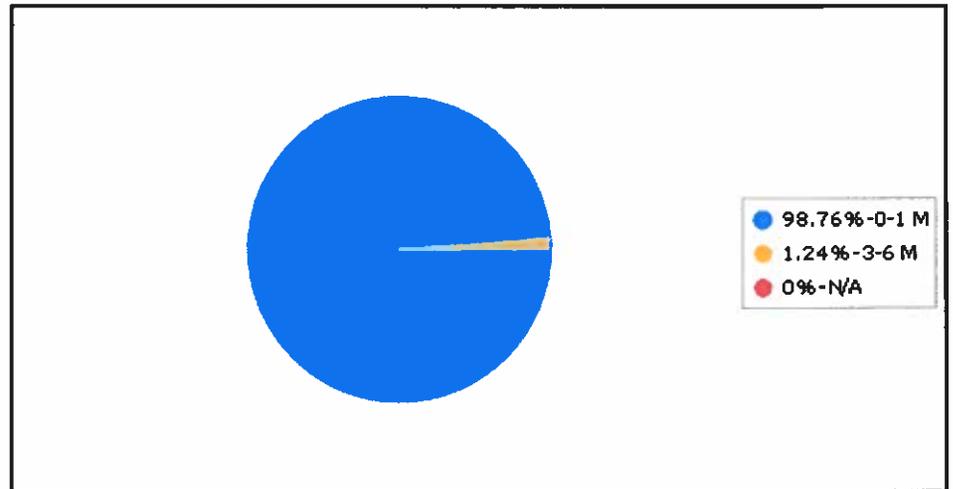
Maturity Range Allocation

Maturity Range	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 9/30/2020	% of Portfolio 9/30/2020
0-1 Month	543,523,462.54	98.17	557,758,244.21	98.76
3-6 Months	10,121,052.33	1.83	6,982,722.20	1.24
N/A	25,480.94	0.00	25,635.77	0.00
Total / Average	553,669,995.81	100.00	564,766,602.18	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 9/30/2020

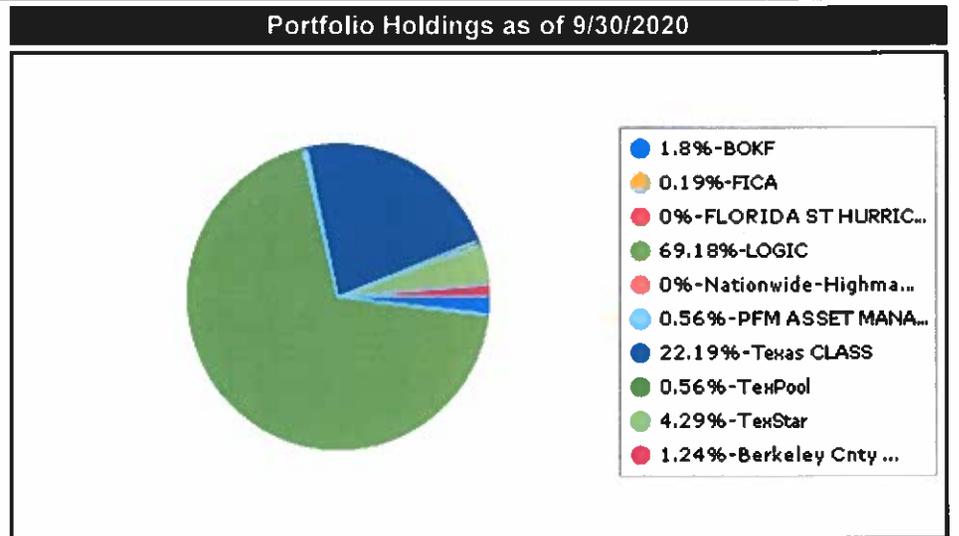
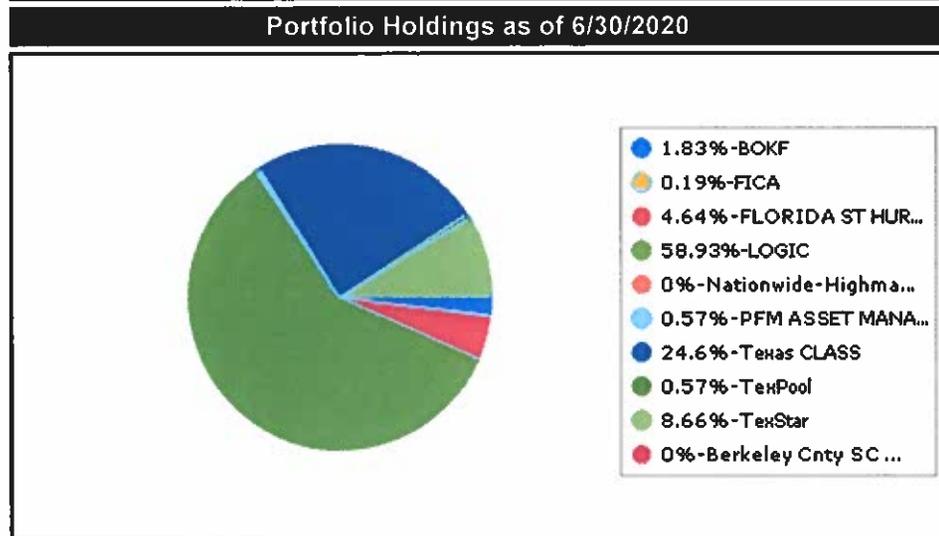




Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

Begin Date: 6/30/2020, End Date: 9/30/2020

Issuer Allocation					
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 9/30/2020	% of Portfolio 9/30/2020	
BOKF	10,121,052.33	1.83	10,167,074.65	1.80	
FICA	1,061,380.86	0.19	1,061,763.31	0.19	
FLORIDA ST HURRICANE	25,705,000.00	4.64	0.00	0.00	
LOGIC	326,298,115.95	58.93	390,679,772.74	69.18	
Nationwide-Highmark Bond	25,480.94	0.00	25,635.77	0.00	
PFM ASSET MANAGEMENT	3,150,753.07	0.57	3,152,104.58	0.56	
Texas CLASS	136,204,958.77	24.60	125,310,844.94	22.19	
TexPool	3,137,661.95	0.57	3,139,068.06	0.56	
TexStar	47,965,591.94	8.66	24,247,615.93	4.29	
Berkeley Cnty SC SCH Dist	0.00	0.00	6,982,722.20	1.24	
Total / Average	553,669,995.81	100.00	564,766,602.18	100.00	





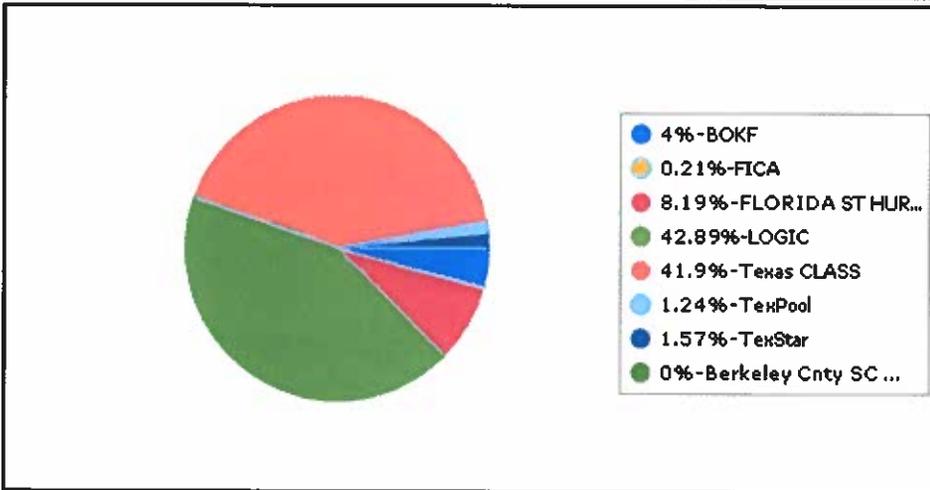
Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 6/30/2020, End Date: 9/30/2020

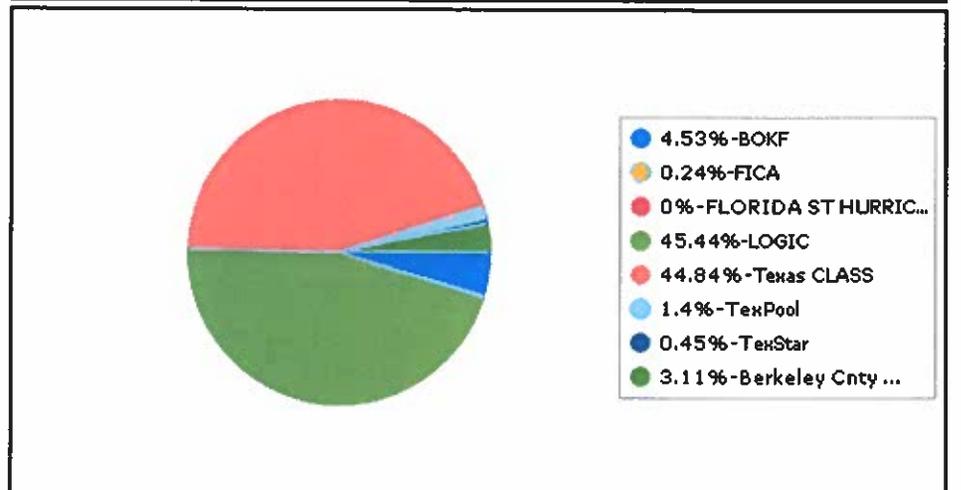
Issuer Allocation

Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 9/30/2020	% of Portfolio 9/30/2020
BOKF	10,121,052.33	4.00	10,167,074.65	4.53
FICA	528,985.00	0.21	529,175.60	0.24
FLORIDA ST HURRICANE	20,705,000.00	8.19	0.00	0.00
LOGIC	108,441,799.09	42.89	101,982,840.74	45.44
Texas CLASS	105,950,934.73	41.90	100,654,529.74	44.84
TexPool	3,137,661.95	1.24	3,139,068.06	1.40
TexStar	3,966,389.60	1.57	1,001,594.29	0.45
Berkeley Cnty SC SCH Dist	0.00	0.00	6,982,722.20	3.11
Total / Average	252,851,822.70	100.00	224,457,005.28	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 9/30/2020



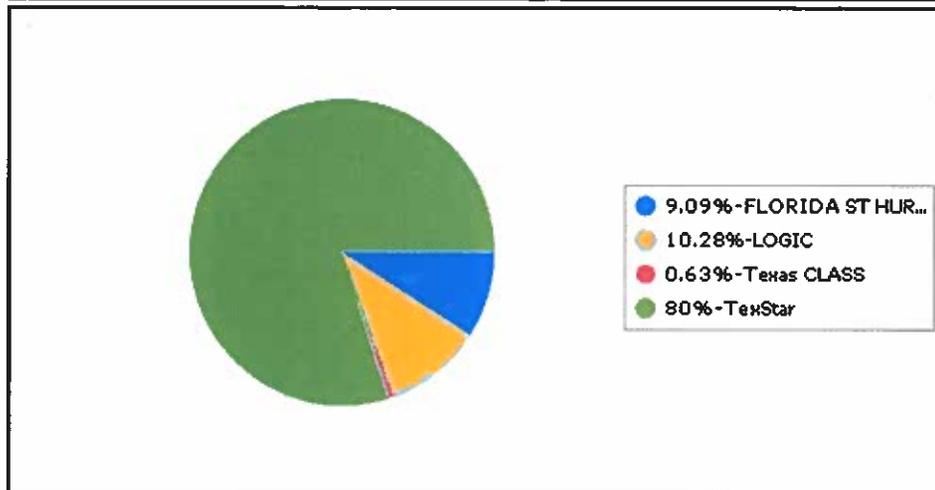


Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

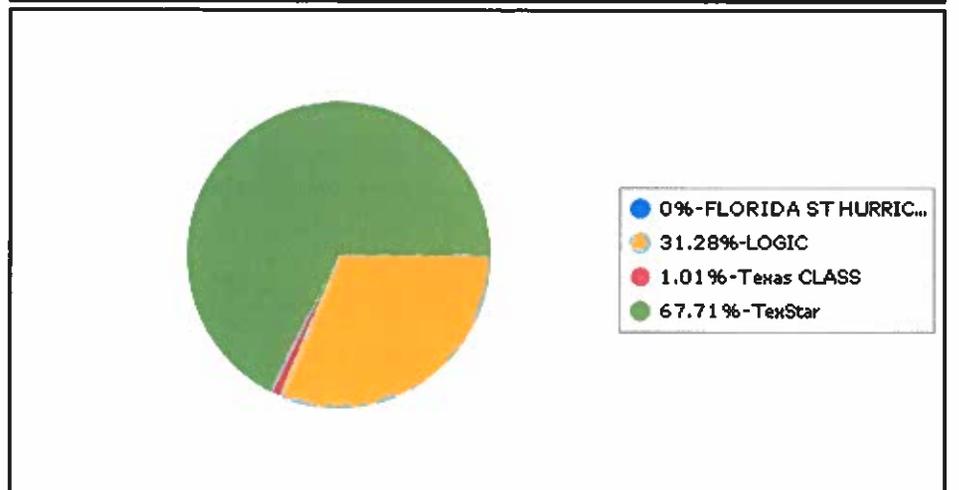
Begin Date: 6/30/2020, End Date: 9/30/2020

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 9/30/2020	% of Portfolio 9/30/2020
FLORIDA ST HURRICANE	5,000,000.00	9.09	0.00	0.00
LOGIC	5,651,851.81	10.28	10,739,466.97	31.28
Texas CLASS	344,865.69	0.63	345,162.64	1.01
TexStar	43,999,202.34	80.00	23,246,021.64	67.71
Total / Average	54,995,919.84	100.00	34,330,651.25	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 9/30/2020



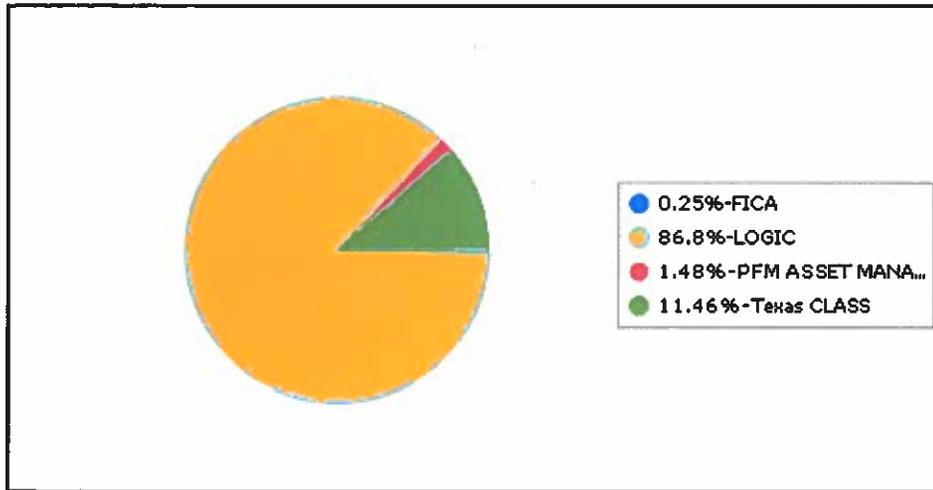


Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

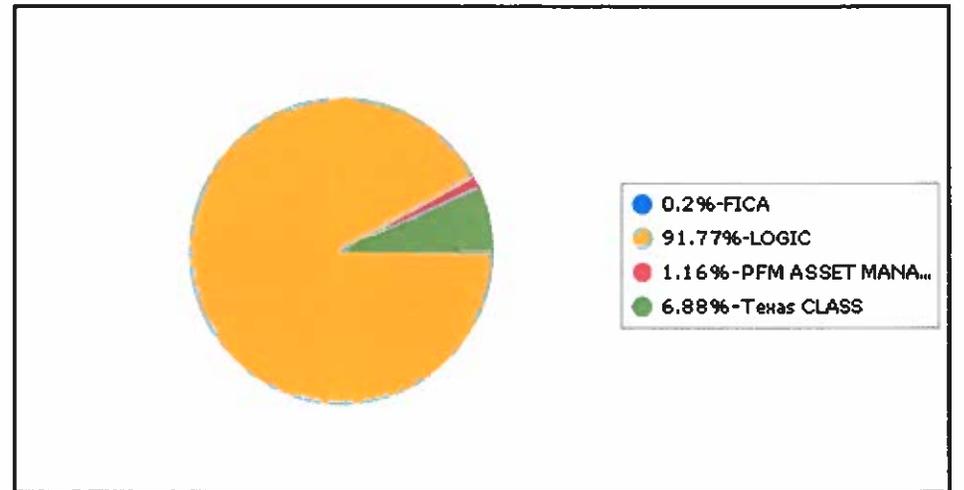
Begin Date: 6/30/2020, End Date: 9/30/2020

Issuer Allocation				
Issuer	Market Value 6/30/2020	% of Portfolio 6/30/2020	Market Value 9/30/2020	% of Portfolio 9/30/2020
FICA	532,395.86	0.25	532,587.71	0.20
LOGIC	184,415,810.58	86.80	249,995,193.77	91.77
PFM ASSET MANAGEMENT	3,150,753.07	1.48	3,152,104.58	1.16
Texas CLASS	24,349,622.04	11.46	18,746,829.28	6.88
Total / Average	212,448,581.55	100.00	272,426,715.34	100.00

Portfolio Holdings as of 6/30/2020



Portfolio Holdings as of 9/30/2020





Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2020

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CIP-2013 BOND								
FICA MM		9/10/2015	532,587.71	100.00	532,587.71	0.09%	NR	1
FICA9057CIP2013	532,587.71	0.10	532,587.71	0.10		0.00	NR	0
LOGIC LGIP		9/18/2014	402,437.12	100.00	402,437.12	0.07%	NR	1
LOGIC13002	402,437.12	0.26	402,437.12	0.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		10/20/2016	3,152,104.58	100.00	3,152,104.58	0.56%	NR	1
PFM-1265-01	3,152,104.58	0.14	3,152,104.58	0.14		0.00	NR	0
Texas CLASS LGIP		4/14/2014	5,162,200.75	100.00	5,162,200.75	0.91%	S&P-AA+	1
TXCLASS0007	5,162,200.75	0.25	5,162,200.75	0.25		0.00	NR	0
Texas CLASS LGIP		12/1/2016	436,850.83	100.00	436,850.83	0.08%	NR	1
TXCLASS4001	436,850.83	0.14	436,850.83	0.14		0.00	NR	0
			9,686,180.99		9,686,180.99	1.71%		1
Sub Total CIP-2013 BOND	9,686,180.99	0.20	9,686,180.99	0.20		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	249,592,756.65	100.00	249,592,756.65	44.19%	NR	1
LOGIC13006	249,592,756.65	0.26	249,592,756.65	0.26		0.00	NR	0
Texas CLASS LGIP		5/4/2018	13,147,777.70	100.00	13,147,777.70	2.33%	NR	1
TXCLASS0009	13,147,777.70	0.25	13,147,777.70	0.25		0.00	NR	0
			262,740,534.35		262,740,534.35	46.52%		1
Sub Total CIP-2017 BOND FUND	262,740,534.35	0.26	262,740,534.35	0.26		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	3,258.23	100.00	3,258.23	0%	S&P-AA+	1
TXCLASS0002	3,258.23	0.25	3,258.23	0.25		0.00	NR	0
			3,258.23		3,258.23	0%		1
Sub Total Food Service Fund	3,258.23	0.25	3,258.23	0.25		0.00		0
General Operating Fund								



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 9/30/2020

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Berkeley Cnty SC SCH Dist 0.375 3/1/2021 084203XD5	6,980,000.00	9/10/2020 0.30	6,982,443.00 6,982,158.93	100.04 0.28	6,982,722.20 1,454.17	1.24% 563.27	S&P-AA+ Moody's-Aa2	152 0.42
BOKF 1.8 10/29/2020 CDARS83893	10,167,074.65	10/30/2019 1.80	10,167,074.65 10,167,074.65	100.00 1.80	10,167,074.65 0.00	1.8% 0.00	NR NR	29 0.08
FICA MM FICA9057-GO	529,175.60	2/8/2016 0.10	529,175.60 529,175.60	100.00 0.10	529,175.60	0.09% 0.00	NR NR	1 0
LOGIC LGIP LOGIC13001	101,982,840.74	9/25/2014 0.26	101,982,840.74 101,982,840.74	100.00 0.26	101,982,840.74	18.06% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0001	100,654,529.74	5/31/2010 0.25	100,654,529.74 100,654,529.74	100.00 0.25	100,654,529.74	17.82% 0.00	S&P-AA+ NR	1 0
TexPool LGIP TEXPOOL00001	3,139,068.06	6/30/2010 0.15	3,139,068.06 3,139,068.06	100.00 0.15	3,139,068.06	0.56% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR11110	1,001,594.29	5/31/2010 0.13	1,001,594.29 1,001,594.29	100.00 0.13	1,001,594.29	0.18% 0.00	S&P-AA+ NR	1 0
Sub Total General Operating Fund	224,454,283.08	0.32	224,456,726.08 224,456,442.01	0.32	224,457,005.28 1,454.17	39.75% 563.27		7 0.02
Interest & Sinking Debt Service Fund								
LOGIC LGIP LOGIC13003	10,739,466.97	12/2/2014 0.26	10,739,466.97 10,739,466.97	100.00 0.26	10,739,466.97	1.9% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0003	345,162.64	5/31/2010 0.25	345,162.64 345,162.64	100.00 0.25	345,162.64	0.06% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR33330	23,246,021.64	5/31/2010 0.13	23,246,021.64 23,246,021.64	100.00 0.13	23,246,021.64	4.12% 0.00	S&P-AA+ NR	1 0
Sub Total Interest & Sinking Debt Service Fund	34,330,651.25	0.17	34,330,651.25	0.17	34,330,651.25	6.08% 0.00		1 0
Internal Finance Fund								



**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 9/30/2020

Description	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Texas CLASS LGIP		5/31/2010	5,003,571.58	100.00	5,003,571.58	0.89%	S&P-AA+	1
TXCLASS0005	5,003,571.58	0.25	5,003,571.58	0.25		0.00	NR	0
Sub Total Internal Finance Fund	5,003,571.58	0.25	5,003,571.58	0.25	5,003,571.58	0.89%		1
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	11.59	25,635.77	0%	NR	
HIGHMARK857	2,211.89		23,446.00			2,189.77	NR	
Texas CLASS LGIP		4/24/2014	557,493.47	100.00	557,493.47	0.1%	S&P-AA+	1
TXCLASS0008	557,493.47	0.25	557,493.47	0.25		0.00	NR	0
Sub Total Scholarships	559,705.36	0.25	580,939.47	0.25	583,129.24	0.1%		1
TRE FUND								
LOGIC LGIP		3/8/2018	27,962,271.26	100.00	27,962,271.26	4.95%	NR	1
LOGIC13005	27,962,271.26	0.26	27,962,271.26	0.26		0.00	NR	0
Sub Total TRE FUND	27,962,271.26	0.26	27,962,271.26	0.26	27,962,271.26	4.95%		1
TOTAL PORTFOLIO	564,740,456.10	0.28	564,764,133.21	0.28	564,766,602.18	100.00%		3
			564,763,849.14		1,454.17	2,753.04		0.01

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

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

BACKGROUND:

The 2020-2021 Consolidated General Fund Budget was initially adopted on June 23, 2020, and last amended through the period ended September 15, 2020. During the month of October 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 October 31, 2020
2. Decline to Approve Budget Amendment for the Period Ended October 31, 2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended October 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 October 31, 2020**

	Consolidated General Fund 2020-2021 Approved Budget 10/20/2020	Adjustments	Consolidated General Fund 2020-2021 Amended Budget 10/31/2020
REVENUE & OTHER SOURCES			
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
EXPENDITURES			
11 Instruction	\$470,763,161	(\$914,809)	\$469,848,352
12 Instruction Resources and Media Services	\$11,883,072	(\$7,187)	\$11,875,885
13 Curriculum and Instructional Staff Development	\$11,394,507	\$147,627	\$11,542,134
21 Instructional Administration	\$14,502,478	(\$12,180)	\$14,490,298
23 School Administration	\$52,352,375	(\$4,142)	\$52,348,233
31 Guidance and Counseling Services	\$44,682,858	\$355,310	\$45,038,168
32 Social Work Services	\$5,697,507	\$9,642	\$5,707,149
33 Health Services	\$12,516,997	\$725	\$12,517,722
34 Student Transportation	\$23,150,574	\$0	\$23,150,574
35 Food Services	\$433,619	(\$10,000)	\$423,619
36 Cocurricular/Extracurricular Activities	\$15,871,290	(\$24,131)	\$15,847,159
41 General Administration	\$19,438,729	\$18,729	\$19,457,458
51 Plant Maintenance and Operations	\$89,349,062	(\$15,897)	\$89,333,165
52 Security and Monitoring Services	\$14,503,511	\$1,020	\$14,504,531
53 Data Processing Services	\$15,053,428	\$355,798	\$15,409,226
61 Community Services	\$4,348,745	\$48	\$4,348,793
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$6,992,456	\$99,447	\$7,091,903
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	\$815,797,256	\$0	\$815,797,256
Total Deficit	(\$32,009,209)	\$0	(\$32,009,209)
Beginning Fund Balance (Unaudited)	202,295,371		202,295,371
Fund Balance-Ending (Unaudited)	\$170,286,162		\$170,286,162

		Oct. 31, 2020 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		0	0	
	Total	0	0	0
Function	Expenses			
11	Fund 199-Transfer to function 31 to allow the purchase of PSAT testing materials		356,500	
	Fund 198-Transfer to function 53 for project management services Mae Tech (malware)		242,750	
	Fund 198-Transfer to function 53 to fund Google G-suite		222,820	
	Fund 198-Transfer to function 53 mobile interactive flat panels needed during construction		39,847	
	Fund 198-Transfer to function 81 for TLC Audio visual equipment		45,100	
	Campus/Dept. normal course of District operations		7,792	
	Overall effect on Function 11	0	914,809	(914,809)
12	Campus/Dept. normal course of District operations		7,187	
	Overall effect on Function 12	0	7,187	(7,187)
13	Fund 199-Transfer from function 11 to fund webinar training for curriculum	40,000		
	Fund 199-Transfer from function 11 to fund professional development and personnel stipends for Poly Turn-a-round plan	70,167		
	Fund 199-Transfer from 11 to purchase professional development	20,004		
	Campus/Dept. normal course of District operations	17,456		
		147,627	0	147,627
21	Campus/Dept. normal course of District operations		12,180	
	Overall effect on Function 21	0	12,180	(12,180)
23	Campus/Dept. normal course of District operations		4,142	
	Overall effect on Function 23	0	4,142	(4,142)
31	Fund 199-Transfer from function 11 to allow the purchase of PSAT testing materials	356,500		
	Campus/Dept. normal course of District operations		1,190	
	Overall effect on Function 31	356,500	1,190	355,310
32	Campus/Dept. normal course of District operations	9,642		
	Overall effect on Function 32	9,642	0	9,642
33	Campus/Dept. normal course of District operations	725		
	Overall effect on Function 33	725	0	725
35	Campus/Dept. normal course of District operations		10,000	
	Overall effect on Function 35	0	10,000	(10,000)
36	Campus/Dept. normal course of District operations		24,131	
	Overall effect on Function 36	0	24,131	(24,131)
41	Campus/Dept. normal course of District operations	18,729		
	Overall effect on Function 41	18,729	0	18,729
51	Campus/Dept. normal course of District operations		15,897	
	Overall effect on Function 51	0	15,897	(15,897)
52	Campus/Dept. normal course of District operations	1,020		
	Overall effect on Function 52	1,020	0	1,020
53	Fund 198-Transfer from function 11 for project management services Mae Tech (malware)	242,750		
	Fund 198-Transfer from function 11 to fund Google G-suite	113,048		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 53	355,798	0	355,798
61	Campus/Dept. normal course of District operations	48		
	Overall effect on Function 61	48	0	48
81	Fund 198-Transfer from function 11 for TLC Audio visual equipment	45,100		
	367			

	Oct. 31, 2020 Budget Amendment	Increase	Decrease	Net Effect
	Fund 198-Transfer from function 51 for renovations at Service Center 3	54,347		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 81	99,447	0	99,447
	Total	989,536	989,536	0

**CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2020**

TOPIC: APPROVE CITY OF FORT WORTH PERMANENT DRAINAGE FACILITY EASEMENT FOR DIAMOND HILL-JARVIS HIGH SCHOOL JOB NO. 004-201 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 31, 2020, the Board of Education approved a Drainage Easement for Diamond Hill-Jarvis High School for a new addition. It was determined that the existing storm line was installed outside of the existing 15' drainage easement. A new 15' wide drainage easement needs to be provided based on the actual location of the existing underground storm line. This Easement is for part of Lot 2, Block 9, Jarvis Heights Abraham Anderson Survey, Abstract No. 21, City of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve City of Fort Worth Permanent Drainage Facility Easement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve City of Fort Worth Permanent Drainage Facility Easement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve City of Fort Worth Permanent Drainage Facility Easement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program

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

Capital Improvement Program
TEA #004 Diamond Hill-Jarvis High School

RATIONALE:

The approval of the permanent drainage easement for Job No. 004-201 Diamond Hill-Jarvis High School will ensure that construction for the project will be completed as scheduled.

INFORMATION SOURCE:

Vicki Burris

EXHIBIT "A"
PERMANENT DRAINAGE FACILITY EASEMENT

Part Lot 2, Block 9, Jarvis Heights
Abraham Anderson Survey, Abstract No. 21
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 6,897 square foot (0.158 acre) tract of land situated in the Abraham Anderson Survey, Abstract No. 21, City of Fort Worth, Tarrant County, Texas; said tract being part of Lot 2, Block 9, Jarvis Heights, an addition to the City of Fort Worth according to the plat recorded in Instrument No. D218184063 of the Official Public Records of Tarrant County, Texas, said 6,897 square foot tract being more particularly described as follows (bearing system for this survey is based on Texas State Plane Coordinate System - NAD 83 (2011) Adjustment, North Central Zone 4202, based on observations made on December 23, 2018 using the published combined scale factor of 1.00012):

COMMENCING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found at the most northerly northwest corner of said Lot 2; said point being in the south line of NE 35th Street (a 60-foot wide right-of-way); from said point a 1/2-inch iron rod with "PACHECO KOCH" cap found bears South 00 degrees, 06 minutes, 14 seconds West, a distance of 172.92 feet;

THENCE, South 89 degrees, 53 minutes, 43 seconds East, along the said south line of NE 35th Street, a distance of 7.79 feet to the **POINT OF BEGINNING**;

THENCE, South 89 degrees, 53 minutes, 43 seconds East, continuing along the said south line of NE 35th Street, a distance of 15.01 feet to a point for corner;

THENCE, South 01 degrees, 52 minutes, 41 seconds West, departing the said south line of NE 35th Street, a distance of 30.83 feet to a point for corner;

THENCE, South 00 degrees, 24 minutes, 37 seconds West, a distance of 185.64 feet to a point for corner;

THENCE, South 10 degrees, 32 minutes, 26 seconds West, a distance of 216.96 feet to a point for corner;

THENCE, South 00 degrees, 06 minutes, 43 seconds East, a distance of 26.31 feet to a point for corner in the north right-of-way line of Maydell Street (a 60-foot wide right-of-way);

THENCE, South 89 degrees, 53 minutes, 17 seconds West, along the said north line of Maydell Street, a distance of 15.00 feet to a point for corner;

THENCE, North 00 degrees, 06 minutes, 43 seconds West, departing the said north line of Maydell Street, a distance of 27.71 feet to a point for corner;

THENCE, North 10 degrees, 32 minutes, 26 seconds East, a distance of 217.03 feet to a point for corner;

THENCE, North 00 degrees, 24 minutes, 37 seconds East, a distance of 184.50 feet to a point for corner;

EXHIBIT "A"
PERMANENT DRAINAGE FACILITY EASEMENT
Part Lot 2, Block 9, Jarvis Heights
Abraham Anderson Survey, Abstract No. 21
City of Fort Worth, Tarrant County, Texas

THENCE, North 01 degrees, 52 minutes, 41 seconds East, a distance of 30.56 feet to the **POINT OF BEGINNING**;

CONTAINING: 6,897 square feet or 0.158 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.



09/08/2020

Paul Daniel
Registered Professional Land Surveyor No. 6534
Pacheco Koch Consulting Engineers, Inc.
4060 Bryant Irvin Road, Fort Worth TX 76109
(817) 412-7155
TX Reg. Surveying Firm LS-10008001



3098-18.502EX3.doc;
3098-18.502EX3.dwg MCL

1411 Maydell Street
Lot 2, Block 9, Jarvis Heights

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT §

CITY OF FORT WORTH
DRAINAGE FACILITY EASEMENT

DATE: February 13, 2020

GRANTOR: **Fort Worth Independent School District**

GRANTOR'S MAILING ADDRESS (including County):
1000 North University Drive
FORT WORTH, TARRANT COUNTY, TX 76086

GRANTEE: **CITY OF FORT WORTH**

GRANTEE'S MAILING ADDRESS (including County):
200 TEXAS ST.
FORT WORTH, TARRANT COUNTY, TX 76102

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Being more particularly described in the attached Exhibits "A" and "B".

Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Drainage Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, pipelines, junction boxes, inlets, flumes, headwalls, wingwalls, slope pavement, gabions, rock rip-rap, drop structures and access ramps, and other erosion control measures in, upon, under and across a portion of the Easement Property and more fully described in Exhibit "A" and "B" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or



any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility. In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit, or any structure not requiring a building permit but which may threaten the structural integrity or capacity of the Facility and its appurtenances. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: Fort Worth Independent School District

GRANTEE: City of Fort Worth

By (Signature): _____

(Print Name) _____, Title _____

APPROVED AS TO FORM AND LEGALITY

(Signature) _____

(Print Name) _____, Title _____

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ and that he/she executed the same as the act of said _____ the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas



ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of the City of Fort Worth, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that he/she executed the same as the act of the City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas



SIGNATURE BLOCK EXAMPLES

Please note the "Signature Block" examples below. Properly formatting the corporate structure of the landowner saves time and eliminates the necessity of having agreements re-executed.

GRANTOR: (Name of Limited Partnership)
a (State where incorporated) limited partnership

By: (Name of General Partner)
a (State where incorporated) corporation
its General Partner

By: _____
(Name of person authorized to sign), Title

GRANTOR: (Name of Corporation)
a (State where incorporated) corporation

By: _____
(Name of person authorized to sign), Title

If a person other than the President or Vice President is executing the document, a **Corporate Resolution** or **Durable Power Of Attorney** authorizing the person the sign the document will be required.

**ACTION AGENDA ITEM
BOARD MEETING
November 10, 2020**

**TOPIC: APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM FOR THE
2020-2021 SCHOOL YEAR**

BACKGROUND:

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code 29.0822(a).

- For eligibility, the student meets the following condition:
Condition #3 The student is attending a school with an approved early college high school program designation.

OFSDP is designed to meet the instructional needs and flexibility of our students in our Early College High Schools. The program offers students the flexibility to attend college and high school courses when offered, which can include courses outside of normal school hours and days.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Optional Flexible School Day Program for the 2020-2021 School Year
2. Decline to Approve Optional Flexible School Day Program for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Optional Flexible School Day Program for the 2020-2021 School Year

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:

Marine Creek Collegiate High School
Tarrant County College South / Fort Worth ISD Collegiate High School
Texas Academy of Biomedical Sciences
Dunbar High School (ECHS/PTECH Academy only)
O.D. Wyatt High School (ECHS Academy only)

RATIONALE:

Approval of the Optional Flexible School Day Program for the 2020-2021 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year.

INFORMATION SOURCE:

David Saenz

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

Optional Flexible School Day Program (OFSDP)																			
School Year 2020-2021																			
District Number	220905																		
		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) <u>A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)</u>				Credit Recovery Summer Period of Agreement <u>Only for Eligibility Designation 5 not to exceed 30 school days</u> (Reported in TSDS PEIMS Extended Collection 4) <u>A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)</u>						
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day		
220905082	TEXAS ACADEMY OF BIOMEDICAL			3						8/24/2020	6/1/2021	MTWHF	600						
220905085	MARINE CREEK COLLEGIATE H S			3						8/24/2020	6/1/2021	MTWHF	600						
220905086	TARRANT CO COLLEGE SOUTH/FORT WORTH COLLEGIATE H S			3						8/24/2020	6/1/2021	MTWHF	600						
220905005	DUNBAR H S			3						8/24/2020	6/18/2021	MTWHF	600						
220905016	O D WYATT H S			3						8/24/2020	6/18/2021	MTWHF	600						

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article I - Parties to Agreement

Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

Article VI - Application Process

- For questions or assistance regarding this application, please email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2020-2021 OFSDP Application - District Name, County District Number

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____ Authorized Signature _____
Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One. Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student’s parent, or person standing in parental relation to the student, agree in writing to the student’s participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½” x 11” sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.
2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
3. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Please explain the following:
 - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

NOTE: absences and days present do not exist in the OFSDP program

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how student will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Five

Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

[2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.](#)

*Note: Make sure to include the district number circled in red.

Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov.

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 November 6, 2020, at 3:30 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**